

Richland Education Association

Richland School District #400

2018-2021

Certificated Contract

Final Approval: September 2018

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1 **PREAMBLE**

2 This Contract Is Made And Entered Into By And Between The Richland School District #400, and the
3 Richland Education Association. It has been negotiated pursuant to the appropriate RCW or WAC.
4

5 **ARTICLE I - ADMINISTRATION**
6

7 **SECTION 1A. Definition of Terms**

- 8 A. The term “**District**” shall mean Richland School District No. 400, Richland, Benton County,
9 Washington.
10 B. The term “**Board**” shall mean the Board of Directors of the District.
11 C. The term “**Association**” shall mean the Richland Education Association.
12 D. The term “**Parties**” shall mean the District and the Association.
13 E. The term “**Agreement**” shall mean this collective bargaining agreement.
14 F. The term “**WAC**” shall mean the Washington Administrative Code.
15 G. The term “**RCW**” shall mean the Revised Code of Washington.
16 H. The term “**Superintendent**” shall mean the chief administrative officer of the District or his/her designee.
17 I. The term “**contract**” (lower case) shall mean the individual contract issued to each employee pursuant
18 to the appropriate RCW or WAC.
19 J. The term “**employee**” shall mean each employee (member) represented in the bargaining unit holding
20 valid certification for the State of Washington and currently employed by the District.
21 K. The term “substitutes”, including “casual” and “long-term” substitutes, are defined in Article XIV of this
22 Agreement and are only able to access contractual benefits explicitly defined in Article XIV.
23 L. The term “**levy**” shall mean a way to impose or collect a tax for the benefit of District projects and
24 support.
25

26 **SECTION 1B. Recognition**

- 27 A. The District recognizes the Richland Education Association as the sole and exclusive bargaining
28 representative for all employees of the District, included in the bargaining unit as defined in paragraph B of
29 this Section for the purpose of collectively bargaining for those represented employees in the areas of wages,
30 hours, terms, and conditions of employment as provided in the appropriate RCW.
31 B. The bargaining unit shall consist of all the regular, full-time employees and those regular, part-time
32 employees who are on regular contract with the District and have been assigned at least one (1) teaching hour
33 for the entire semester or year. Certificated employees not subject to the terms and conditions of this Contract
34 shall include:
35 1. Superintendent
36 2. Deputy Superintendent(s) and Assistant Superintendent(s)
37 3. Principal(s) and Assistant Principal(s)
38 4. Executive Director(s), Director(s) and Assistant Directors
39 5. Administrative Coordinator(s) and Program Coordinators
40 6. Supervisors and Administrative Assistants
41 C. Positions which may be created, added or substantially restructured during the duration of this
42 agreement shall be set forth in a job description and submitted to the Association for discussion prior to
43 inclusion or exclusion in the bargaining unit and to negotiate wages, hours, and conditions of employment.
44

45 **SECTION 1C. Status of Agreement**

- 46 A. This Contract shall supersede any rules, regulations, policies, resolutions, or practices of the District,
47 which shall be contrary to or inconsistent with its terms.
48 B. Those rules, regulations, policies, resolutions, or practices of the District not in conflict with this
49 Contract may be amended, rescinded, or otherwise modified by the Board.
50

51 **SECTION 1D. Contract Compliance**

- 52 A. All individual employee contracts of employees represented by the Association shall be subject to
53 and consistent with Washington State law and the terms and conditions of this Contract. Any individual
54 employee contract hereinafter executed shall indicate that it is subject to the terms of this and subsequent

55 contracts between the Board and the Association. If any individual employee contract contains any language
56 inconsistent with this Contract, this Contract during its duration shall be controlling.

57 B. This Contract shall be governed by the statutes of the State of Washington, valid provisions contained
58 in the Washington Administrative Codes, and applicable Federal law, if any.

59

60 **SECTION 1E. No strike-No lockout**

61 A. The parties agree that during the term of this Contract there shall be no strike or other economic action
62 by the Association and there shall be no lockout or other economic action by the District. In case of an
63 impending statewide work stoppage, the Association and the District will meet to consider modifying the
64 school calendar.

65

66 **SECTION 1F. Management Rights**

67 A. The right to manage the District and to direct its employees and operations is vested in and retained
68 by the Board, except as this right is limited by this Contract.

69 B. No Board policy may be adopted which is inconsistent with the terms of this Contract during the life
70 of the Contract, or which impacts on wages, hours, terms, and conditions of employment.

71

72 **SECTION 1G. Conformity to Law—Savings Clause**

73 A. If any provision of this Contract between the Association and the Board, or any application of this
74 Contract shall be found contrary to law by a court having jurisdiction, such provisions or applications shall
75 be deemed not valid and shall not be performed or enforced except to the extent permitted by law. Any
76 provision of this Contract found contrary to law shall be subject to appropriate negotiations between the
77 Association and the Board as is permitted by law.

78 B. In the event that any provision of any Contract between the Association and the Board is or shall at
79 any time be determined to be contrary to law, all other provisions of such Contract shall continue in effect.

80

81 **SECTION 1H. Printing and Distribution of Contract**

82 A. The negotiated Contract will be typed by the District after editing and review by the District and
83 Association facilitators.

84 B. Approved by the Association and the Board.

85 C. Printed by the District and the Association, with each party sharing equally in the costs.

86 D. The District will supply sufficient copies of the contract for the Association to distribute one to each
87 member of the bargaining unit.

88 E. Thirty-five (35) print copies shall be provided to the Association.

89 F. Copies of the Contract will be distributed within thirty (30) days after the Parties have approved the
90 proof copy.

91 G. The Contract shall be available for inspection by applicants for employee positions at the Personnel
92 Office.

93

94 **SECTION 1I. Funding**

95 A. Double Levy Loss: If a double levy loss occurs or ten (10) percent or more of state revenue is lost, all
96 economic provisions of this Agreement shall be reopened within ten (10) days of such awareness.
97 Negotiations shall be concluded within twenty (20) days thereafter. If no agreement is reached within
98 said period, the District shall take appropriate action.

ARTICLE II – BUSINESS

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SECTION 2A. Definition of Terms

- A. The term “**member(s)**” will refer to each individual employee represented in the bargaining unit.
- B. The term “**fair share representation**” will mean a fee that is regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit pursuant to the appropriate RCW.
- C. The term “**pay warrant**” will mean a voucher (check) authorizing payment to Association members for services provided.
- D. The term “**non-political**” will mean not to influence, be connected with, or request support for political matters and/or candidates.

SECTION 2B. Dues Deduction

- A. On or before September 1 of each school year, the Association will give written notice to the District the dollar amount of dues and fees of the Association, including the National Education Association and the Washington Education Association, to be deducted in the coming school year through automatic payroll authorization.
- B. The deductions authorized above will be made in twelve (12) equal amounts from each pay warrant beginning the pay period in September through the pay period in August of each year.
- C. Certificated employees who commence employment after September or terminate employment before June will have their deductions pro-rated at one twelfth (1/12) of the total annual amount for each month the employee is employed.
- D. The District will promptly remit to the Association all dues monies so deducted on a monthly basis, accompanied by a list of employees from whom the deductions have been made.
- E. No employee will have any claim or action against the District for the District’s deduction of dues and/or fees provided for in this Section, except where there has been an error in the amount deducted.
- F. The Association agrees to reimburse any employee from whose pay excess dues and/or fees were deducted as a result of an error in the amount deducted, provided the Association actually received the excess amount.
- G. Within ten (10) days of their commencement of employment, certificated employees may sign and deliver to the Board an Assignment of Wages Form, which will authorize deduction of membership dues and fees of the Association (including the National Education Association and the Washington Education Association).
 - 1. Such authorization will continue in effect from year to year unless a written request of revocation is submitted to the Board and the Association, signed by the employee, and received between August 1 and September 20, preceding the designated school year for which revocation is to take effect.
 - 2. Each month during the school year, the Association agrees to provide the Board with the names of those employees who have joined the Association and paid its dues and fees by means other than through payroll deduction.
- H. The Association’s authorization of payroll deduction form will clearly state that it will be understood by the employee signing the authorization that continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for authorizing payroll deduction, and that exceptions based on hardship or emergency will be adjudicated by the Association.
- I. In the event an employee who is a member of the Association is granted a leave of absence without pay, the authorization will be temporarily suspended during the period of leave and will be reactivated upon return from the leave of absence.

SECTION 2C. Association Membership

- A. The rights of employees to self-organization, to form, join, or assist employee organizations, to bargain collectively through representatives of their own choosing are defined in the Chapter 41.59 RCW, The Educational Employment Relations Act.
- B. No member of the bargaining unit will be required to join the Association. Employee membership in the Association will be defined as follows:

- 153 1. Active member (see B. below)
154 2. Fair share member (see C. below)
155 3. Religious objector (see D. below)
156 C. Active members in the Association may fully participate in all matters pertaining to collective bargaining
157 and permit the District to deduct from salary, wages, or other sums due virtue of employment, the amount
158 of dues for membership in the Association.
159 1. Active members are entitled to vote in all Association elections.
160 2. Active members are entitled to free professional development and clock hours opportunities
161 provided by the Association.
162 3. Active members are entitled to liability protection and free legal services provided by the
163 Association.
164 D. No member of the bargaining unit will be required to join the Association; however, those employees
165 who are not Association members but who are members of the bargaining unit (i.e. "Fair share members")
166 will be required to pay a fair share representation fee to the Association
167 1. Fair share members are members of the bargaining unit required to pay a Fair Share
168 Representation Fee to the Association pursuant to RCW 41.59.100.
169 2. The amount of the Fair Share Representation Fee will be determined by the Association and
170 transmitted to the Business Office in writing.
171 3. Fair Share Representation Fee will be an amount equal to or less than regular dues for the
172 Association membership.
173 4. Fair share members will be neither required nor allowed to make a political (WEA-PAC or
174 NEA-FCPE) deduction.
175 5. The Fair Share Representation Fee will be regarded as fair compensation and reimbursement
176 to the Association for fulfilling its legal obligation to represent all employees, pursuant to
177 the appropriate RCW.
178 E. Religious objectors having a bona fide religious objection to the payment of a representation fee or
179 agency shop fee for the purposes of collective bargaining will notify the Association and the District of
180 such objection in writing within ten (10) calendar days of commencement of employment.
181 1. Finding determination of any bona fide religious objection, the District agrees to deduct from
182 the salary of the employee claiming such objection an amount equivalent to the Association
183 dues required of a member of the Association; provided, however, that said monies will not
184 be transmitted until such time as the District is notified that a final determination pursuant
185 to the Act has been made. In the event that it is finally determined that the employee does
186 not have a bona fide religious objection, the District agrees promptly to remit to the
187 Association all monies being held.
188 2. In the event that an employee has been determined by the Association to have a bona fide
189 religious objection to the payment of a representation fee or agency shop fee, the employee
190 will pay an amount of money equivalent to the regular dues and fees to a designated
191 charitable organization pursuant to RCW 41.59.100. Within ten (10) days of the
192 commencement of employment or determination of bona fide religious objection, whichever
193 occurs later, the employee may sign and deliver to the Association an Assignment of Wages
194 Form, which will direct the Association to transmit to the designated charitable organization
195 the amount equal to dues deducted from the employee's pay warrant.
196 F. The Association agrees to defend and hold the District harmless against any legal action brought against
197 the District in reference to any deductions made pursuant to this Section.
198

199 **SECTION 2D. Other Deductions**

- 200 A. In addition to the currently approved and authorized payroll deductions (TSA's, United Way, etc.), the
201 District agrees to provide for payroll deductions and deposits to approved and authorized credit unions
202 and banks.
203

204 **SECTION 2E. Use of Facilities and Services**

- 205 A. The Association may use District school buildings for the purpose of meetings and for transaction of
206 Association business in accordance with established Board policy provided that such meetings and business

207 shall not interfere with District educational programs. All meetings shall be arranged in advance in
208 accordance to District policies. Charges and fees that may be assessed in a like manner as assessed to other
209 in-district educational groups.

210 B. The Association may post notices of their activities and matters of Association concern on a
211 designated bulletin board provided in each faculty lounge of each building. Association material shall be
212 clearly marked as such. All postings shall be of a non-partisan nature.

213 C. The Association may use the intra-District mail and e-mail services for non-political communications
214 to employees. Association mail shall be clearly marked as such. The REA mailbox shall be located at the
215 Administration Building.

216 D. The Association will have the right to solicit membership and collect membership dues and
217 assessments within the buildings of the District.

218 E. The Association will have the right to use the network, which includes the local Richland School
219 District computer network as well as the Internet in support of education and research that is consistent with
220 the mission of the District. The District reserves the right to remove the user account if it is determined that
221 the user is engaged in unauthorized activity or is in violation of the Teaching Code of Ethics.

222

223 **SECTION 2F. Pay Warrants**

224 A. Employees represented by the Association shall be informed by the District of the following options
225 regarding their monthly pay warrant:

226 1. The employee may receive his/her pay warrant directly.

227 2. The employee may authorize the District to directly deposit the monthly warrant to a bank, credit
228 union, or savings institution of the employee's choice.

229 B. At the option of the employee, payment for extra-duty responsibilities will be made in one of two ways:

230 1. Over the remaining months of the teaching contract, commencing with the start of the activity.
231 Payments over the remaining months will have the IRS withholding at the rate specified by law.

232 2. In a lump sum payment when the activity has been completed. Payments in lump sums will be
233 paid during the next pay period following the completion of the activity. IRS withholding will
234 be at the rate specified by law.

235 C. Pay warrants shall be distributed in such a way as to insure privacy.

236 **ARTICLE III – PERSONNEL**

237
238 **SECTION 3A. Definition of Terms**

- 239 A. The terms “harassment” and “sexual harassment” are defined in District policies #3207, #5270 and #8700
240 pursuant to the appropriate RCW and/or WAC. Board policies are available at:
241 <https://app.eduportal.com/publicfolders/1095333/list/62075>.
242 B. “Interference” is defined as an action “to interfere with, restrain, or coerce employees in the exercise of
243 their collective bargaining rights.”
244

245 **SECTION 3B. Employee Rights**

- 246 A. **Personal Freedom:** Certificated employees are entitled to the full rights of citizenship and the exercise
247 thereof shall not be grounds for any disciplinary or discriminatory action. The appropriateness of
248 employees exercising full political rights and responsibilities outside of the classroom is acknowledged.
249 B. **Non-Discrimination:** There shall be no discrimination against any employee by reason of race, creed,
250 color, marital status, sex, age, national origin, honorably discharged veteran or military status, sexual
251 orientation including (gender expression or identity) or the presence of any sensory, mental, or physical
252 disability or the use of a trained dog guide or service animal for a person with a disability.
253 C. The rights granted to an employee hereunder shall be deemed to be in addition to those provided
254 elsewhere.
255 D. **Right to Join and Support Association:** Every employee of the District shall have the right to self-
256 organization, to form, join, or assist the Association to bargain collectively. The District or the
257 Association shall not directly or indirectly discriminate against any employee by reason of that
258 employee’s membership (or non-membership) in the Association or their participation in any grievance,
259 complaint, or proceeding under this Agreement. Every employee shall have the right to raise question(s)
260 or voice objection(s) without fear of interference or discrimination as defined within this CBA. Every
261 employee shall have the right to communicate with the Association for purposes of representation without
262 fear of interference or discrimination as defined within this CBA.
263 E. **Harassment:** Any form of harassment of individuals is prohibited in the work-place by any person and
264 in any form at any time. The District and the Association are committed to a working and learning
265 environment that is free of discriminatory intimidation. Harassment is illegal discrimination and will not
266 be tolerated. In the event that a claim of illegal harassment is substantiated, the District will take prompt
267 and appropriate remedial action which may include separating the harasser and the victim. Refer to
268 District Policy #'s 3207, 5270, and 8700.
269 F. **Right to Due Process:**
270 1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, deprived of
271 any professional advantage, non-renewed or discharged without just cause.
272 2. Whenever any employee is required to appear before his/her immediate supervisor,
273 Superintendent, Board of Directors, or any committee or member thereof concerning any matter which
274 adversely affects the contract status of that employee within the meaning of the appropriate RCW in
275 his/her position of employment:
276 a. He/she shall be given prior written notice of the reasons for such meeting or interview and
277 b. shall be entitled to have a representative of the Association present to advise him/her and
278 represent him/her during such meeting or interview.
279 c. any suspension of a teacher pending an investigation for potential charges shall be with pay.
280 d. any complaint not called to the attention of an employee may not be used as the basis for any
281 disciplinary action against this employee.
282 e. every effort will be made to resolve all complaints at the lowest level through communication
283 between the employee and the individual making the complaint.
284 3. If a complaint is not resolved through informal discussion and is elevated to the employee’s
285 immediate supervisor, the supervisor will document the complaint and attempt to resolve the issue by
286 facilitating a meeting between the employee, the individual making the complaint, and the supervisor.
287 This meeting will take place within fifteen (15) days of the completion of informal communication and
288 will be documented in writing by the immediate supervisor.

- 289 4. Any complaint, with the exception of those involving criminal activities, not discussed with
290 the employee and his/her immediate supervisor prior to consideration by the superintendent or board may
291 not be used as the basis of any disciplinary action against the employee.
- 292 5. If a complaint is not resolved through discussions with the employee, immediate supervisor
293 and individual making the complaint, the individual may then forward the complaint to the
294 superintendent or designee.
- 295 6. The superintendent or designee shall resolve the matter after a conference with the individual
296 making the complaint, the immediate supervisor, and the employee.
- 297 7. The superintendent or designee's decision may be appealed to the board. Such appeals shall
298 be handled in executive session in the presence of the employee. Formal action by the board, which may
299 affect the contract status of the employee within the meaning of the appropriate RCW/WAC, shall be in
300 compliance with state law and this contract.
- 301 8. Any disciplinary action shall follow the standards of Due Process.
- 302 a. First Offense: verbal warning with documentation by summary memo, not to be placed in
303 employee's personnel file.
- 304 b. Second Offense: written reprimand; copy placed in personnel file.
- 305 c. Third Offense: one-day suspension without pay
- 306 d. Additional offenses may result in further unpaid suspension and/or other appropriate
307 discipline.
- 308 e. Serious violations of policy and/or professional conduct may result in discharge or non-
309 renewal with notification to OSPI Office of Professional Practice as required by law. The
310 Code of Conduct for certificated employees can be found at
311 <http://www.k12.wa.us/ProfPractices/CodeConduct.aspx>.
- 312 9. The employee has the right to representation in any meeting with the employer or his/her designee
313 or the district's legal counsel when the employee reasonably believes the meeting may result in
314 disciplinary action. No meeting shall be delayed more than two (2) days in order for the employee to
315 secure such representation. Extensions to this timeline are by mutual agreement.
- 316 10. Employees may request that disciplinary actions, letters, etc. be removed from their personnel
317 file after two (2) years from the date of placement in the file. Employees should submit the request
318 in writing to the District, Attention: HR. The request will be granted unless similar incidents have
319 occurred within the time period since the initial action. Disciplinary action related to violations of
320 the Code of Professional Conduct or Sexual Misconduct regulations will remain in the employee's
321 personnel file for a minimum of five (5) years and will not be removed, sealed or expunged from the
322 District's files.

323 **G. Solicitation among Certificated Employees:**

- 324 1. The District recognizes and participates in the "United Way" fund raising or charitable and civic
325 purposes. The District also participates in the program for the sale of U.S. Savings Bonds and levy
326 contribution. No other solicitations may be conducted among District employees during working hours,
327 either by employees or non-employees. Any exception to this provision requires approval of the Board
328 of Directors.
- 329 2. No employee shall be coerced in any manner to participate in any campaign.
- 330 3. Within definitions of this provision, "solicitations" include organized requests for donations or
331 contributions and the sale of books, magazines, stocks, insurance, lottery tickets, or any similar material
332 not related to the profession.

333 **H. Gratuities:**

- 334 1. Certificated employees shall not accept any gratuity or special favor from individuals with whom
335 the District is doing business or proposing to do business when such circumstances might reasonably be
336 interpreted as an attempt to influence the recipients in the conduct of their work.
- 337 2. Neither shall an employee offer any favor, service, or thing of value with the intent to obtain
338 special advantage from such business firms or individuals.
- 339

340 **SECTION 3C. Academic Freedom and Responsibility**

341 A. The employee must be free to think and to express ideas, free from unwarranted pressure of authority,
342 and free to act within his/her professional group, subject to the limitations imposed by the basic responsibility
343 of the employee to the District's educational program.

344 B. Methodology and style of teaching shall not be restricted provided such is appropriate to the level
345 and/or subject being taught. Methodology of teaching will be considered to be means of instruction that
346 reasonably provide for teaching within instructional standards in conformance with District and Washington
347 State requirements as well as for suitable teaching activities leading to attainment of those standards.
348 Standards as referenced herein shall relate directly to the District-adopted curriculum.

349 C. District wide curriculum, assessment, or student/parent reporting systems shall not be used to limit
350 or require specific instructional practices, grading procedures, or methodologies. Where curriculum
351 adoptions contain specific technology components, these components will be utilized appropriately as part
352 of the curriculum. Employees will be expected to use and integrate such technology to the extent deemed
353 appropriate in their professional judgment.

354 D. The principle of academic freedom for employees will not supersede the basic responsibilities of the
355 employee to the education profession. These responsibilities include:

- 356 1. a commitment to democratic tradition as our way of life and the methods implied in implementing
357 this end;
- 358 2. concern for the welfare, growth, and development of children;
- 359 3. an insistence upon objective scholarship.

360 E. The conception and implementation of School Improvement Plans (SIP) must follow WAC [180-16-](#)
361 [220](#).

362 **SECTION 3D. Grievance Procedure**

363 **A. Definitions**

- 365 1. The "grievant" is the employee, employees, or the Association claiming a violation of a specific
366 provision or provisions of the Collective Bargaining Agreement and/or Board policies and submitting
367 a grievance for resolution through the grievance procedure.
- 368 2. The "affected employee(s)" is/are the employee or employees for whom remedy will be applied
369 through the grievance process.
- 370 3. A "party in interest" is any person who might be required to take action or against whom action might
371 be taken in order to resolve the grievance.
- 372 4. A "contract day" is any duty day in which members of the bargaining unit are required by contract to
373 render service.
- 374 5. "Grievance" shall mean a written statement by a grievant(s) that there has been a violation,
375 misinterpretation, or misapplication of the express terms of this Agreement or that there has been a
376 disagreement concerning the application of Board policy.

377 B. **Purpose:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable
378 solutions to alleged violations of this Agreement that may from time to time arise affecting the welfare or
379 working conditions of unit members and the Association. Both parties agree that these proceedings will
380 be kept as informal and confidential as may be appropriate at any level of the procedures.

381 **C. Procedure**

382 1. Level One Immediate Supervisor

- 383 a. An employee making a grievance shall present in writing to their immediate supervisor the
384 grievance form within thirty (30) contract days following the occurrence of the violation or
385 alleged violation of this Agreement. If the Association is notified by the employee of a
386 contract violation, the Association shall have thirty (30) contract days following notification
387 to file the grievance or sixty (60) contract days from the date of the occurrence of the
388 violation, whichever occurs sooner.
- 389 b. The immediate supervisor shall meet with the grievant within five (5) days of receipt of the
390 grievance to discuss the alleged violation of the Agreement. The immediate supervisor shall
391 provide a written disposition of the grievance, including the reasons therefore, to all parties
392 of interest within five (5) days of such meeting.
- 393 c. If the grievant and/or the Association is not satisfied with the disposition of the grievance,
394 or if no disposition has occurred within five (5) days of such meeting, the grievance may

- 395 be appealed in writing to Level Two, with a copy simultaneously provided to the
396 Association. The Level Two grievance shall be filed in writing with the Superintendent
397 within five (5) days of the grievant's receipt of the Level One response.
- 398 2. Level Two Superintendent
- 399 a. The Superintendent or his/her designee shall meet with the grievant and/or designated
400 Association Representative within five (5) days of receiving the grievance appeal and shall
401 provide a written disposition of the grievance, including the reasons therefore, to the
402 grievant within five (5) days of such meeting.
- 403 b. If the grievant is not satisfied with the disposition of the grievance or if no disposition has
404 occurred within ten (10) days of the Level Two meeting, the grievant may request the
405 Association to submit the grievance to Level 3 (Appeal to the Board) or Level 4 (Binding
406 Arbitration).
- 407 3. Level Three Appeal to Board ("or" Level Four Binding Arbitration)
- 408 a. If the grievant(s) is/are not satisfied with the disposition of the grievance at Step 2, or if the
409 Superintendent or his/her designee have not provided a written decision within the time
410 limits prescribed in Step 2, then the grievant or the Association acting at the request of the
411 grievant(s) may request a meeting with the Board of Directors.
- 412 b. If a request for a meeting with the Board (or request for Binding Arbitration) is not delivered
413 to the Superintendent within ten (10) contract days after the decision described in Step 2,
414 then the grievance will be deemed withdrawn.
- 415 c. The Board of Directors shall meet with the grievant(s) and the Superintendent within fifteen
416 (15) contract days after the Superintendent receives a written request for such a meeting.
- 417 d. Within ten (10) contract days after such meeting, the Board shall render a final written
418 decision respecting the grievance.
- 419 4. Level Three (or Four) Binding Arbitration
- 420 a. If the Association proceeds to arbitration, it shall notify the District in writing within ten
421 (10) days of receiving the Board's written decision or Step 2 response letter. Within ten
422 (10) days of such notification, unless an agreement is reached to pursue voluntary mediation
423 as set forth in Subsection 5, below, representatives of the District and the Association shall
424 attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said
425 arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified
426 period, the Association shall file a Demand to Arbitrate with the American Arbitration
427 Association (AAA). The selection of the arbitrator and the arbitration proceedings shall be
428 conducted under the Voluntary Labor Arbitration Rules of the American Arbitration
429 Association. The Association and District shall each pay one half (1/2) of any charges
430 required by the American Arbitration Association for services rendered.
- 431 b. The arbitrator's decision shall be in writing and shall set forth the findings of fact,
432 reasoning, and conclusion of the issues submitted. The arbitrator shall be without power or
433 authority to make any decision that requires the commission of an act prohibited by law or
434 which violates the terms of this Agreement. The Arbitrator shall be without power or
435 authority to add to, modify, or detract from this Agreement or to render a decision on any
436 matter not specifically covered by this Agreement. The arbitrator is empowered to include
437 in any award such financial reimbursement or other remedies as she/he judges to be proper
438 and consistent with this Agreement. The decision of the arbitrator shall be submitted to the
439 Association and the District and will be final and binding upon the parties. If any question
440 arises to the arbitrability of the grievance, such question may be submitted to the arbitrator
441 by consideration of written submissions prior to the hearing on the merits, or may, at the
442 arbitrator's discretion, be reserved for decision at the same time as the decision on the merits
443 is issued.
- 444 c. Any employee receiving notification of non-renewal of contract, discharge, or adverse
445 effect may elect to have the matter heard by either a hearing officer in accordance with the
446 appropriate RCW or an arbitrator in accordance with the grievance procedure, but not both.
447 Any matter related to the non-renewal of a provisional employee is subject only to the
448 procedures set forth in RCW 28A.405.220 as now existing or hereafter amended.

449 d. All costs for the services of the arbitrator, including but not limited to, per diem expenses,
450 travel and subsistence expenses, and cost, if any, of a hearing room, shall be borne equally
451 by the District and the Association. All other costs, including release-time for the
452 grievant(s), Association representative(s), and witnesses, shall be borne by the party calling
453 the witness or otherwise incurring the expense.

454 5. Mediation

- 455 a. If the grievant and/or the Association is not satisfied with the disposition of the grievance,
456 or if no disposition has occurred pursuant to the provisions of Level Two, the grievance
457 may be referred to grievance mediation by mutual agreement.
- 458 b. Upon agreement to mediate, the Association shall request that a conciliator/mediator from
459 the Federal Mediation/Conciliation Service, or from any other mutually agreeable
460 recognized dispute resolution center, be assigned to assist the parties in the resolution of the
461 grievance.
- 462 c. The District, grievant and Association shall meet with the mediator at a mutually agreeable
463 place and time for the purpose of resolving the grievance. Either party may terminate the
464 mediation process at any time by written notice to the other party, in which case the grievant
465 may advance the matter to arbitration within ten (10) days of such notice being received.
- 466 d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed
467 by the grievant, the Association and the District. This agreement shall be non-precedential
468 and shall constitute a settlement of the grievance.

469 D. **Time Limits**

- 470 1. Time limits provided for at each level shall begin the day following receipt of the grievance appeal
471 or written decision.
- 472 2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at
473 each level should be considered the maximum and every effort should be made to expedite the
474 process. The time limits may, however, be extended in writing by mutual agreement.
- 475 3. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the
476 end of the school year, and if left unresolved harms a grievant, the time limits set forth herein may
477 be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school
478 year or as soon as is practicable.
- 479 4. The failure of the grievant to meet any of the timelines set forth in this Article for the filing or
480 advancement of grievances shall result in the grievance being deemed to have been waived. The
481 failure of the District to respond in a timely manner at any level shall entitle the grievant to advance
482 the grievance to the next level of the grievance procedure.

483 E. **Rights of Representation:** A grievant may be represented at all stages of the grievance by an
484 Association representative(s).

485 F. **No Reprisals:** No reprisals of any kind will be taken by the District or by the Association, or by any
486 member or representative of the administration or the Board against any grievant, any party in interest,
487 any bargaining unit member, the Association, or any other participant in the grievance procedure by
488 reason of such participation.

489 G. **Miscellaneous**

- 490 1. The grievant or Association may initiate a grievance at Level Two if (a) the grievance arises from
491 action or inaction of the District above the principal or immediate supervisor, or (b) the grievance
492 asserts the existence of an immediate and continuing threat to the safety and welfare of staff or
493 students. If after reviewing such a grievance the Superintendent or designee believes it would more
494 appropriately commence at a lower level, the grievance may be referred back to Level One.
- 495 2. When it is necessary for the Association President to attend a grievance meeting or hearing during
496 the day, she/he may be released without loss of pay in order to permit participation in the foregoing
497 activities. Any unit member who is requested by the District to appear in such investigations,
498 meetings, or hearing as a witness will be accorded the same right.
- 499 3. All documents, communications, and records dealing with the processing of a grievance shall be filed
500 in a separate grievance file and will not be kept in the personnel file of any unit member.

- 501 4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations,
502 and other necessary documents shall be prepared jointly by the District and Association and attached
503 to this Agreement as appendices.
- 504 5. Upon mutual agreement of the Association and the District, a grievance may be taken directly to
505 arbitration or mediation, or at any other mutually agreed step.
- 506 6. A unit member may at any time present grievances to the District, and have such grievances adjusted,
507 without the intervention of the Association, as long as the adjustment is reached prior to arbitration
508 and such adjustment is not inconsistent with terms of the written agreement. If any employee presents
509 a grievance on her/his own behalf, the Association shall have the right to present and state its views
510 at all grievance meetings. Any agreement reached with a grievant without the knowledge of the
511 Association shall be binding only upon the specific grievant and shall not be considered binding upon
512 the Association in future cases.
- 513 H. **Expedited Arbitration:** At the option of the Association or District, or by mutual agreement, the
514 arbitration may be held under the Expedited Rules of the American Arbitration Association.
515

516 **SECTION 3E. Access to Personal Data**

- 517 A. The District personnel file(s) on any employee in the possession of the District, its employees, or
518 agents shall not be withheld at any time from the inspection of the employee, pursuant to appropriate
519 RCW/WAC.
- 520 B. College and/or university credentials, which are retained by the District, are subject to review by the
521 employee under the appropriate RCW/WAC.
- 522 C. The employee(s) shall be notified within five (5) school days of additions to the employee's
523 personnel file if such additions are derogatory. The employee shall be allowed to attach a written comment
524 to any material in his/her file.
- 525 D. The District will honor requests for information about present and former employees if requests are
526 made or approved by the employee and are not foreseen to be detrimental to the District.
- 527 E. For employment purposes, the listing of the District as a reference source or employer shall constitute
528 an authorization for the District to release personnel information.
- 529 F. No secret, duplicate, alternate or other personnel file shall be kept by the District except that a
530 separate working file may be kept by the individual building principal or other designated evaluators. Such
531 files shall be open for inspection by the employee. No information contained in this file without the
532 employee's knowledge may form the basis for any reprimand, warning, discipline, or adverse effect, unless
533 said information was transmitted to the personnel file within the same school year it was obtained. The
534 evaluator's file is not part of the personnel file and all materials not transmitted to the permanent personnel
535 file shall be destroyed or appropriately disposed of one calendar after the date of a specific incident. Archived
536 investigation notes and materials in the Human Resources Department are exempt from the parameters of
537 this section.
538

539 **SECTION 3F. Certificated Employee Protection**

- 540 A. The District shall support any employee in seeking legal redress for violations of the law committed
541 by students or members of the public who verbally or physically abuse that employee while he/she is
542 performing contracted duties for the District. Such support shall be evidenced through aiding the employee
543 in obtaining the services of the County Prosecutor for purposes of processing the case. The District expects
544 that employees using the services of private lawyers will cover their own obligations for such fees or costs
545 incurred by the use of such services.
- 546 B. The District agrees to provide reimbursement to staff for loss of personal property or damage thereto
547 when damage or loss occurs when the property is located on the grounds or buildings of the school district
548 for purposes related directly to job-related responsibilities. Such property shall be registered with the Building
549 Principal upon entry and notification shall be given to the office when the personal property is removed from
550 the employee's assigned area of work. Such obligations shall be limited to a maximum claim of five hundred
551 dollars (\$500) per employee in any school year or two hundred fifty dollars (\$250) per incident.
- 552 1. The District agrees only to pay losses to personal vehicles under the deductible clause of the
553 employee's personal vehicle insurance up to \$500. This coverage will exist for personal vehicles while
554 they are located on school property while the employee is involved in school activities or school business.

- 555 2. Other items of personal property will be covered as stated in paragraph B only after they have
556 been listed and registered, giving a reasonable replacement cost, with the Building Principal. In the event
557 that the Principal determines that the District should not be responsible for damage or loss of certain
558 personal items, he shall so notify the employee. Effective upon delivery of such notice, the District shall
559 assume no responsibility with respect to any such item. Employees are encouraged to seek approval of
560 the Principal prior to bringing personal property to school.
- 561 3. If any damaged or lost item is insured under personal insurance policies, the District shall be
562 responsible for that portion of reimbursement not obtained from such carriers up to the limits of coverage
563 set forth in this Section. In no case will the District accept liability for lost cash, checks, money orders,
564 or jewelry.
- 565 4. The employee must report the theft, vandalism, or assault to the appropriate police officials
566 within seventy-two (72) hours of knowledge of the incident.
- 567 C. The Board will maintain a public liability insurance policy that will provide coverage for employees
568 of the District for liability incurred by the employee while acting as an agent of the District within the scope
569 of employment.
- 570 D. Whenever an employee is absent from employment and unable to perform his/her duties as a result
571 of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary for
572 the period of his/her absence to the limit of his/her accumulated sick leave less the amount of any workmen's
573 compensation award made for disability due to said injury. Such absence will be charged to the employee's
574 annual or accumulated sick leave in a pro-rated amount as workmen's compensation bears to the employee's
575 daily sick leave.
- 576 E. An employee who is threatened by any person or group while carrying out assigned duties shall
577 immediately notify the immediate supervisor.
- 578 1. The supervisor shall notify the Superintendent and if necessary, the police.
579 2. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's
580 safety.
581 3. Precautionary measures for the employee's safety shall be reported to the Superintendent at the
582 earliest possible time.
- 583 F. In the event that the District, or any administrative staff, becomes aware of a threat made to an employee's
584 life or personal property; the threatened Employee shall be immediately notified (before the end of the
585 workday that the threat becomes known).
- 586 1. The student making the threat will be immediately suspended or removed from any classes with
587 the teacher until the matter has been thoroughly investigated; the administration, parents, and law
588 enforcement notified; and it is determined that no danger to the certificated staff member or property
589 remains.
590 2. Immediate steps will be taken, in cooperation with the employee, to provide for the employee's
591 safety.
592 3. The administrator and affected employee will determine whether the entire staff of the school
593 where the student resides will be notified of the nature and severity of the threat, and the measures taken
594 to ensure safety.
- 595 G. In the event that a student brings a life-threatening weapon onto school property the staff shall be
596 apprised, in a timely manner, of the situation and the steps taken by administration to intervene and assure
597 safety to students and staff.
- 598 H. In the event that a student makes a threat to the life of another student, the staff will be notified of
599 the threat and intervention steps taken.
- 600 I. A student's prior criminal history shall be provided to any certificated staff who has regular contact
601 with that student prior to their enrollment in the school pursuant to the appropriate RCW or WAC.
- 602 J. Schools will request student records of disciplinary action for all newly enrolled students pursuant
603 to the appropriate RCW or WAC.

604 **ARTICLE IV - EVALUATION AND PROBATION NON-TPEP**

605
606 **Certificated Employee Evaluation Procedure**

607 All employee evaluations shall be conducted in accordance with the appropriate RCW and/or WAC and this
608 agreement. The intent of this Article is to cover the evaluation procedures for all employees not required by
609 statute to be evaluated using a four-tiered rating scale and an instructional framework (“TPEP”). Any
610 employee not on TPEP will be evaluated using the terms of this Article.

611
612 For employees required to be evaluated using the four-tiered rating scale and an instructional framework
613 consistent with the TPEP process, please see Article V of this Agreement.

614
615 **SECTION 4A. Definition of Terms.**

- 616 A. The term “**Observation**” shall mean the actual viewing by the evaluator of the employee working in
617 assigned areas during a specific period of time as part of the evaluation process. Documentation of the
618 observation will be on the Teacher’s observation worksheet.
- 619 B. The term “**Evaluation Process**” shall mean that process which begins with the distribution of evaluation
620 criteria be evaluators to each employee at the beginning of each school year. The process ends with the
621 placement of the Evaluation Report into the employee’s personnel file.
- 622 C. The term “**Evaluator**” shall mean the building principal or supervisor of the employee being evaluated,
623 provided that assistant principal(s) may serve under the direction of the building principal as evaluator.
- 624 D. The term “**Final Evaluation**” shall mean a summary document of the results of observation(s) of the
625 employee during the evaluation process, as well as performance of other professional duties in the school
626 setting, which becomes a permanent part of the employee’s personnel file.
- 627 E. The term “**Series**” shall mean a number of observations coming in succession.
- 628 F. The term “**TPEP**” shall refer to the Washington State Teacher/Principal Evaluation Process as defined
629 by statute.

630
631 **SECTION 4B. General Criteria**

- 632 A. **Purpose:** The primary purpose of evaluation is to increase opportunities for pupil learning through
633 improvement of professional instruction and performance.
- 634 B. **Conduct of the Evaluation:** A principal or an administrative designee will evaluate all certificated
635 personnel in the school.
- 636 C. **Use of Evaluation Results:** The evaluation process shall provide the official means for recognizing
637 levels of performance and encouraging improvement in specific areas through systematic assessment.
- 638 D. **Forms** used to evaluate certificated staff are the Professional Observation Form and the Teacher
639 Evaluation Summary. The specific criteria used in observations and evaluations are found in Appendix
640 A.

641
642 **SECTION 4C. Evaluation Formats**

643 **A. Provisional Status:**

- 644 1. Provisional status shall include all certificated staff who meet the definition of provisional
645 employees under RCW 28A.405.220, as now existing or hereafter amended. Provisional status
646 generally applies during the first three (3) years of employment, unless the employee has previously
647 completed at least two (2) full years of certificated employment in another school district in the state
648 of Washington, in which case provisional status applies during the employee’s first full year of
649 employment at the District.
- 650 2. Staff on provisional status will be on the standard plan of observation and evaluation. See Section
651 4.C.C.
- 652 3. The maximum number of formal observations or series of formal observations for an employee
653 on provisional status shall be five (5) in one contract year; at least two (2) school weeks shall elapse
654 between the observations.
- 655 4. Newly hired provisional employees shall be observed at least once with a minimum observation
656 time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

657 **B. Standard Form**

- 658 1. The number of observations may vary according to individual employee needs. Total observation
659 time in this category shall not be less than sixty (60) minutes for each school year.
- 660 2. Evaluators shall conduct at least two (2) formal observations per school year, one in each
661 semester, unless documented extenuating circumstances exist.
- 662 3. The maximum number of formal observations or series of formal observations shall be five (5)
663 in one (1) contract year. Employees on Probation as defined in Section B of this Article are exempt
664 from this provision.
- 665 4. Additional formal observations may be scheduled upon mutual agreement between the employee
666 and evaluator.
- 667 **C. Short Form:**
- 668 1. After an employee has four (4) years of satisfactory evaluations under the current standard
669 evaluation process, an employee with the endorsement of the building principal may elect to go on
670 the short form method of evaluation.
- 671 2. If the building administrator denies participation in a short form evaluation by a staff member,
672 the reasons shall be stated in writing.
- 673 3. Employees new to a building or to the District will be on the Standard Evaluation format for
674 their first year. They may request to go on the short form format the next year, if they meet the
675 requirement of having four (4) total previous years of satisfactory evaluations.
- 676 a. Employees with at least three (3) years of District experience who transfer into a newly-
677 opening, brand new school may be exempted from this requirement.
- 678 **D. The short form evaluation shall consist of either:**
- 679 1. A formal observation or series of observations, totaling at least thirty (30) minutes during the
680 school year with a written summary, or
- 681 2. At least two (2) observation periods during the school year totaling sixty (60) minutes without
682 a written summary of such observations being prepared and a final written evaluation using the
683 regular criteria.
- 684 3. The standard evaluation process shall be followed at least once every four (4) years and an
685 employee or evaluator may request that the standard evaluation process be conducted in any given
686 school year. The short form evaluation process may not be used as a basis for determining that an
687 employee's work is unsatisfactory as under the standard evaluation process, nor as probable cause
688 for the non-renewal of an employee's contract.
- 689 **E. Professional Growth Plan (PGP):**
- 690 1. The major focus of the PGP is the quality of instruction and the improvement of education
691 experiences for students. The PGP will expand and improve employee performance through
692 professional goal setting, data collection, peer support and continuous assessment. Participation and
693 work done while participating in the PGP may not be used for determining that an employee's work
694 is unsatisfactory or as a basis from probation.
- 695 2. Criteria for Participation:
- 696 a. Participation by an employee is to be voluntary with the approval of the evaluator.
- 697 b. If participation by an employee is denied the reasons shall be stated in writing
- 698 3. Four (4) total previous years of satisfactory evaluations are required for participation.
- 699 4. Employees new to a building or to the District will be on the Standard Evaluation Format for
700 their first year. They may request to go on a PGP the next year, if they meet the requirement of having
701 four (4) total previous years of satisfactory evaluations.
- 702 a. Brand new, newly-opening schools are exempt from this requirement and employees will
703 have the choice to remain on the PGP if allowed by statute.
- 704 5. Approval for participation in the PGP shall be requested annually by the employee.
- 705 6. An employee may remain on the PGP for three (3) years after which time they will rotate off for
706 one (1) year to be evaluated using the standard evaluation. A PGP can be continued parallel to the
707 standard evaluation as agreed to with their evaluator.
- 708 7. An employee may request a fourth or fifth year on the Professional Growth Plan. If the evaluator
709 is concerned that minimum criteria as required by the State statues are not being met during the
710 employee's Professional Growth Plan, the evaluator will inform the employee in writing the request
711 has been denied.

- 712 **F. Professional Growth Design**
- 713 1. Prior to October 1 of each year the employee shall request to participate in the PGP. The
- 714 employee shall then present a copy of their PGP to the evaluator for approval. (See Appendix A)
- 715 2. Goals must be selected in accordance with their impact to student learning and/or employee
- 716 performance,
- 717 3. Goals must support curriculum, assessment, and/or instruction.
- 718 4. A teacher may choose to develop an additional professional certification, advanced degree, or
- 719 additional endorsement.
- 720 **G. Data Collection**
- 721 1. The purpose of data collection is to provide information, which will allow the employee to assess
- 722 progress towards the achievement of goals.
- 723 2. The employee is encouraged to gather input from a broad base of persons affected by his or her
- 724 professional performance.
- 725 3. Data collection may include the following:
- 726 a. Observation by evaluator
- 727 b. Student assessment devices
- 728 c. Parental assessment devices
- 729 d. Self-evaluation
- 730 e. Recording devices
- 731 f. Research
- 732 g. Support group observation critique
- 733 **H. Support Group**
- 734 1. The support group shall consist minimally of the employee and evaluator and shall be established
- 735 at the sole discretion of the employee.
- 736 **I. Meetings**
- 737 1. Meetings shall be scheduled when deemed necessary by the employee to discuss and make
- 738 further suggestions for accomplishments towards goals.
- 739 2. The evaluator and employee shall meet at least three (3) times annually to discuss the PGP.
- 740 i. The first meeting shall be held to discuss the employee's PGP. A revised PGP may be
- 741 submitted after this meeting.
- 742 ii. The second meeting shall be held to discuss the employee's progress toward goals.
- 743 iii. The last meeting shall be prior to the last contracted school day to discuss goal progress
- 744 and assessment and bring closure to the process for the current school year. The purpose
- 745 of the meeting shall be to complete the final evaluation form (Appendix A) and establish
- 746 satisfactory teaching performance by the employee for the contracted year.
- 747 **J. Materials**
- 748 1. Materials, records, or portfolios developed as a result of the employee's participation in the PGP
- 749 shall be the property of the employee and shall not be retained in the employee's personnel file
- 750 or used by the district for evaluation.
- 751 **K. Duration**
- 752 1. If the evaluator is concerned that minimum criteria as required by state statutes are not being met
- 753 during the employee's Professional Growth Plan, the evaluator will inform the employee in writing
- 754 and schedule a meeting within five (5) school days to discuss the areas of concern.
- 755 2. A written summary shall be made available to the employee within five (5) school days of the
- 756 meeting and if the deficiencies have not been addressed within twenty (20) days of the initial concern,
- 757 the evaluator shall meet with the employee to schedule formal observation(s).
- 758 3. While determining that the employee meets minimal criteria, he/she may remain in the
- 759 Professional Growth Plan.
- 760 4. If the evaluator is still not satisfied that the minimum criteria as required by the state can be
- 761 maintained by the employee while on a Professional Growth Plan, the evaluator may choose to place
- 762 the employee on a standard evaluation plan for the remainder of the year and complete a summative
- 763 evaluation based upon formal observation(s).

764 5. Information gathered during the summative evaluation process may be used on the following
765 school year's summative evaluation if the employee continues to show deficiency in performance by
766 having a "needs improvement" marked on their summative evaluation.
767

768 **SECTION 4D. Procedure for Formal Observation**

769 A. Employees shall be informed of the observation and evaluation process and its purpose at a meeting
770 no later than September 30th each school year. A separate meeting shall be held with new employees.

771 B. Formal observations shall have the following characteristics:

772 1. Shall be at least ten (10) minutes in length, as part of a formal series of observations.

773 2. At least one (1) observation of thirty (30) minutes or a series of formal observations totaling at
774 least thirty (30) minutes shall be done by mutual consent between the employee and evaluator.

775 3. A pre-observation conference shall be held between the evaluator and the employee no less than
776 one (1) day prior to each observation to have a conversation regarding goals, expectations, specifics to
777 be observed, etc. In preparation for the pre-observation conference, the evaluator may provide a set of
778 discussion prompts to the employee to guide the conversation. Written documentation will not be
779 required.

780 4. A post-observation conference between the evaluator and the employee shall be held within five
781 (5) school days after the initial observation or series of observations. The five day timeline may be
782 extended by mutual agreement. The purpose of this conference is to discuss the qualities of the
783 employee's effectiveness and to make suggestions for improved performance where needed.

784 5. The teacher observation worksheet will be provided to the employee within three (3) school days
785 of the post-observation conference. This timeline can be extended by mutual agreement.

786 6. Any criterion marked "needs improvement" on an initial observation worksheet shall become a
787 focus of a subsequent observation. If the employee agrees to accept assistance, a plan will be established
788 to assist the employee. The employee will be afforded the opportunity to participate in the development
789 of a professional assistance plan. This plan may include a selection of goals, a timeline for achieving
790 them, and resources that will be provided to assist the employee in meeting the evaluative criteria.
791 Resources may include, but are not limited to: working with another employee, receiving peer coaching,
792 taking course work, and/or being provided various materials.

793 C. The evaluator and certificated staff who do not use the regular form shall meet prior to November 1
794 and establish the methods of observation to be used.

795 D. Any adverse comment that is used in any manner in observing an employee will be promptly
796 reviewed with the employee during the post-conference.

797 E. The employee shall be given the opportunity to respond and/or refute such adverse comment.

798 F. Adverse comments without basis shall not be used in the teacher observation worksheet.

799 G. The evaluator is responsible for observing the employee under a variety of circumstances

800 H. All observations shall consist of direct observation and other observable supplemental data unless
801 the employee and evaluator have agreed to an alternate plan.

802 I. It is recognized that various factors not directly related to employee competence may influence the
803 employee's effectiveness. Among the factors to be considered by the evaluator are the following:

804 1. Workload

805 2. Adequacy of supplies and equipment

806 3. Physical facilities

807 4. Preparation time for the employee

808 5. Administrative support in dealing with disciplinary problems

809 6. Responsibility for exceptional pupils

810 7. Unique situations (films, assemblies, proximity to vacations, employee health, etc.)

811 J. An employee shall notify the evaluator in writing within one (1) work week following the post
812 observation conference of any factors listed in Section I which, in the employee's judgment, could adversely
813 affect the employee observation worksheet.

814 K. If any of these conditions adversely affect the performance level of the employee, the observation
815 worksheet shall duly note these specific conditions.

816 L. Observation worksheets are for the temporary use of the evaluator and employee and shall not
817 become a permanent part of the employee's personnel file.

818 **SECTION 4E. Procedure for Formal Evaluation**

819 A. The employee shall sign the final evaluation form following a review with the evaluator. Such
820 signing need not indicate concurrence with the evaluation, only that the employee received and read the
821 evaluation.

822 B. The employee may write a disclaimer on or appended to the evaluation form. Such disclaimer shall
823 become a part of the evaluation in the employee's personnel file.

824 C. After the evaluation conducted pursuant to the appropriate RCW or WAC, the evaluator may require
825 the teacher to take in-service training provided by the district for skills needing improvement, and may require
826 the teacher to have a mentor for the purposes of achieving such improvement.

827 D. Each employee shall, at the conclusion of the final evaluation of the school year, be provided a copy
828 of the completed evaluation form to be retained in his/her personnel file.

829 E. An employee contracted forty-five (45) school days or longer in an assignment prior to transfer to
830 another District supervisor's jurisdiction shall be evaluated at the time of transfer.

831 F. If an employee resigns, the evaluation form shall be completed prior to the resignation date, if
832 possible.

833 G. Itinerant employees shall be evaluated by a Special Programs Director or designee, or other
834 supervisor designated by the Superintendent or his/her designee for whom the itinerant employee works. All
835 other supervisors that are served by the itinerant employee shall have the opportunity to provide input into
836 the employee's evaluation.

837 H. Special Education staff, other than itinerant staff, and State and Federal program staff, are to be
838 evaluated by building administrators, and/or Special Programs, or designee.

839 I. Any criteria marked "Needs Improvement" on an initial observation worksheet shall become a focus
840 of a subsequent observation. If the employee agrees to accept assistance, a plan will be established to assist
841 the employee. See Section 4.D.B(f).

842 J. Where there exists a reasonable belief by the employee that they cannot receive a fair, unbiased
843 evaluation from their assigned evaluator, a second observer, mutually agreed to by the Association and the
844 District, will be assigned. In the case where the District, Association, and Employee cannot agree on either
845 the need or the identity of a second observer the Association may provide a second observer at Association
846 expense. Teachers on probation shall be entitled to an additional evaluator as set forth in Subsection K,
847 Probation, below.

848 **K. Probation:**

849 1. If it becomes necessary to place an employee on probation, such action shall be based on the
850 evaluation criteria contained in this agreement.

851 2. If an employee is to be placed on probation, the Superintendent will notify the employee in
852 writing of his/her probationary status between October 15th and February 1st.

853 3. The notification for probation shall include the following:

854 a. The specific areas of performance deficiencies

855 b. A reasonable program for improvement of the identified deficiencies

856 4. The evaluator as identified in Section 4A of this Contract shall supervise the probation; however,
857 the evaluator, may authorize additional supervisory employees to evaluate the employee on probation
858 and to aid the employee in improving his/her area(s) of deficiency. Should the evaluator not authorize
859 such additional evaluator, the employee may request that an additional employee evaluator become part
860 of the probationary process and this request must be implemented by including an additional experienced
861 evaluator assigned by the educational service district in which the school district is located and selected
862 from a list of evaluation specialists compiled by the educational service district.

863 5. A probationary period of sixty (60) school days will be established ending no later than May
864 15th.

865 6. During the probationary period the evaluator shall meet with the employee at least twice monthly
866 to supervise and make a written evaluation of the progress, if any, made by the employee.

867 7. The employee may be removed from probation if he/she has demonstrated consistent
868 improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice
869 of probation.

870 8. Written documentation shall be provided for any employee who does not show indicated
871 improvement. This shall constitute grounds for non-renewal or placement into an alternative assignment.

872 Written notification shall be made to the employee. The employee shall have the opportunity to attach a
873 written statement.
874 9. Immediately following the completion of a probationary period that does not produce
875 performance changes detailed in the initial notice of deficiencies and improvement program the employee
876 may be removed from his/her assignment and placed into an alternative assignment for the duration of
877 the school year. This reassignment may not displace another employee nor may it adversely affect the
878 employee's compensation or benefits for the remainder of the contract year. If such a reassignment is not
879 possible, the district may place the employee on paid leave for the balance of the contract term.
880 10. Any materials in the employee's personnel file related to his/her probationary status shall be
881 removed upon written request from the employee to the Human Resources Department when two (2)
882 years have elapsed since removal from probationary status.
883
884

ARTICLE V-EVALUATION AND PROBATION: TPEP

SECTION 5A. Purpose

- A. The purpose of this Article is to incorporate into the CBA the procedures and standards set forth in [RCW 28A.405.100](#) and other state laws related to classroom teacher evaluations, as now existing or as hereafter amended. This section is not intended to add or detract from the rights and responsibilities established by those laws, and if any inconsistencies arise between the provisions of this Section and state law, state law will govern.
- B. The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas as needed, and provides support for professional growth through the systematic assessment of employee performance.
- C. The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in [RCW 28A.405.110](#).
- D. Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in [WAC 392-191-025](#).
- E. The evaluator will assist the teacher by providing support and resources.

SECTION 5B. Evaluator Qualifications

- A. All assigned evaluators will have been trained in the evaluation processes they will be assigned to conduct. Upon request, the District will provide the Association with evidence of the content and successful completion of this training by each individual serving as an evaluator before any such individuals may participate in the evaluation process of bargaining unit members.
- B. No teacher will be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement (Center for Educational Leadership 5D+ or CEL5D+) and any relevant state requirements.

SECTION 5C. Applicability of Evaluation Processes

- A. The evaluation provisions and framework described in this Article IV apply only to “certificated classroom teachers” as defined in [WAC 392-191A-030](#).
- B. This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction. The term “classroom teachers” does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), counselors, librarians, media specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in Article IV of this Agreement.
- C. Each employee by September 15th, or within fifteen (15) days of employment, whichever is later, will be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher’s position and track in the evaluation cycle. Access to this information through an electronic system may replace hard copies when such system becomes available.
- D. Relevant forms must be standard across the District and mutually agreed upon by the Association and District administration. However, forms may differ as long as they are mutually agreed upon by the Association and the District. See **Appendix A**.

SECTION 5D. Professional Development

- A. Each teacher will receive an opportunity for adequate professional development to comprehend the framework and understand the evaluation process. Paid professional development will be available for classroom teachers on an annual basis provided that state funding is provided. All funding provided by the state specific to the purpose of professional development for evaluation will be used for that purpose.

937 This money will not supplant any other District/State/Federal funds designed for other professional
938 development purposes or otherwise negotiated in other provisions of this Agreement.
939

940 **SECTION 5E. Definitions, State Criteria, Framework and Scoring**

941 **A. Definitions**

- 942 1. **Criteria** will mean the eight (8) state defined categories to be scored.
- 943 2. **Component** will mean the sub-section of each criterion (also referred to as “sub-dimensions”).
- 944 3. **Evaluator** will mean a certificated administrator who has been trained in observation, evaluation
945 and the use of the specific instructional framework and rubrics contained in this agreement and
946 relevant state laws pertaining to classroom teacher evaluation.
- 947 4. **Artifacts** are one type of evidence and will mean any products generated, developed or used by a
948 certificated teacher in the normal course of instruction. Teachers are not expected to create artifacts
949 exclusively for use in the evaluation system. Additionally, tools or forms used in the evaluation
950 process may be considered as artifacts when appropriate and relevant.
- 951 5. **Evidence** will mean examples or observable practices of the teacher’s ability and skill in relation to
952 the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or
953 National Boards portfolio but rather is a sampling of information to support the conclusions regarding
954 the teacher’s level of performance. It should be gathered from the normal course of employment.
955 Unsubstantiated Input from students, parents or sources other than the teacher and assigned
956 administrator will not be used as evidence unless agreed to by the employee.
- 957 6. **Not Satisfactory** will mean:
 - 958 a. Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory
959 performance for a teacher.
 - 960 b. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five
961 years of teaching experience and if a summative score of 2 has been received two years in a
962 row or two years within a consecutive three-year period, the teacher is not considered
963 performing at a satisfactory level.
- 964 7. **Student Growth Data** will mean the change in student achievement between two points in time
965 within the current school year, as determined by the teacher.. Assessments used to demonstrate
966 growth will be selected by the classroom teacher.

967 **B. State Evaluation Criteria:**

- 968 1. Centering instruction on high expectations for student achievement,
- 969 2. Demonstrating effective teaching practices,
- 970 3. Recognizing individual student learning needs and developing strategies to address those needs
- 971 4. Providing clear and intentional focus on subject matter content and curriculum,
- 972 5. Fostering and managing a safe, positive learning environment,
- 973 6. Using multiple data elements to modify instruction and improve student learning,
- 974 7. Communicating and collaborating with parents and the school community, and
- 975 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and
976 student learning.

977 **C. Instructional Framework**

- 978 1. The parties have agreed to the Center for Educational Leadership 5D+ (CEL5D+) evidence-based
979 instructional framework. The instructional framework is included in Appendix A. Upon mutual
980 agreement the parties may negotiate a different OSPI approved instructional framework.

981 **D. Criterion Performance Scoring**

- 982 1. It is the evaluator’s responsibility to assign an evaluation rating based on evidence and in
983 collaboration with the teacher. In determining the final criterion score, the following principles will apply:
 - 984 a. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall
985 criterion score cannot be lower than 2 – Basic.
 - 986 b. Each rating will be assigned the following numeric values:
 - 987 i. Unsatisfactory – 1
 - 988 ii. Basic – 2
 - 989 iii. Proficient – 3
 - 990 iv. Distinguished – 4

991 2. After scoring each component, the evaluator will determine the final criterion score based
992 on a majority of the evidence.

993 **E. Summative Performance Rating**

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

- 997 1. 8-14—Unsatisfactory
- 998 2. 15-21—Basic
- 999 3. 22-28—Proficient
- 1000 4. 29-32—Distinguished

1001 **F. Student Growth Criterion Score**

1002 1. Embedded in the instructional framework are five (5) components designated as student growth
1003 components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG
1004 8.1. Evaluators add up the raw score on these components and the employee is given a score of low,
1005 average or high based on the scores below:

- 1006 a. 5-12—Low
- 1007 b. 13-17—Average
- 1008 c. 18-20—High

1009 2. Student growth data will be taken from multiple sources during the school year in which the
1010 evaluation is being conducted, and must be appropriate and relevant to the teacher’s assignment. It
1011 may include teacher initiated formal and/or informal assessments of student progress. Student
1012 achievement that does not show growth between two points in time in the same school year will not
1013 be used to calculate a teacher’s student growth criterion score, except by mutual agreement between
1014 the evaluator and teacher. Evaluators will not consider school-wide or District-wide test scores when
1015 evaluating classroom teachers unless agreed to by the individual teacher in the goal setting/pre-
1016 observation conference.

1017 3. If a teacher receives a Comprehensive Distinguished summative score and a Low student growth
1018 score, they must be automatically moved to the Comprehensive Proficient level for their summative
1019 score. If a teacher receives an overall student growth score of “Low” on the student growth
1020 components, it will trigger a required student growth inquiry plan. Within two months of receiving
1021 the low student growth score or at the beginning of the following school year, the teacher and
1022 evaluator will mutually agree to engage in one of the following:

- 1023 4. Examine student growth data in conjunction with other evidence including observation, artifacts and
1024 other student and teacher information based on appropriate classroom, school, school district and
1025 state-based tools and practices;
- 1026 5. Examine extenuating circumstances which may include one or more of the following: Goal setting
1027 process; content and expectations; student attendance; extent to which standards, curriculum and
1028 assessment are aligned;
- 1029 6. Schedule monthly conferences focused on improving student growth to include one or more of the
1030 following topics:
- 1031 7. Student growth goal revisions, refinement, and progress;
- 1032 8. best practices related to instructional areas in need of attention;
- 1033 9. Create and implement a professional development plan to address student growth areas.

1034
1035 **SECTION 5F. Procedural Components of Evaluation**

1036 A. **Notification:** The teacher will be notified by September 15 each year, or within fifteen (15) days of the
1037 beginning of the school year, whichever is later, of their evaluator and whether the teacher will be
1038 evaluated using a comprehensive or focused evaluation. Pursuant to RCW [28A.405.100](#), either the
1039 teacher or the evaluator may initiate a change from focused to comprehensive evaluation.

1040 B. **Student Growth Goal Setting:** By October 15 each school year, the teacher will determine a student
1041 growth goal for the appropriate component or components of SG-3.1, SG-6.1 and SG-8.1 on a Goal
1042 Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal. (**Appendix #**).

1043 C. **Artifacts and Evidence:** It will be the responsibility of the evaluator to collect artifacts and evidence
1044 necessary to complete the evaluation. All information collected will be shared with the teacher.

- 1045 D. The teacher may, but is not required to, provide additional artifacts and evidence to aid in the assessment
1046 of the teacher’s professional performance against the instructional framework rubric, especially for those
1047 criteria not observed in the classroom. The evidence provided by the teacher will be utilized in
1048 determining the final evaluation score.
- 1049 E. **Record-Keeping:** The District will adhere to the following:
- 1050 a. A copy of the final framework rubric, teacher’s written comments, if provided, and forms will
1051 be included in the teacher’s personnel file.
 - 1052 b. Evaluators will share any collected evidence with the teacher within five (5) contract days and
1053 allow teachers to add comments or additional evidence.
 - 1054 c. Teachers will not be required to share self-assessment information.
 - 1055 d. Any and all data kept for evaluation will be considered confidential, and not be subject to public
1056 disclosure except to the extent required by law.
 - 1057 e. In the event electronic means are used for record keeping, teachers will have access to the
1058 electronic record system at such time as it is agreed to by the parties. The necessary equipment
1059 needed to use any adopted electronic system will be provided by the District for each affected
1060 employee.
- 1061 F. **Electronic Monitoring:** All observations will be conducted openly. Mechanical or electronic devices
1062 will not be used to listen to or record the procedures of any class without the prior knowledge and consent
1063 of the teacher. If the teacher grants consent for electronic monitoring, they may revoke consent at any
1064 time in writing to their evaluator.
- 1065 G. **Additional/Alternate Observer:** Where there exists a reasonable belief by the employee that they
1066 cannot receive a fair, unbiased evaluation from their assigned evaluator, a second observer, mutually
1067 agreed to by the Association and the District, will be assigned. In the case where the District, Association,
1068 and Employee cannot on agree on either the need or the identity of a second observer the Association
1069 may provide a second observer at Association expense.
- 1070 H. Teachers on probation will be entitled to an additional evaluator as set forth in Section 5K, below.

1071
1072 **SECTION 5G. Comprehensive Evaluation Process**

- 1073 A. A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for
1074 focused evaluations must complete a comprehensive evaluation once every four years.
- 1075 B. **Pre-Observation Conference:** At least one pre-observation conference will be held before the first
1076 formal observation or series of observations. The purpose of the pre-observation conference is to discuss
1077 the employee’s goals, establish a date for the formal observation or series, and to discuss such matters as
1078 the professional activities to be observed, their content, objectives, strategies, and possible observable
1079 evidence to meet the scoring criteria. Additional pre-observation conferences may be held at the request
1080 of the evaluator or teacher.
- 1081 C. **Formal Observation:** Each employee will have at least one prearranged formal observation conducted
1082 within the first ninety (90) contract days of the school year unless documented extenuating circumstances
1083 exist. The total annual observation time cannot be less than sixty (60) minutes. At least one formal
1084 observation will occur of not less than 30 minutes in length. The remainder of the required sixty (60)
1085 minutes may be comprised of a series of “drop-in” observations each being not less than ten (10) minutes
1086 in length or an additional formal observation.
- 1087 D. An employee in the third year of provisional status as defined in RCW 28A.405.220 will be observed at
1088 least three (3) times in the performance of his or her duties and the total observation time for the school
1089 year will not be less than ninety (90) minutes.
- 1090 E. Teachers will be notified at least 48 hours prior to a formal observation. Observations will not take place
1091 the first week of the school year.
- 1092 F. The evaluator will document all formal observations using the negotiated form (see Appendix A) and
1093 provide the information to the employee within three (3) days following the observation date and at least
1094 one (1) day prior to the post observation conference.
- 1095 G. The teacher will be provided the opportunity to submit additional evidence to aid in the assessment of
1096 the teacher’s professional performance against the instructional framework rubric, especially for those
1097 criteria not observed in the classroom. The evidence provided by the teacher will be utilized by the
1098 evaluator in determining the final evaluation score.

- 1099 H. Any criteria of concern on an initial observation report will become a focus of a subsequent observation.
1100 If the employee agrees to accept assistance, a plan will be established to assist the employee. The
1101 employee will be afforded the opportunity to participate in the development of a professional assistance
1102 plan. This plan may include a selection of goals, a time line for achieving them, and resources that will
1103 be provided to assist the employee in meeting the evaluative criteria. Resources may include, but are not
1104 limited to; working with another employee, receiving peer coaching, taking course work, and/or being
1105 provided various materials.
- 1106 I. Any adverse comment that is used in any manner in observing an employee will be promptly reviewed
1107 with the employee.
- 1108 J. The employee will be given the opportunity to respond and/or refute any such adverse comment.
- 1109 K. Adverse comments without basis will not be used in the employee observation report nor become part of
1110 the final evaluation.
- 1111 L. The evaluator is responsible for observing the employee under a variety of circumstances such as
1112 different subject areas and various instructional methods.
- 1113 M. All observations will consist of direct observation and other observable supplemental data unless the
1114 employee and evaluator have agreed to an alternate plan.
- 1115 N. It is recognized that various factors not directly related to instructional skill may influence the certificated
1116 employee's effectiveness. Among the factors to be considered by the evaluator are the following:
1117 a. Workload
1118 b. Adequacy of supplies and equipment
1119 c. Physical facilities
1120 d. Preparation time for the employee
1121 e. Administrative support in dealing with disciplinary problems
1122 f. Responsibility for exceptional pupils
1123 g. Unique situations (films, assemblies, proximity to vacations, teacher health, etc.)
- 1124 O. Following an observation report the employee will notify the evaluator in writing within five (5) contract
1125 days or by documenting during the post observation conference of any such factors not noted by the
1126 evaluator which, in the employee's judgment, could adversely affect their observation. If any of these
1127 conditions adversely affect the performance level or the instructional program, the teacher observation
1128 form will duly note these specific conditions and the evaluator will make appropriate adjustments for
1129 said conditions when determining criterion scores.
- 1130 P. **Post-Observation Conference**
- 1131 a. A post-observation conference between the evaluator and the employee will be held no later than
1132 five (5) contract days after the formal observation. Electronic communication satisfies this
1133 meeting, however a face to face meeting can be requested. Following any drop-in or informal
1134 observation, feedback will be provided within three (3) days and a post observation conference
1135 may be requested by the employee or supervisor. An employee may give consent to a variation
1136 or modification to the timeline or format for the post-observation conference.
- 1137 b. The purpose of a post-observation conference or written feedback is to review the evaluator's
1138 and employee's evidence related to the scoring criteria during the observation, and to discuss the
1139 employee's performance. The employee may submit evidence of the teacher's professional
1140 performance that the teacher deemed was not observed in the classroom. The evidence provided
1141 by the teacher will be utilized in determining the final evaluation score (see Appendix A).
- 1142 Q. **Informal Observations**
- 1143 a. Information from informal observations will be provided to the employee if it is to be used in the
1144 evaluation of the employee.
- 1145 b. Informal observations may consist of drop-ins or walkthroughs which occur during the
1146 employee's instructional time in their classroom(s), or in other settings.
- 1147 R. **Final Summative Evaluation Conference:** If the employee's comprehensive summative score is
1148 projected to be less than Proficient, the evaluator and teacher will meet to discuss the teacher's final
1149 projected summative score no later than May 15th. The final comprehensive summative score, including
1150 the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic
1151 assessment of the teacher's performance over the course of the year.
- 1152 a. The teacher has the right to provide additional evidence for each criterion to be scored.

- 1153 b. All evidence, measures and observations used in developing the final summative evaluation
1154 score must be a product of the school year in which the evaluation is conducted.
- 1155 S. If the employee is to receive a comprehensive summative score below Proficient, the District will offer
1156 additional support or resources to assist in their professional development.
- 1157 T. The Association President will be notified by June 30th of any employees rated with a comprehensive
1158 summative score below Proficient.
- 1159 U. All scores will be objectively based on evidence. No quotas or limits will be imposed on individual
1160 evaluators, buildings or the District as a whole regarding the number of Distinguished, Proficient, Basic
1161 or Unsatisfactory ratings given.
- 1162 V. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher will sign
1163 the evaluation form to indicate receipt. The signature of the teacher does not necessarily imply that the
1164 employee agrees with its contents. The teacher may attach any written comments to observations and to
1165 the final annual evaluation report as well.
- 1166

1167 **SECTION 5H. Focused Evaluation Process**

- 1168 A. The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation
1169 process, and will include evaluation of one of the eight state criteria.
- 1170 B. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be
1171 evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for three (3)
1172 years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move
1173 from the Focused to the Comprehensive Evaluation.
- 1174 C. Should an evaluator determine that a teacher on a focused evaluation should be moved to a
1175 comprehensive evaluation for that school year, the teacher must be informed of this decision in writing
1176 at any time on or before November 15th. The written notice will state the reason for change. A teacher
1177 moved from focused to comprehensive evaluation may request a conference with the evaluator to discuss
1178 the reasons for the change and the steps the teacher can take to address any deficiencies on which the
1179 determination was based.
- 1180 D. The criterion area to be evaluated in a focused evaluation will be proposed by the teacher before or at the
1181 first pre-observation conference. The evaluator may provide input and suggestions to arrive at a mutually
1182 agreed upon criterion
- 1183 E. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components
1184 in criterion 3 or 6.
- 1185 F. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom
1186 based observation will not be required.
- 1187 G. Observations and conferences for the focused evaluation will follow the process set forth in **Section F,**
1188 **Procedural Components of Evaluation, and Section G, Comprehensive Evaluation Process,** above.
- 1189 H. A summative score is assigned using the summative score from the most recent comprehensive
1190 evaluation. This score becomes the focused summative evaluation score for any of the subsequent years
1191 following the comprehensive summative evaluation in which the certificated classroom teacher is placed
1192 on a focused evaluation.
- 1193 I. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4
1194 (Distinguished) score may be awarded by the evaluator.
- 1195 J. A group of teachers may focus on the same evaluation criterion and share professional growth activities
1196 and goals. This collaboration will be initiated by the teacher(s) and no individual will be required to work
1197 on a shared goal.
- 1198

1199 **SECTION 5I. Provisional Employees**

- 1200 A. The course of action for provisional employees will follow the guidelines stated in RCW [28A.405.220](#).
- 1201

1202 **SECTION 5J. Probation**

- 1203 A. At any time after October 15 but before February 1, a classroom teacher whose work is judged not
1204 satisfactory based on the scoring criteria will be placed on probation and notified in writing of the specific
1205 areas of deficiencies and provided a written reasonable plan of improvement.

- 1206 B. A classroom teacher's work is not judged satisfactory, and therefore will be placed on probation, when
1207 the overall comprehensive score is Unsatisfactory (1).
- 1208 C. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching
1209 experience whose comprehensive summative evaluation score is below Proficient (3) for two (2)
1210 consecutive years or for two (2) years within a consecutive three (3) year time period will also be placed
1211 on probation.
- 1212 D. Teachers on continuing contracts who have been assigned to teach outside of their endorsements will not
1213 be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-
1214 endorsement assignments in accordance with WAC 181-82-110.
- 1215 E. In the event that an evaluator determines that the performance of a teacher under his/her supervision
1216 merits probation, the evaluator will report the same in writing to the Superintendent. The report will
1217 include the following:
- 1218 F. The evaluation report.
- 1219 G. A recommended specific and reasonable program designed to assist the teacher in improving his or her
1220 performance.
- 1221 H. If the Superintendent concurs with the administrator's judgment that the performance of the employee is
1222 not satisfactory, the Superintendent will place the teacher in a probationary status for a period of not less
1223 than sixty (60) school days, any time after October 15. The probationary period may be extended into the
1224 following school year if the teacher has more than five (5) years of teaching experience and the final
1225 summative rating as of May 15th is Unsatisfactory. Before being placed on probation, the Association
1226 and the employee will be given notice of action of the Superintendent which will contain the following
1227 information:
- 1228 1. Specific areas of performance deficiencies identified from the instructional framework;
 - 1229 2. A suggested specific and reasonable plan for improvement;
 - 1230 3. A statement indicating the duration of the probationary period and that the purpose of the
1231 probationary period is to give the teacher the opportunity to demonstrate improvement in
1232 his/her area or areas of deficiency.
 - 1233 4. A reasonable plan of improvement will be developed and will include the specific evaluative
1234 criteria which must be met and the measures and benchmarks which will be used to
1235 determine the teacher's success or failure. The plan will include a system for periodic
1236 feedback during the term of probation will include supports provided and funded by the
1237 district, and the dates those supports will be put in place. The employee may choose to
1238 include an Association Representative and/or independent mentor, paid for by the
1239 Association, in the development and monitoring of the improvement plan. Any support
1240 activities required by the District will be compensated at the employee's per diem rate of pay
1241 for any time that occurs outside the normal work day /year.
- 1242 I. Evaluation During the Probationary Period: At or about the time of the delivery of a probationary letter,
1243 the evaluator will hold a conference with the probationary teacher to discuss performance deficiencies
1244 and the remedial measures to be taken.
- 1245 1. Once the criteria for improvement have been determined, they may not be changed.
 - 1246 2. During the probationary period the evaluator will meet with the probationary teacher at least
1247 twice a month to supervise and make a written evaluation of the progress, if any, made by
1248 the teacher. The provisions of this agreement will apply to the documentation of observation
1249 reports and evaluation reports during the probationary period.
 - 1250 3. The probationer may be removed from probation at any time if he/she has demonstrated
1251 improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her
1252 notice of probation (as evidenced by a new summative score).
 - 1253 4. The evaluator may authorize one additional supervisory certificated employee to evaluate
1254 the probationer and to aid the employee in improving his or her areas of deficiency. Should
1255 the evaluator not authorize such additional evaluator, the probationer may request that an
1256 additional certificated employee evaluator become part of the probationary process and this
1257 request must be implemented by including an additional experienced evaluator assigned by
1258 the Educational Service District (ESD) in which the school district is located and selected
1259 from a list of evaluation specialists compiled by the educational service district.

- 1260 5. If a procedural error occurs in the implementation of a program for improvement, the error
1261 does not invalidate the probationer's plan for improvement or evaluation activities unless the
1262 error materially affects the effectiveness of the plan or the ability to evaluate the probationer's
1263 performance.
- 1264 J. A classroom teacher must be removed from probation if a teacher with five (5) or fewer years of
1265 experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at
1266 Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
- 1267 K. Lack of necessary improvement during the established probationary period, as specifically documented
1268 in writing with notification to the probationer, constitutes grounds for a finding of probable cause under
1269 RCW 28A.405.300 or 28A.405.210.
- 1270 L. Evaluator's Post-Probation Report
- 1271 M. Unless the probationary teacher has previously been removed from probation, the evaluator will submit
1272 a written report to the Superintendent at the end of the probationary period which report will identify
1273 whether the performance of the probationary teacher has improved and which will set forth one (1) of
1274 the following recommendations for further action:
- 1275 1. That the teacher has demonstrated sufficient improvement to obtain a comprehensive
1276 summative evaluation rating sufficient to justify the removal of the probationary status (as
1277 defined in Paragraph 8, above); or
- 1278 2. That the teacher has not demonstrated sufficient improvement to receive the necessary
1279 overall comprehensive summative evaluation score required to be removed from probation,
1280 and action should be taken to non-renew the employment contract of the teacher.
- 1281 N. Action by the Superintendent: Following a review of the report submitted pursuant to Section 4K.10
1282 above, the Superintendent will determine which of the alternative courses of action is proper and will
1283 take appropriate action to implement such determination.
- 1284 O. A teacher who fails to successfully complete the probation process, as outlined above, may have their
1285 probationary period extended to the extent allowed by law, or may be recommended for non-renewal.
- 1286 P. After three (3) years of satisfactory evaluations, an employee may request for probationary records to be
1287 removed from their personnel files. The final evaluation itself will remain permanently in the personnel
1288 file.

1289
1290 **SECTION 5K. Non-Renewal (Discharge)**

- 1291 A. When a continuing contract employee with five or more years of experience receives a comprehensive
1292 summative evaluation performance rating of level 1 for two consecutive years, the school district is
1293 required by RCW 28A.405.100 to implement the employee notification of discharge, as provided in
1294 RCW 28A.405.300, within ten days of the completion of the second comprehensive summative
1295 evaluation or May 15th, whichever occurs first. Any such employee who receives a "1" rating will be
1296 placed on a plan of improvement after the first one "1" rating. If the first one "1" rating is received at a
1297 time during the school year when a sixty-school-day plan of improvement cannot be completed before
1298 May 15, the plan of improvement will be commenced immediately and extended into the following
1299 school year. Additional days may be added to the plan of improvement by mutual agreement provided it
1300 concludes by no later than May 15 of the following school year.

1301
1302 **SECTION 5L. Probable Cause**

- 1303 A. Any employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge
1304 by the Superintendent pursuant to this Article will have ten (10) calendar days following receipt of said
1305 notice to file any notice of appeal as provided by statute or by this Agreement.

1306
1307 **SECTION 5M. Evaluation Results**

- 1308 A. Evaluation results will be used:
- 1309 1. To promote reflection on professional practice and facilitate continued professional growth.
- 1310 2. To document the level of performance by a teacher of his/her assigned duties.
- 1311 3. To identify specific areas in which the teacher may need improvement according to the criteria
1312 included on the evaluation instrument.

- 1313 4. To document performance by a teacher judged unsatisfactory based on the District evaluation
1314 criteria.
- 1315 B. Evaluation results will not be:
- 1316 1. Shared or published with any teacher identifying information.
- 1317 2. Shared or published without notification to the individual the Association.
- 1318 3. Used to determine any type of base or additional compensation.
- 1319 4. Considered an adverse effect on an employee's contract or as a step in progressive discipline.

ARTICLE VI - ASSIGNMENT, TRANSFER AND VACANCY

SECTION 6A. Definition of Terms

- A. A “**vacancy**” is a position that another employee has left, leaving no employee assigned or one, which has been newly created.
- B. A “**transfer**” happens when an employee’s work assignment is changed to another building.
- C. “**Assignment**” means the grade, program and/or course or classes the employee shall teach within the building.
- D. An “**administrative transfer**” happens when the District mandates an employee to change their work assignment to a different building.
- E. An “**employee reassignment request**” is one initiated by the employee for a change within a building.
- F. An “**administrative reassignment**” is an administratively initiated change within a building.
- G. “**Seniority**” for the purposes of this Section, is defined as total number of years teaching in Washington State. The date the employee signed the initial Richland employment certificated contract will be used to break ties.
- H. “**Qualifications**” is defined as: Certification required by the Office of the Superintendent of Public Instruction (OSPI) or Federal program requirements **AND** Either a major or minor in the subject area **OR** at least .4 FTE successful experience in any one year in the grade level, subject area or program.
- I. “**Program**” is any course of study, which the district supports with an allocated yearly budget. (i.e. GATE)
- J. “**Classroom/workspace placement**” is the physical room or space where an employee works.
- K. “**Pool**” are unassigned vacancies posted by the District with new hire assignment to be determined after in-building and in-district transfers occur.

SECTION 6B. Assignment, Transfer, and Vacancy

- A. Employees shall be **assigned** in accordance with the regulations of the State Board of Education and shall not, except for good cause, be assigned subjects and/or grade or other classes outside of their teaching certificates and/or their major or minor fields of study.
- B. Written **notification of school placement** shall be provided to all affected employees by June 1 of the current school year, if known.
 - 1. In other cases, personnel will be notified as soon as placement is known.
 - 2. In the event that it becomes necessary to transfer or reassign employees following said notification, the immediate supervisor or the District shall inform the affected employee of the reason(s), in writing.
- C. No later than March 1 of each academic year, the District shall post a District **seniority list** at each site. A District seniority list, sorted by date, shall be sent to the Association President.
- D. Reassignments/Transfers:
 - 1. By March 31st annually, the District will notify building principals of their projected staffing allocations for the upcoming school year. Building principals will communicate staffing allocations to all staff.
 - 2. After in-building reassignments are complete, vacant positions will be posted in-building for five school days (5) days with preference given to in-building applicants first before in-district. If there are no applicants after in-building posting, the District will post the vacancy in-district for at least five (5) working days during the school year. The District may post the five (5) in-building and the five (5) in-district days simultaneously.
 - a. Employees who are to be administratively reassigned to another subject or grade level shall be notified within the first round of district postings, if possible.
 - b. In determining such assignments, principals will consider satisfactory evaluations, qualifications, seniority, and employee interests.
 - c. Part-time employees with at least 0.4 FTE possess the same transfer rights as full time (1.0) FTE employees.
 - 3. If a position is not filled with a qualified in-building or in-district applicant in accordance with posting timelines outlined in M.2 below, applicants may then be selected from the pool to fill the position from out-of-district.

- 1373 4. Employees shall have access to information regarding available assignments in their building
1374 prior to placement of employees in those assignments for the subsequent year.
- 1375 E. Employees who wish to apply for a posted position shall indicate their interest using the on-line
1376 application system, no later than the fifth (5th) school day following the posting of such vacancy or before
1377 the advertised closing date for the position if during the summer months.
- 1378 F. If a **vacancy is filled during the current year**, in-district employees not selected shall receive a
1379 letter within thirty (30) school days after the vacancy is filled. Such notice shall include the reason(s) for non-
1380 selection.
- 1381 G. If a **vacancy is filled during the summer months**, the District shall notify each in-district employee
1382 whose application was not successful stating the specific reason(s) for non-selection. This notification shall
1383 be in writing.
- 1384 H. Qualified employees who desire a transfer to a **vacant position** shall be considered on the basis of
1385 the District's job announcement and selected before applicants from outside the Bargaining Unit, between
1386 the first contracted day and June 15th.
- 1387 1. The building reassignment preference does not apply if special certification is required for a
1388 posted vacancy.
- 1389 2. To apply for a vacancy, the employee's most recent Evaluation Summary must not have any
1390 categories marked "needs improvement", or for classroom teachers, the overall summative evaluation
1391 score must not be either "Basic" or "Unsatisfactory". Also, the employee must not be on a current formal
1392 Plan of Improvement.
- 1393 3. If more than one District employee is acceptable for the position, the most senior employee shall be
1394 selected when qualifications are substantially equal. District employees and Principals are encouraged to
1395 have conversations regarding expectations to ensure a successful transition.
- 1396 4. Where an employee's voluntary transfer into a position will cause the District a loss of funding under
1397 state or federal regulations, the employee will be responsible to take the steps needed to remedy the
1398 situation. The District shall provide the employee assistance and support, excluding financial support,
1399 in fulfilling the necessary requirements. Failure to remedy the funding issue(s) within the first year in
1400 the new assignment may result in the employee being administratively transferred into a position which
1401 prevents such loss of funding.
- 1402 I. **Vacancies During the School Year:** When a vacancy occurs during the school year, it shall be filled by
1403 a replacement employee or employee application.
- 1404 J. **Administrative Transfers:**
- 1405 1. Transfers initiated by administration may be made only for the following reasons:
- 1406 a. Excess staff due to decline in student enrollment,
1407 b. School closure or boundary reorganization,
1408 c. Program needs of a school or program and
1409 d. Conflict between employees within a grade level or department that creates a disruption of
1410 the educational process and/or serious problem within the grade level, department or
1411 building.
- 1412 e. Before such transfers are made, the following steps will be taken if requested by one (1) or
1413 more of the affected employees:
- 1414 i. Informal conflict resolution
1415 ii. Meeting between the employees, their principal and an Association representative
1416 to discuss issues and possible solutions or accommodations
1417 iii. Formal mediation
1418 iv. Meeting with the employees, principal, Association representative, and the District
1419 to discuss transfer options.
- 1420 f. In cases of conflict, the following criteria will be considered in selecting the individual(s) to
1421 be transferred:
- 1422 i. available positions,
1423 ii. teacher preferences (including volunteering to transfer),
1424 iii. qualifications
1425 iv. the willingness of individuals to resolve the conflict,
1426 v. The unique details related to the conflict.

- 1427 2. Prior to the selection of any unit member for administrative transfer, the District shall notify all unit
1428 members at the affected site or program of the potential for administrative transfer(s) to allow
1429 voluntary transfers from the site. This does not apply to 1d) above.
- 1430 3. Notice of an administrative transfer shall be given to the affected employee and the Association
1431 president as soon as the decision to transfer is determined.
- 1432 4. The least senior employee will be selected providing program requirements can be met and the
1433 employee qualifications are substantially equal unless a more senior employee volunteers to transfer.
1434 This does not apply to 1d) above.
- 1435 5. An administrative transfer shall be made after the Executive Director of Human Resources, who shall
1436 give reasons for the transfer, has personally contacted the affected employee. The transferred
1437 employee is entitled to discuss his/her personal desires at that time.
- 1438 6. When requested, an employee to be transferred during the school year shall be released from teaching
1439 for up to three (3) school days or be paid three (3) days of pay at per diem at the employee's option
1440 to prepare for the new assignment.
- 1441 a. The release time must be scheduled within one (1) week of the transfer date.
- 1442 b. The District will inform the affected employee of this option to receive release time.
- 1443 c. The affected employee who is required to transfer during the school year may request, from
1444 their supervisor, the assistance of classified employee(s) to help move the transferee's
1445 instructional materials.
- 1446 7. Administrative transfers shall be limited to one every three (3) years.
- 1447 8. Unit members who have been administratively transferred shall have the **right of first refusal** at the
1448 site from which he/she was administratively transferred provided he/she are qualified for said
1449 position for a period of three (3) years. First right of refusal is after the in-building movement is
1450 done and there is an "open" position in the building. When two or more administratively transferred
1451 unit members qualify under this section; the vacant position shall be filled by the most senior unit
1452 member.
- 1453 9. If an employee is administratively transferred into a position that will cause the District a loss of
1454 funding under state or federal regulations, the District shall provide the employee assistance and
1455 support, including payment of associated costs and compensation for the employee's time, in
1456 fulfilling the necessary requirements.
- 1457 10. When an employee is reassigned to a position that requires the employee to become highly
1458 qualified, the District will reimburse the employee for the cost of taking and successfully completing
1459 the necessary test. Examples of this would be the West E or NES.
- 1460 **K. Transfers Occasioned by School Closures or Program Reductions:**
- 1461 1. Employees affected by building closures or program reductions will be placed in vacant positions
1462 first.
- 1463 2. Every attempt shall be made to determine staff interests and preferences.
- 1464 3. In the event a position is desired by more than one employee, the most senior employee shall be
1465 selected when qualifications are substantially equal.
- 1466 4. Some displacement of other employees may occur at the discretion of the District, but only for good
1467 cause. Good cause includes but is not necessarily limited to displacements made to avoid nonrenewal
1468 of one or more employees in the event of a reduction in force or school closure.
- 1469 5. Transfers of staff who are **displaced by building closures or program reductions** shall be made to
1470 open or newly created positions.
- 1471 6. In the event there are no such positions, persons will be administratively transferred to a school
1472 assignment determined most appropriate for employee and staff program needs.
- 1473 7. Preferences and interests shall be given careful considerations.
- 1474 8. In schools where there is **overstaffing**, the least senior employee(s) shall be transferred unless there
1475 is an overriding program need.
- 1476 **L. Opening/Reopening a New School:**
- 1477 1. When a new school is to be opened, the following procedures will be followed in transferring unit
1478 members to that school:
- 1479 a. The District will share with the Association the proposed organizational plan of the school
1480 as soon as said plan is available.

- 1481 i. The organizational plan shall set forth the number of positions at the new site
1482 together with required qualifications for each position.
1483 ii. A “Core Team” will be developed
1484 1. A written application will be developed by District and shared with the
1485 Association.
1486 2. Qualified employees will be ranked in order of seniority, qualifications, and
1487 interests.
1488 3. The Core Team will assist the Principal in the development of the school
1489 goals, objectives, programs, and building facility planning.
1490 4. Employees chosen for the “Core Team” will have first right to assignment
1491 or refusal of assignment in the new building.
1492 iii. Unit members displaced by transfer of students shall be given right of first refusal
1493 to the same or similar positions at the new site.
1494 1. The remaining positions shall be considered vacancies and posted according
1495 to the provisions set forth in Section 5B of this agreement.
1496 2. If vacancies still remain, unit members shall be administratively transferred
1497 to fill remaining transfer positions according to the provisions set forth
1498 herein.

1499 **M. Vacancies for Subsequent School Year:**

- 1500 1. The Human Resources Office shall post in every building each vacancy no later than five (5) business
1501 days after it occurs. Copies of said “posting” shall be sent to the Association president.
1502 2. Vacancies shall be posted for at least five (5) working days during the school year (consistent with
1503 D.2 above). If there are no applicants after in-building posting, the District will post the vacancy in-
1504 district for at least five (5) working days during the school year. If, after at least five (5) days of in-
1505 district posting there are still no applicants, the vacancy may be posted to external applicants on the
1506 Richland School District jobs website.
1507 3. No vacancy shall be filled until the posting date expires. Employees hired into a “pool” will be
1508 assigned a vacant position after the in-district posting date expires and prior to the vacancy being
1509 posted to external applicants on the Richland School District jobs website.
1510 4. During the summer vacation the vacancies will be posted on the Richland School District jobs
1511 website with copies provided to the Association.
1512 5. Vacancies will also be posted on the District website and other websites if applicable (such as WA
1513 Teach, Teacher-Teacher, WEA JobLink, etc.).
1514

1515 **SECTION 6C. Selection of Personnel**

- 1516 A. When practical, appropriate employees shall be involved in the selection of certificated personnel,
1517 provided that the final responsibility for employment of certificated personnel shall rest solely with the
1518 Board.
1519

1520 **SECTION 6D. Retire/Rehire**

- 1521 A. A member who retires and is separated from service may be rehired in accordance with current RSD
1522 Policy and applicable RCW guidelines.
1523 1. Retire/Rehire employees will not be considered for a posted vacancy unless there are no qualified
1524 applicants for the position.
1525 2. Positions must be posted annually and a retiree may be re-employed if no qualified applicants
1526 apply for the vacancy.
1527 3. Retire/Rehire employees who are rehired will be considered the same as a leave replacement
1528 employee and will be given a non-continuing contract.
1529 4. Retire/Rehire employees will not be eligible for sick leave or personal leave accumulation, and/or
1530 cash out. Retire/Rehire employees will receive applicable benefits.
1531 B. Article V, Assignment, Transfer, Vacancies is not applicable for Retire/Rehire employees.
1532 C. Retire/Rehire employees will not be eligible for the District Early Notification Incentive for Retirement
1533 or Resignation.
1534 D. Retire/Rehire employees will be evaluated using the Short Form, if they are a previous RSD Employee.

1535
1536

1. A Standard Form will be used if new to the RSD District.
2. The Professional Growth Plan is not an option for Retiree evaluation.

ARTICLE VII – INSTRUCTION

SECTION 7A. Definition of Terms

- A. A “**student hour**” is defined as the unit of overload, which results from carrying an overload of one (1) student for a period of one (1) instructional period.
- B. A “**student day**” is defined as the unit of overload, which results from carrying an overload of one (1) student for a period of one (1) full teaching day.
- C. “**FTE**” refers to Full Time Equivalent individual.

SECTION 7B. Work Day

- A. The usual **work day** for employees shall be seven and one half (7.5) hours, including a thirty (30) minute duty-free lunch period. Teachers and other certificated personnel are required to be at their respective schools for the benefit of pupils and patrons at least thirty minutes before the opening of school in the morning and at least thirty minutes after the closing of school in the afternoon.
 - 1. The District shall provide adequate classroom/work space and appropriate furnishings for each employee including a lockable storage space for professional and/or instructional materials
 - 2. Employees will have access to a furnished employee lounge.
 - 3. Employees at Rivers Edge High School (REHS) and Three Rivers Home Link (TRHL) may work with their supervisor to reallocate the sixty (60) minutes before and after the school day to suit staff, student, and parent needs.
 - 4. Supervisors may allow employees at REHS and TRHL to complete work off-site when adequate work space is unavailable and/or the nature of the work is such that it can be completed off site.
 - 5. Final approval of (3) and (4) above belongs solely to the REHS or TRHL supervisor.
- B. **Additional duties** beyond the 7.5 hour work day may be requested of employees and paid at per diem.
- C. Staff meetings that extend not more than 15 minutes beyond the 7.5 hour work day may be scheduled once per month unless agreed upon by staff to support the building decision making process on an issue. Work/activities in support of these meetings to be completed outside of the scheduled meeting time shall be kept to a minimum and should be reasonably able to be completed within contract time. Staff are encouraged to attend for the duration of the meeting.
- D. **Certificated** employees shall be allowed to leave their respective buildings immediately after the departure of students:
 - 1. Prior to those vacations which include a legal holiday or
 - 2. Prior to those weekends that include a legal holiday
 - 3. Except the last day of the school year and
 - 4. On the Fridays before a weekend or break with a legal holiday, elementary teachers may leave at 3:15 pm and secondary teachers may leave at 2:30 pm.
 - 5. On the Wednesday before Thanksgiving, elementary teachers may leave at noon and secondary teachers may leave after students are dismissed.
- E. **Planning Time:**
 - 1. **Secondary**
 - a. Certificated employees in the secondary schools shall be assigned not more than three hundred (300) minutes of classroom instruction and supervision time per day.
 - b. In addition, each secondary employee shall be entitled to two hundred seventy five (275) minutes of planning time per week. This provision shall not include employee lunch periods, passing time, or times spent before and after the student day.
 - c. Due to the alternative and flexible scheduling present in ALE settings, at REHS (ALE only) and TRHL, specific planning time on each individual day is not guaranteed. However, 275 minutes of planning time will be maintained as otherwise defined in this section.
 - 2. **Elementary**
 - a. There shall be for full-time elementary classroom employees a minimum of two hundred seventy-five (275) minutes of uninterrupted individual planning time per week to occur during the usual work day in accordance with scheduling developed between the faculty and the building administrator at each individual building.

- 1591 b. Four periods of at least fifty minutes shall be provided for the purpose of individual
1592 planning. These instructional blocks shall be provided by specialists in the areas of: art,
1593 library, music and PE. Fifteen minutes shall be added to the 30 minute duty-free lunch
1594 each day and shall also be counted as planning time.
- 1595 c. There exists additional time during the usual work day that shall be available for
1596 planning in addition to that time guaranteed herein, but which may be interrupted
1597 because of other assigned responsibilities. Recess shall not be counted towards the
1598 275 minutes planning time.
- 1599 d. Employees who work less than full-time will receive a prorated amount of two hundred
1600 seventy-five (275) minutes of uninterrupted planning time per week.
- 1601 e. A 1.0 FTE Elementary Specialist will supervise and instruct a maximum of 25 sections
1602 per week for purposes of staffing. This number will be prorated by FTE (i.e., an 0.8 FTE
1603 Elementary Specialist = 20 sections per week).
- 1604 f. Additional sections beyond 25 sections per week will be offered in 0.05 FTE increments
1605 as follows:
- 1606 i. To the affected specialist if the additional sections fit into their weekly calendar.
 - 1607 ii. To general education teachers, by seniority, to teach their own specific special(s)
1608 during their prep time as based by the building's schedule (i.e., buying prep time
1609 to teach your own special).
 - 1610 iii. To general education teachers within the building, by seniority, with schedule
1611 availability (i.e., buying prep time to teach someone else's special).
 - 1612 iv. District posting
- 1613 g. Elementary Specialists will be provided 275 minutes of planning time per week as
1614 defined for all other elementary teachers within this section.
- 1615 i. Any time within the regular student day that is not planning time or direct
1616 contact time with students can include building duties, including supervision
1617 and interventions, as directed by the principal or designee.
 - 1618 ii. During fall and spring conferences, specialists will direct that time to fulfill the
1619 duties of their position as they see fit. This can include all-district PLC time for
1620 specific specialties (i.e., all District art teachers can meet). If a general classroom
1621 teacher and/or parent asks for specialist(s) to attend a parent/teacher conference,
1622 this request will be honored by the specialist and supersedes any other uses of
1623 this time as defined by this section.
- 1624 F. **Conferences:** Twice a year, in the fall and spring, elementary buildings will schedule time without
1625 students for teachers to conduct parent/guardian conferences for students in kindergarten through 5th
1626 1. Two and one half (2½) days in the fall and Two and one half (2½) days in the spring will be reserved
1627 for parent/guardian conferences.
- 1628 2. Students in grades K-5 will not attend school on these dates, excepted as noted in the calendar,
1629 provided that District is able to obtain and maintain a waiver allowing for non-student attendance for
1630 the purposes of conferences.
- 1631 3. Twice a year, in the fall and spring, secondary teachers in grades 6-12 will offer one (1) session of
1632 evening parent/guardian teacher conferences.
- 1633 4. See Appendix E for conference protocols.
- 1634 G. **Passing Time/Breaks:** Elementary specialists shall have a minimum five (5) minute passing time
1635 following each two (2) class sections. Reasonable time shall be allowed during the work day for
1636 employees to attend to personal needs. Where continuous blocks of student contact time longer than 2.5
1637 hours are not separated by a five (5) minute non-student passing time, recess or other break in the daily
1638 schedule, teachers may request regular scheduled coverage for needed relief time to be coordinated by
1639 the office.
- 1640 H. **Trade Time:** In cases where an employee oversees a regular scheduled program which is not
1641 compensated by stipend or supplemental contract and where part or all of the program time extends
1642 beyond the scheduled workday, the employee may, with building administrator approval, trade the time
1643 outside of the contracted work day for an equal amount of duty free time within or at either end of a work
1644 day. Trade time will be scheduled in a manner that minimizes disruption to the building master schedule.

1645 Trade time shall be used within the same work week unless, due to extenuating circumstances, other
 1646 arrangements are made with the building administrator. This time is not intended to be accumulated for
 1647 use in larger blocks.
 1648

1649 **SECTION 7C. Work Load and Class Size**

1650 A.

Grade	Overload begins when class size exceeds the # below
Extended K/Pre-School	20 (with target class size of 15)
K-1	24
2-3	26
4	28
5	29
6-7-8	31
9-10-11-12	32
Secondary Physical Ed	35
All Senior Writing Classes	28
Orchestra/Choir 6-12	No Limit
6 th Grade Band	35
Elem Specialists (Art, Music, PE, Library)	K-1 (24), 2-3 (26), 4 (28), 5 (29)
Elem Combination Classrooms	K-1 (22), 1-2 (22), 2-3 (24), 3-4 (24), 4-5 (26)
Consultants @ Three Rivers Home Link	90 WSLP
Consultant/Teacher @ Rivers Edge	29 FTE, \$10/FTE Overload Per Day

1651
 1652 B. **Elementary Combination Classrooms:** Teachers choosing to teach a combination class shall have the
 1653 right to return to their previous single grade assignment except where it would displace a more senior
 1654 employee.

- 1655 1. Combination class teachers will be paid eight percent (8%) of one half (1/2) the base salary
 1656 per semester as extra pay for extra work.
- 1657 2. Combination class teachers (at teacher option) shall be allowed one day per semester of
 1658 planning time.
 - 1659 i. Said planning day shall be an instructional day; a substitute will cover the teacher's
 1660 class for that day.
 - 1661 ii. Said planning day shall not occur on a Monday, Friday, or otherwise immediately
 1662 preceding or following a non-instructional day.
 - 1663 iii. With the exception of special classes and programs whose class sizes have
 1664 traditionally been larger, whenever a general academic class section exceeds the
 1665 above maximum standards, one or more of the steps described below shall occur
 1666 provided there has been a review conducted by the supervisor, affected employee(s),
 1667 and the Director of Human Resources.

1668 C. The District shall have five (5) days at the beginning of the school year and three (3) days at the beginning
 1669 of the second semester to adjust classes.

- 1670 1. In the event overloaded classes cannot be adjusted within the maximum prescribed above,
 1671 then the affected employee(s) shall have the options as outlined in this Section.
- 1672 2. If overload pay is selected by the employee said overload shall be paid back to the first day
 1673 of school.

1674 D. **Overload Calculation and Payment:** The teacher shall have the option of selecting from either of the
 1675 following options to **compensate for an overload:**

- 1676 1. A trained paraeducator will be provided for alleviating overload as described below, **Or**
 1677 overload pay will be implemented as described below.
- 1678 2. **A student hour** is defined as the unit of overload which results from carrying an overload
 1679 of one (1) student for a period of one (1) hour or the product of the factors, overload students
 1680 and hours, for which the overload was carried.

1681 3. **A student day** is defined as the unit of overload which results from carrying an overload of
1682 one (1) student for a period of one (1) full teaching day or the product of the factors, overload
1683 students and teaching days, for which the overload was carried.

1684 **E. Paraeducator Option:**

- 1685 1. **Elementary:**
1686 2. 1 FTE student = 1 hr. of instructional paraeducator time per day, with priority for assistance
1687 to at-risk students in the classroom.
1688 3. **Secondary:**
1689 4. 3 FTE students/period = .5 hr. instructional paraeducator time per period.
1690 5. 5 or more FTE students/period =1 hr. instructional paraeducator time per period.
1691 6. 5 or more FTE students/day = 1 hr. instructional paraeducator time per day.
1692 i. A pool of hours will be available for each overload paraeducator to use in ½ hr.
1693 blocks to meet with the classroom teacher periodically for planning.
1694 7. **Pay Option:** Overload pay shall be at the rate of three dollars (\$3.00) per student hour or
1695 fifteen dollars (\$15.00) per student day. Consultants/teachers in ALE programs will be
1696 compensate per 7C.A, above.
1697 8. If the District is unable to hire a paraeducator to compensate for overload, **Optional Pay** for
1698 Overload per 5 above shall be implemented until a paraeducator can be hired.

1699 **F.** The District may make downward adjustments in existing overloads at any time by implementing one or
1700 more of the following options:

- 1701 1. Form an additional or combination class section.
1702 2. Transfer students if such transfer is feasible.
1703 3. Other mutually agreeable options.

1704 **G.** In order to ensure input from employees directly affected by classes larger than the staffing guidelines,
1705 the following procedure shall be followed:

- 1706 1. The Principal shall meet with affected employee(s) to analyze the situation and develop a
1707 tentative solution plan.
1708 2. The Principal will schedule a conference with the Director of Human Resources and the
1709 affected employee(s) will participate in such conference.
1710 3. Determination of action to be taken shall be announced to the Principal and employee(s)
1711 within five (5) school days of the time the Superintendent receives the recommendation.

1712 **H.** Deviations from these levels may occur where employee(s) and Administration have developed special
1713 variations in curriculum, instructional methods, and staff organization.

1714
1715 **SECTION 7D. Elementary and Secondary Paraeducator Time**

1716 **A.** By May 1st of each year the District will meet with the Association to review the allocation of
1717 paraeducator hours to each elementary building for the purpose of maximizing student learning opportunities
1718 beyond safety related building support (i.e. crossing, playground, bus supervision, etc.). The allocation
1719 formula will provide equitable support to buildings based on student need. Principals, together with the
1720 Leadership Team, will be notified of the number of hours assigned to their building and will determine how
1721 those hours will be used.

1722 **B.** Kindergarten & Library Paraeducators will be staffed at the following minimum amounts:

- 1723 1. Four (4) hours minimum for 2018-2019
1724 2. Two (2) hours minimum for 2019-2020 and 2020-2021.
1725 3. The six (6) elementary schools with School-Wide Plans (Sacajawea, Jefferson, Jason Lee,
1726 Marcus Whitman, Lewis & Clark, and Tapteal) have the option to increase paraeducator
1727 allocations beyond this contractual minimum using building processes and categorical
1728 funding.

1729
1730 **SECTION 7E. Multiple Preparations**

1731 **A.** Recognizing the added effort required for multiple secondary assignments, the District will attempt
1732 to schedule 1.0 FTE secondary teachers for three or fewer preparations unless the teacher requests in writing
1733 a greater number.

- 1734 B. When a teacher is assigned to teach a schedule requiring four or more distinctive preparations, they
1735 may request Association representation to join them for a review of their schedule by the building
1736 administrator to justify the need for the schedule and/or identify possible remedies.
- 1737 1. Distinctive preparations are created by teaching different subject areas or courses within the same
1738 core subject area utilizing different adopted core curriculum. Various levels of elective courses such as
1739 Art, PE, foreign language, Music and CTE do not constitute distinctive preparations. HICAP/Honors
1740 courses within a subject area do not constitute a distinctive preparation. The Association and District
1741 will meet and make the determination if any other elective courses are appropriate to this list.
 - 1742 2. Every effort will be made to avoid give more than three preps to an employee:
 - 1743 a. Provisional Employees
 - 1744 b. Employees new to an assignment, and
 - 1745 c. Employees who are teaching a course for the first time
 - 1746 d. In the event the above named employees are assigned more than three (3) preps, they will be
1747 provided a stipend equal to one hour of per diem multiplied by each week of the additional
1748 prep course.
- 1749 C. Teachers who choose to teach more than three (3) distinct preps as part of their assignment
1750 are exempt from this section.
1751

1752 **SECTION 7F. Grading and Promotion**

- 1753 A. Grading and promotion of students is a primary responsibility of the classroom teacher(s).
1754 B. The basic decision for grading, promotion, or retention of students is to be made by the classroom
1755 teacher(s). The decision of the classroom teacher(s) may be changed by the Principal only after
1756 consultation with the teacher, providing the teacher is reasonably available.
1757

1758 **SECTION 7G. Covering Classes**

- 1759 A. Employees assigned by the District to cover classes or to substitute for other employees shall be paid
1760 at the rate equivalent to 0.13% of the BA, no experience step on the approved salary schedule.
1761 B. In order to reduce the covering of classes, the District will:
 - 1762 1. Attempt to schedule coaches' planning time during the last period of the day.
 - 1763 2. Attempt to schedule events and other activities at a later time to reduce the need for released class
1764 time.
- 1765 C. The District will honor the rate defined in part A of this Section for part-time employees who
1766 volunteer to substitute teacher during the school day when they are not on contracted time.
1767

1768 **SECTION 7H. Classroom Visitation**

- 1769 A. The parties recognize the desirability for patrons of the District to be familiar with the total
1770 educational program. It is recognized that frequent or unannounced interruptions to the classroom can be
1771 detrimental to the educational process.
- 1772 B. Teachers may request or require that parents/visitors make an appointment prior to a classroom
1773 visitation in accordance with School Board Policy.
- 1774 C. In order to provide patrons the opportunity to visit classrooms with the least interruption to the
1775 teaching process, all visitors to a school and/or classroom must check in at the office.
- 1776 D. School Board Policies and regulations provide guidelines to permit visitors to visit or observe in our
1777 schools and will be consulted when needed.
1778

1779 **SECTION 7I. Certificated Employees' Responsibilities Regarding Paraeducators**

- 1780 A. Paraeducators serve in addition to the certificated employees who are directly responsible for each group
1781 of children.
 - 1782 1. Paraeducators are to perform under the direct supervision of the assigned certificated employee.
 - 1783 2. Paraeducators shall not be assigned to perform work in the instructional setting which will
1784 substitute or replace a certificated employee's assignment or employment.
- 1785 B. Selection of Paraeducators:
 - 1786 1. The certificated employees may be involved in the selection of Paraeducators with whom they
1787 may be required to work.

- 1788 2. The certificated employees' involvement in the selection of Paraeducators shall be consistent
 1789 with the requirements of hiring Paraeducators in accordance with the Collective Bargaining
 1790 Contract between the District and Paraeducators.
 1791 3. The final authority for the hiring of any Paraeducators shall rest solely with the Board.
 1792 C. Assignment and Supervision:
 1793 1. Prior to assignment of Paraeducators to a certificated employee, the District shall make every
 1794 attempt to insure that both the Paraeducator and the certificated employee have a clear
 1795 understanding of the respective roles which can and are to be performed by Paraeducators.
 1796 2. The District shall discuss with each certificated employee assigned a Paraeducator the
 1797 requirements of supervision expected of the certificated employee over the Paraeducator and the
 1798 certificated employee shall be jointly responsible with the appropriate District administrator for
 1799 the supervision of the Paraeducator.
 1800 3. Assignment of Paraeducators shall be made in such a manner that is clear to the Paraeducator
 1801 which certificated employees are responsible for their supervision.
 1802 4. When necessary, pre-service training will be made available for the certificated employees who
 1803 utilize the services of Paraeducators.
 1804 D. Evaluation
 1805 1. The certificated employee assigned a Paraeducator shall be responsible to assist the appropriate
 1806 administrative personnel in the evaluation of the Paraeducator. Such assistance in evaluation
 1807 shall be consistent with the requirements of evaluation of Paraeducators in the negotiated
 1808 Collective Bargaining Contract between the Paraeducators and the Board.
 1809 2. The ultimate responsibility for the evaluation of Paraeducators shall rest with the appropriate
 1810 District administrative personnel.
 1811

1812 **SECTION 7J. Student Teachers**

- 1813 A. No employee will be assigned a student teacher without the employee's prior consent.
 1814 B. When possible, such assignment shall be discussed with the employee at least two (2) weeks in advance
 1815 of the student teacher's arrival.
 1816 C. An employee shall have at least two (2) years of satisfactory teaching experience before being assigned
 1817 a student teacher.
 1818

1819 **SECTION 7K. Student Discipline**

- 1820 A. In accordance with applicable Board policy and State and Federal laws, every employee shall have
 1821 the authority to discipline students for disruptive or disorderly conduct while under supervision.
 1822 B. Teachers are authorized to exclude any student from class for the remainder of a class session or
 1823 elementary day.
 1824 C. Prior to the student's return to class, the administrator(s) of the school or his/her designee shall
 1825 discuss with the teacher the disciplinary action taken.
 1826 D. Appropriate action will include one or more of the following:
 1827 1. Parent/guardian contact
 1828 2. The taking of action by the Administration that is commensurate to the offense.
 1829 3. The establishment of a remediation program for students having behavior problems that are
 1830 repetitive in nature.
 1831 E. The above is to be consistent with policies and practices of the Richland School District and
 1832 Washington State/Federal laws and regulations.
 1833 F. School administrators shall meet with employees annually to establish and/or review building
 1834 disciplinary standards and procedures to ensure uniform enforcement of building standards.
 1835 G. If requested by the majority of unit members at a site, the principal and the Building Leadership
 1836 Team will meet to review the concern(s) and develop a plan to address them. The Association will
 1837 be notified and have the option to join the Leadership Team for this process. The principal may
 1838 choose to invite parent representation at his/her discretion. The recommendation(s) of the Building
 1839 Leadership Team will be presented to the staff and the Decision Making Process will be followed to
 1840 either ratify or reject the changes

- 1841 H. Within the first week of each school year all employees shall be informed of the current procedural
1842 requirements in processing such discipline.
1843 I. The District will provide a time-out space for each school supervised by an employee other than a
1844 bargaining unit member (except for time-out space supervised by Dean of Students).
1845 J. The District and Association will form a joint committee for the 2018-2019 school year to discuss
1846 student behavior concerns and legislative impacts. The format and charge of this committee will be
1847 set by the parties at the September 2018 Labor Management Meeting.
1848

1849 **SECTION 7L. Developing and Exploring Curriculum**

- 1850 A. The Administration and the Association encourage employees and building administrators to
1851 cooperatively explore innovations in curriculum, instructional methods, and staff organization in an
1852 effort to achieve an optimum setting for instruction for their school.
1853
1854 B. It is further agreed that District level administrators and departments are also encouraged to explore
1855 opportunities for innovations in curriculum, instructional methods, and other avenues to enhance
1856 teaching and learning in the Richland School District.
1857
1858 C. It is understood that no alteration or modification that impacts the workload, pay, or working conditions
1859 of REA members will be implemented without bargaining such impacts and reaching mutual agreement
1860 of the parties.
1861

1862 **SECTION 7M. Professional Cooperation Agreement**

1863 **A. Site-Based Decision Making:**

- 1864 1. "Site-based decision-making" is a joint planning and problem-solving process that seeks to
1865 enhance student learning, improve the working environment, and the professionalism of all
1866 employees at the local school site. It is a cooperative effort in which the Building Leadership
1867 Team (BLT) engages in collaborative dialogue and decision-making with all stakeholders at the
1868 school level on matters critical to the quality of student learning and the achievement of school
1869 goals which the building has established.
1870 2. Site based decision making should seek a minimum of two-thirds (2/3) building consensus (not
1871 a simple majority).
1872 3. Site-based decision making may be used to create Pilot Programs. Pilot Programs must be
1873 reviewed and approved by the Association and the District. Any potential changes to wages,
1874 terms, and working conditions of employees caused by the implementation of a Pilot Program
1875 must be bargained, upon request.
1876 4. Site based decision making cannot be used to circumvent the contract or otherwise alter workload
1877 or working conditions. If the building seeks a variance of the terms and conditions of the contract
1878 it may be done through the pilot program process.

1879 **B. Pilot Programs:** A Pilot Program is a building or district wide initiative jointly agreed to by the District
1880 and the Association requiring one or more provisions of the collective bargaining agreement to
1881 temporarily be modified or suspended. Pilot Programs shall have the following elements:

- 1882 1. Impacted provisions of the CBA shall be identified in a Letter of Agreement. This Letter of
1883 Agreement shall:
1884 i. Stipulate changes in the contract language that will be enforced for the duration of the
1885 Pilot.
1886 ii. Specify the duration of the Pilot.
1887 iii. Clearly indicate that the changes in the contract language are non-precedent setting and
1888 will expire at the end of the Pilot.
1889 iv. Indicate the mutual responsibilities of the parties to fulfill various components of the
1890 pilot, including communication.
1891 2. A jointly agreed upon assessment mechanism will be used to determine the effectiveness of the
1892 Pilot Program.
1893 3. A jointly agreed upon timeline will be established for assessing and reviewing the Pilot Program.

- 1894 4. Upon completion of the Pilot Program the District and the Association shall meet to determine
1895 whether the Pilot Program should be extended, ended, or incorporated into the Collective
1896 Bargaining Agreement.
1897 i. If the parties wish to extend the Pilot, the Letter of Agreement shall stipulate the contract
1898 changes and the duration of the Pilot Program extension.
1899 ii. If the Pilot is ended, the original contract language that was in effect prior to the Pilot
1900 shall be enforced.
1901 5. If the Pilot is to be incorporated into the Collective Bargaining Agreement, a recommendation
1902 to that effect shall be made to the District and the Association bargaining teams; and it will
1903 become a subject for negotiations.
- 1904 C. **Professional Communication Model:** Responsible effective communication is essential for resolving
1905 conflicts and disputes at the lowest level possible. Most problems and issues can be dealt with and
1906 resolved by those individuals with the most at stake without involving the leadership at the District or
1907 REA level. It is not intended for all disputes to follow this process and District and REA Leadership can
1908 be requested at any time the parties believe that it would be impossible for them to resolve the dispute
1909 without additional assistance. (See Appendix C Forms, Teacher(s) – Principal Conflict Resolution Flow
1910 Chart and Procedures)
- 1911 D. The Parties agree to form a working committee for 2018-2019 to review and edit the District’s
1912 Professional Communication and Conflict Resolution Model. The committee scope and format will be
1913 set at the September 2018 Labor Management Meeting.
1914

1915 **SECTION 7N. Professional Staff Development**

- 1916 A. The District and the Association acknowledge the importance of effective staff development training for
1917 employees.
1918 B. The district will identify, provide and maintain standardized classroom technology necessary for each
1919 curricular and instructional area. Professional Development for the use of this technology equipment
1920 will be provided by the District.
1921

1922 **SECTION 7O. Teacher’s Assistance Program (TAP)**

- 1923 A. The District and the Association agree that induction of new staff, whether new to the profession or new
1924 to the District coming from another teaching assignment, is critical to the professional growth of an
1925 educator and the overall success of the District’s instructional program.
1926

1927 **SECTION 7P: Lesson Plans**

- 1928 A. Employees responsible for instruction of students shall prepare lesson plans, the form and content of
1929 which shall remain discretionary with the employee. Lesson plans shall be made available to the
1930 employee’s supervisor upon request.
1931 B. “Made Available” means having lesson plan(s) accessible for the supervisor’s inspection.
1932 C. Employees are responsible to make lesson plans available to a casual or short-term substitute(s). Such
1933 lesson plans shall contain basic information with which the substitute(s) can conduct class(es) and shall
1934 include instructional information. When possible, if the absence requires a long-term substitute (see
1935 Article XIV, Section 14A), the employee shall work with their supervisor to discuss long-term lesson
1936 planning.
1937

1938 **SECTION 7Q: Delta High School**

- 1939 A. Delta High School employees shall be subject to the Pasco School District adopted calendar. This shall
1940 include the first and last days of school, all holidays and breaks, Learning Improvement Days (if
1941 applicable), half days, early releases, late starts, weather delays and cancellations, conferences (if
1942 applicable), professional days, etc. Delta High School employees shall participate in “Time” days as
1943 defined by this Agreement and, if possible, the Delta staff calendar. If there are fewer “Time” days at
1944 Delta than this Agreement requires, employees will complete alternate professional development
1945 activities to make up the difference.
1946 B. Delta High School employees shall retain any employee-directed and/or collaborative time guaranteed
1947 by the REA/RSD Collective Bargaining Agreement.

- 1948 C. Delta High School employees shall receive all compensation due to him/her according to the terms of
 1949 the REA/RSD Collective Bargaining Agreement.
- 1950 D. Any additional work performed by an employee at Delta High School outside the contracted work day
 1951 shall be compensated at the employee’s applicable per diem rate of pay consistent with the definitions
 1952 within the REA/RSD Collective Bargaining Agreement.
- 1953 E. Delta High School employees that are eligible for TPEP shall be supervised and evaluated by the Delta
 1954 High School principal using Richland School District forms and timelines and the Charlotte Danielson
 1955 Instructional Framework. In the event that the Delta High School principal determines that a RSD
 1956 employee has a summative “basic” or “unsatisfactory” evaluative rating, the employee shall be
 1957 administratively transferred out of Delta High School to a RSD job site where their evaluation can be
 1958 conducted using the District’s CEL 5-D+ evaluative rubric. If no positions exist within the District, the
 1959 employee can remain at Delta High School for the next school year, but shall be assigned an evaluator
 1960 from the RSD’s group of principals in order to evaluate the teacher using the CEL 5-D+ evaluative rubric.
- 1961 F. Delta High School employees that are not eligible for TPEP shall be supervised and evaluated by the
 1962 Delta High School Principal using the traditional evaluation forms defined in Article IV of the REA/RSD
 1963 Collective Bargaining Agreement.
- 1964 G. No RSD teacher shall be allowed to transfer to Delta High School with either a “basic” or “unsatisfactory”
 1965 summative evaluation score on a TPEP evaluation or a “needs improvement” on a traditional summative
 1966 evaluation.
 1967

1968 **SECTION 7R: Professional Learning Communities**

1969 A. Definitions & Intent

- 1970 1. The purpose of PLC time is to afford certificated staff the opportunity to collaborate with
 1971 colleagues to enhance student learning.
- 1972 2. PLC time will be used for collaboration about the design, implementation, and assessment of
 1973 instructional practices.
- 1974 3. While PLC time is intentionally defined as collaborative, there may be times where PLC
 1975 members can use PLC time to work individually to implement the PLC’s plan.
- 1976 4. PLC’s will focus on the DuFour’s “Four Questions”:
 1977 i. What do we expect our students to learn?
 1978 ii. How will we know they are learning?
 1979 iii. How will we respond when they don’t learn?
 1980 iv. How will we respond if they already know it?
- 1981 5. PLC Teams (i.e. grade level or departments) will chose to work together in the same building.
- 1982 6. “Singleton” employees without a natural building PLC (i.e. elementary art teachers) may choose
 1983 to PLC as a district team.
- 1984 7. All employees will participate in PLC’s.
- 1985 8. PLC membership may change annually or at each grading period.
- 1986 9. The District will use October 12, 2018 – the “fall professional day” – to retrain staff on the PLC
 1987 initiative. The intent of this date is half all-district message and half work time within PLC’s for
 1988 planning purposes.
- 1989 10. During 2018-19, the parties will further discuss a cycle of PLC training over a multi-year period
 1990 for implementation in 2019-20.
- 1991 11. The Board of Directors may, at their discretion, discontinue PLC time for the subsequent school
 1992 year. Should this happen, this section of the contract is considered null and void.

1993 B. Logistics, Records, and Evidence

- 1994 1. PLC’s will develop written norms to guide their work.
- 1995 2. PLC’s shall document their progress by a written running log and/or team notes.
 1996 i. A District template for an electronic shared document will be provided for PLC use.
 1997 ii. PLC’s may use other types of recording processes as defined by their norms.
 1998 iii. In any event, documentation will be available for administration review automatically
 1999 through the shared document system, or otherwise upon request, and may be used as
 2000 TPEP evidence.
 2001 iv. Notation/documentation shall reflect the work of the PLC.

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3. Students will be released on Fridays sixty (60) minutes prior to normal dismissal. PLC time will start fifteen (15) minute after student release, and supervision of student departure will be structured to support the prompt start of PLC time.
 4. Teachers who are gathering for a PLC at a single site from multiple buildings may start their PLC up to thirty (30) minutes after student dismissal to accommodate travel.
 5. PLC's will last sixty (60) minutes.
 6. On a Friday before a weekend or break containing a holiday, PLC's will be reduced to forty-five (45) minutes.
 7. A PLC Calendar will be distributed in August to all staff annually.
 8. District-Wide PLC's may be alternatively scheduled by the PLC so long as the total amount of PLC time is met and written notification is provided to principals.
 9. Certificated staff who work alternative schedules (i.e. zero hour) and/or work part time will work with their PLC's to accommodate communication of team objectives, goals, and collaborative work.
 10. Administrators may attend PLC's as their schedule allows and intervene with a PLC to ensure collaboration and work of the PLC is aligned to the DuFour four questions.
 11. PLC's may request administrative support to facilitate the goals of the PLC and the collaborative process.
 12. Trading, swapping, or repurposing PLC time is discouraged. However, buildings that desire an alternative PLC schedule must make a request for a contract waiver to the building principal, District Human Resources Director, and Association leadership consistent with this Agreement. It is expected that the building will use their decision-making protocol prior to any contract waiver request.

ARTICLE VIII - SPECIAL EDUCATION AND SPECIAL PROGRAMS

Specially designed instruction provided to students with individualized education plans (IEP’s) may occur in a variety of settings within the District, both in and out of the general education classroom.

SECTION 8A. Definition of Terms

- A. **“Contact Hour”** At the secondary level, a “contact hour” is defined as the unit of service for purposes of defining overload.
- B. **“Secondary Overload”** is calculated by counting the contact hours each day.
- C. **“Elementary Overload”** -at the elementary level, overload is calculated on a daily basis by counting the caseload.
- D. **“SAT”** refers to Student Assistance Team.
- E. **“IEP/Evaluation Team”** refers to the team that determines eligibility and develops the student’s program.
- F. **“SLP”** refers to Speech Language Pathologist.
- G. **“OT”** refers to Occupational Therapist.
- H. **“PT”** refers to Physical Therapist.
- I. **“FTE”** refers to Full Time Equivalent individual.
- J. **“504”** refers to an individual plan for any student who is disabled but not eligible for Special Education.
- K. **“Caseload”** refers to the number of students on IEP and 504 Plans managed by a given educator (504 Plan consultations will be counted as one (1) case per four (4) consultations).

SECTION 8B. Special Services Workload

A. Classroom support shall be based on student need as determined by the IEP. The District and Association recognize that class size and work load limits should be applied for the purpose of maximizing student learning opportunities. In order to obtain an optimum learning and teaching environment, students will be assigned to each of their classes as equitably as possible.

The following factors shall be considered in determining workload:

- 1. number of MDT’s, IEP’s and 504 Plans
- 2. type and severity of handicapping conditions
- 3. amount of paraeducator support
- 4. space and equipment available
- 5. other required job-related duties
- 6. number of sites
- 7. geographic area to be covered
- 8. travel time required
- 9. type and amount of assessment and intervention

B. Overload begins when caseload or class size exceed the number below:

Program	Overload Trigger
Elementary Resource Room Caseload & Class Size	30
Secondary Resource Room Caseload & Class Size	30
Secondary Resource Class Size Per Period	15
Life Skills Caseload and Class Size	10
Secondary Work Experience (Life Skills) Caseload and Class Size	15
Extended Resource Room Caseload	13
Behavior Education Social Skills Training (BESST) per session caseload and class size	6
Preschool per session Caseload and Class Size	10
Occupational Therapist Caseload	40
Physical Therapist Caseload	40
Speech Language Pathologist Caseload	45
Psychologist Caseload	150
DD Preschool Caseload and Class Size per session	10
ECEAP Preschool Caseload and Class Size per session	18
Structured/Self Contained Caseload and Class Size per session	12

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SECTION 8C. Paraeducator Time

- A. Each one point zero (1.0) FTE Special Services classroom shall have no less than six (6) hours of paraeducator time for the purpose of maximizing student learning opportunities. The work assignment of the paraeducators assigned to a special educator will be scheduled by that special educator in collaboration with the affected general educators to support special education students in both special education and general education classes. The schedule will be shared with the building administrator.
- B. Additional hours of paraeducator time may also be provided by the Director of Special Programs for specially identified classroom situations.
- C. Elementary and Secondary Resource Room: When the number of students exceeds 15 in an instructional hour, one (1) additional hour of paraeducator time will be scheduled to assist with their instruction, and or reschedule students to lower the class size.
- D. Life Skills/Multiple Handicapped: Each additional student shall generate one and one-half (1.5) additional hours of paraeducator time.
- E. Behavior Education Social Skills Training (BESST): three (3) hours of paraeducator time per session.
- F. Preschool: three (3) hours of paraeducator time per session.
- G. Occupational Therapists: six (6) hours of paraeducator time.
- H. Physical Therapists: three (3) hours of paraeducator time.

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SECTION 8D. Overload Calculation and Payment

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- A. If the number of student contact hours or caseload exceeds the overload trigger, the educator shall have the option of selecting from the following:
 - a. Resource/Lifeskills/ERR/BESST/Preschool:
 - i. Overload pay at the rate of three dollars (\$3.00) per student contact hour will be paid at secondary and fifteen dollars (\$15.00) per student day will be paid at elementary.
 - ii. Additional paraeducator time will be assigned as needed after discussion with the Director of Special Programs. If additional paraeducator time is selected as an alternative, then the teacher will receive overload pay from the first day of overload until the additional paraeducator time starts on a permanent basis.
- B. Psychologists, SLP's, OT's, PT's: one dollar and fifty cents (1.50) per day per student over case load limits. For SLP's with an intern with a Conditional ESA or provided additional paraeducator time at a ratio of 1 hour/7 student overload: \$0.50 per day per additional case.
- C. Overload pay, retroactive to the first day of overload, will continue to be paid until some other solution is agreed upon.
- D. When a Resource Room teacher is split between two classrooms in different buildings then their overload is determined individually in each classroom and is not an average of both. (Other provisions of the contract dealing with split assignments will also apply).
- E. Secondary resource room caseload overload shall be paid at three dollars (\$3.00) per student per day for each IEP completed within legally required timelines. Overload will be paid for IEP's outside of the timeline if the reason for missing the timeline is outside of the employee's control.
- F. In cases where the IEP mandated paraeducator time is agreed to by a teacher without specific approval from the Director of Special Programs or their office representative, this additional paraeducator time may be applied as a remedy for an existing or future overload. If the additional paraeducator time is approved or mandated by the Director of Special Programs or their office representative, it shall not count towards overload remedy.

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SECTION 8E. Planning Time

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- A. Planning time consists of planning individualized or group instruction / therapy, materials preparation, lesson planning, etc.
- B. Time spent doing assessments, IEP meetings, MDTs, or assessment reports, shall not be counted as planning time.
- C. Special educators will receive the same weekly total hours of planning time that general education teachers receive. Each special education teacher will work out a schedule that is acceptable to both the teacher and the building principal.

- 2116 D. In an effort to support Special Education students, each Secondary resource room teacher will have a
2117 case management period during the instructional day equal to their planning time. The purpose of this
2118 additional case management period is to perform such duties as, but not limited to, assessments, IEP
2119 meetings, MDTs, assessment reports or collaboration with other staff.
2120

2121 **SECTION 8F. Incentive Pay**

- 2122 A. The District and Association agree the nature of Special Education requirements add significant
2123 additional time outside of the classroom. We share the following beliefs:
2124 a. Students receive maximum educational benefit from teachers rather than substitute teachers.
2125 b. The time required to attend meetings and do the related paperwork extends beyond the standard
2126 TRI agreement.
2127 c. It is important to attract and retain high quality special education staff.
2128 B. In recognition of the additional time and effort to meet the legal timelines and documentation, special
2129 education staff will receive a supplemental contract, prorated based on FTE, according to the following
2130 schedule:
2131 a. Level 1 \$2250 Preschool / Resource Room Teachers and Twin Rivers
2132 b. Level 2 \$2475 ERR and Structured
2133 c. Level 3 \$2700 Psychologist, SLP, OT, PT
2134 d. Level 4 \$3150 Life Skills, BESST Teachers
2135 C. Special education teachers who are required to provide a student (or students) service during their
2136 planning/prep time or outside of the normal student day will be paid for that time at per diem.
2137

2138 **SECTION 8G. Facilities and Workspace**

- 2139 A. The District shall provide an adequate classroom / work space and appropriate furnishings for each
2140 itinerant special services staff in each building.
2141 B. A communication system shall exist between this workspace and the office of the school in which it is
2142 located so that emergency notification is possible.
2143 C. Itinerants will be able to draw basic office supplies (pencils, pens, post-its, legal pads, envelopes, etc.)
2144 from each building as needed to serve that building.
2145

2146 **SECTION 8H. English Language Learners (ELL); Title I; Learning Assistance Program (LAP)**

- 2147 A. Academic support programs funded through supplemental grants such as ELL, Title I, and LAP will be
2148 designed in accordance with grant requirements and student need. Staffing will be dependent on funding
2149 allocation.
2150 B. Instructional Specialists will be issued a \$1,500 per year additional stipend.
2151

2152 **SECTION 8I. Twin Rivers Group Home**

- 2153 A. The Twin Rivers Group Home teacher will timesheet hours at per diem for lost planning time as well as
2154 share with supervisor.
2155 B. The District and the Association agree to allow the Twin Rivers Group Home certificated teacher first
2156 right-of-refusal for supervising the summer school program at the facility. Time worked for District
2157 summer school will be paid at the summer school rate per diem.
2158 C. The District will pay Special Education Stipends consistent with Section 8F of the Collective Bargaining
2159 Agreement.
2160

2161 **SECTION 8J. ECEAP**

- 2162 A. Class Size: a maximum of 18 students per session (inclusive of students from other defined programs –
2163 i.e. Title 1, Special Education)
2164 B. Arrival and departure times for ECEAP classroom sessions (sessions are morning/AM and
2165 afternoon/PM) will be mutually decided upon by ECEAP teachers and ECEAP and building
2166 administrators so long as the schedule is compliant with the DEL grant requirements.
2167 C. Time days may be used by ECEAP teachers for training and certification in lieu of Building/District
2168 Time Days with the mutual agreement of the ECEAP administrator, building principal, and the ECEAP
2169 teacher(s).

- 2170 D. In addition to Time (T) days provided, ECEAP teachers will be allocated at least two (2) days during the
2171 school year without students for training.
- 2172 E. Inclusive of any days already provided by the District, ECEAP teachers will be allocated at least three
2173 (3) days during the school year without students for the purposes of mandated ECEAP data reporting
2174 (i.e. TSGOLD).
- 2175 F. Each ECEAP classroom session (sessions are morning/AM and afternoon/PM) will have no less than
2176 three (3) hours of paraeducator time for the purpose of maximizing student learning opportunities.
- 2177 G. The model ECEAP classroom will be staffed by one (1) certificated teacher and two (2) paraeducators,
2178 inclusive of all breaks.
- 2179 H. A minimum of 45 minutes will be allowed between morning and afternoon sessions for duty-free lunch
2180 and transition.
- 2181 I. Conferences: twice per school year, the ECEAP teacher will be allowed to schedule up to five (5) days
2182 without students for parent/guardian conferences.
- 2183 J. Lesson plans and menu plans will be maintained in the classroom but may be requested at any time by
2184 an ECEAP administrator for program compliance purposes.
- 2185 K. Due to the requirements of the ECEAP program, only paraeducators who meet the requirements of the
2186 program will be placed in ECEAP classrooms.
- 2187 L. In a year in which an ECEAP classroom is being rated for DEL, the lead teacher will be on a Focused
2188 evaluation unless by statute a comprehensive evaluation is required.
- 2189 M. Each ECEAP classroom will be provided a minimum of \$350 per session, per year, for consumable
2190 materials budget. A full time ECEAP teacher with two (2) daily sessions would receive a minimum of
2191 \$700 annually.
- 2192 N. Any technology, equipment, curriculum, or materials required by ECEAP will be provided by the
2193 District.
- 2194 O. Students will be scheduled a maximum of four (4) days per week; the fifth workday of the work week
2195 being scheduled for uninterrupted planning time and collaboration so long as the weekly schedule is
2196 compliant with the DEL grant requirements.
- 2197 P. School health rooms will be utilized for health conditions and toileting when necessary as decided by the
2198 ECEAP classroom teacher.
- 2199 Q. Should ECEAP funding be reduced in any way resulting in reduction of staff, the District will follow
2200 ARTICLE XIII, Section 13A.C.

ARTICLE IX - CERTIFICATED CONTRACTED DAYS, SALARY and BENEFITS

SECTION 9A. Length of Contract

The length of the basic contract for full time equivalent (FTE) employees shall be as follows, with partial FTE scheduled pro-rata as assigned:

A. 180 days.

1. The Base Contract includes all activities currently defined as “R” (Responsibility) and “I” (Incentive) in the prior Master Agreement. Activities such as classroom preparation, self-reflection, goal setting, grading student work, preparing grades and progress reports, participation in a reasonable and equitable number of IEP’s and 504 meetings, and attending Open House are considered base contract activities.
2. Per-Diem calculations will be based on base salary exclusive of Time, Regionalization and Longevity stipends as defined below. Base salaries (BA+0) are as follows:
 - a. 2018-19: \$47,769 (a BA+0 daily per-diem of \$265.38)
 - b. 2019-20: \$49,202 (3.0% increase from 2018-2019 inclusive of state IPD, and a daily BA+0 per-diem of \$273.34.
 - c. 2020-21: \$50,678 (3.0% increase from 2019-2020 inclusive of state IPD, and a daily BA+0 per-diem of \$281.54.
 - d. If it is determined that the language in the Master Agreement is inconsistent with State Law, the parties agree to meet to establish compliance.
3. As of September 1, 2018, no new hires will be placed below Step 5 in the BA+0, BA+10, and BA+30 columns. Staff hired prior to September 1, 2018 will be maintained in the appropriate cell and are eligible for step increases as defined. Itinerants (SLP, OP, PT, and Nurses) are exempt from this limitation.
4. Employees previously in the BA+90 column will be moved to the MA+0 column on the new salary schedule.
5. Salary schedules for each year of this agreement can be found in the appendix.

B. Time Stipend

1. Employees will be issued a supplemental contract for extra workdays beyond their 180 day contract as follows:
 - a. Five (5) days for 2018-19, inclusive of the PLC Reboot day on October 12, 2018
 - b. Six (6) days for 2019-2020.
 - c. Seven (7) days for 2020-2021
2. The District will set District-wide training dates and designate a portion of these workdays to building control. Building time is inclusive of the day before school starts, which is a dedicated Time Day in each year of this agreement. Buildings will use their decision making protocol to schedule building time and may not overlap District training dates.
3. Employees may substitute alternative activities with supervisor pre-approval.
4. In case of absence(s), employees will take leave from appropriate leave banks to cover scheduled Time days.
5. The District and Association will open the contract between May 1, 2019 and the end of the 2019-20 school year to bargain the impact of the 7th Time Day in 2020-2021.

C. Regionalization Stipend

1. A 5% supplemental contract will be issued to each employee for each year of this Agreement.
2. Regionalization will be pro-rated by FTE.

D. Longevity Stipend

1. A 1.5% of the base supplemental contract will be added to total compensation beginning with Year 18. This will be reflected in the salary schedules as a separate row.

SECTION 9B. Certificated Salary

A. Full experience increments shall be paid effective the first working day of the school year. New educational increments shall be paid no later than the November payroll and shall be retroactive to the first working day of the school year.

B. Salary schedules are attached to this Agreement for 2018-19, 2019-20, and 2020-21.

- 2254 C. Full credit will be given for verified teaching experience in other school districts, accredited colleges,
2255 universities, and related work experience requiring a valid teaching certificate in accordance with the
2256 appropriate state regulations.
- 2257 D. Experience credit will be given up to three (3) years for time in the Armed Services provided service
2258 interrupted the applicant's teaching career. Suitable documentary evidence must be submitted to the
2259 Office of Human Resources by the claimant.
- 2260 E. Salary placement for Plan II vocational teachers will be based upon the state formula with appropriate
2261 documentation.
- 2262 F. Certificated employees teaching in the secondary schools who assume regular teaching responsibilities
2263 for a **sixth period** in lieu of a regular planning period will be paid an extra one-fifth (1/5) of their regular
2264 salary as compensation for the sixth teaching period.
- 2265 1. The acceptance of a sixth period teaching contract shall be voluntary.
- 2266 2. Sixth period teaching contracts will be posted in building and given to the most senior qualified
2267 employee with schedule availability.
- 2268 G. Certificated employees assigned to special activities, projects, or an extended day will be granted
2269 additional compensation as approved by the School Board.
- 2270 H. Teachers anticipating salary improvement by reason of additional professional preparation must **submit**
2271 **official transcripts**, clock hour receipts, or copies of Standard or Continuing Certificates prior to
2272 **October 1** in order to receive credit for new educational increments in the November pay warrant.
2273 Discrepancies discovered in data submitted by October 1 may be corrected within two weeks following
2274 the October 1 deadline.
- 2275

SECTION 9C. Extra Service Periods

- 2276 A. Any extension of the basic work year shall be paid at the rate of 1/180th of the individual's actual base
2277 salary and shall be paid by supplemental contract as extra pay for extra work.
- 2278
- 2279

SECTION 9D. Mileage Reimbursement

- 2280 A. The District shall reimburse the employees who drive their own cars on District business at the State
2281 reimbursement rate. The District shall reimburse employees who are required to pay an insurance
2282 surcharge because of car use on District business at the mileage rate stated above plus 3 cents per mile.
- 2283
- 2284

SECTION 9E. Split Assignments

- 2285 A. When an employee is required to travel between two (or more) buildings as a result of building-assigned
2286 classes, the employee will be paid 4% of their base salary per semester.
- 2287
- 2288

SECTION 9F. Insurance Benefits

- 2289 A. Each month, the District shall be provided the full monthly amount identified in the State Appropriations
2290 Act, for state allowable benefits for each full-time employee of the bargaining unit. Benefit eligible
2291 employees will have the amount of the full state allocation. A pro-rated amount of the allocation shall be
2292 contributed for all regular half-time or more employees, the full amount of which will be available for
2293 insurance coverage.
- 2294
- 2295 B. Any portion of the Employees' insurance allocations remaining after subtracting the cost of mandatory
2296 and medical insurance premiums will be pooled for the sole benefit of other employees with out-of-
2297 pocket medical insurance premium costs. In addition, the District will continue ongoing contributions of
2298 \$284,000. Each month, each employee with out-of-pocket costs will be credited with an equal dollar
2299 amount of the pool, per FTE, up to the total cost of the employee's out-of-pocket cost for premiums, or
2300 until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").
- 2301 C. The District shall not use any portion of the insurance pool for the payment of the monthly Health Care
2302 Authority subsidy required by the State or any other cost, unless all Employee out-of-pocket premium
2303 costs are covered for that particular school year. The district shall pay the full cost of the monthly HCA
2304 subsidy out of local District funds. Each year, upon request, the District shall provide a report to the
2305 Association identifying the amount of the pool, an explanation of how the pool amount was calculated
2306 and the amounts distributed to employees.
- 2307 D. Open Enrollment shall be for a thirty (30) day period and shall be completed by October 1st.

- 2308 1. Once open enrollment is completed, no insurance options may be added or deleted during the
 2309 contract year by an employee except in the case of family status changes.
 2310 2. Should an eligible employee be hired after October 1, he/she may elect insurance coverage from
 2311 the plans available during the first thirty (30) days of employment.
 2312 3. In the event the employee does not utilize his/her full amount available after making his/her
 2313 selection, the balance shall be placed in the pool.
 2314 4. Coverage shall begin after the first full calendar month of employment and for each month of
 2315 employment thereafter.
- 2316 E. Any Employee terminating employment shall be entitled to continue receiving the District insurance
 2317 contribution for the remainder of the calendar month in which the contribution is effective. In cases where
 2318 separation occurs after completion of full contract obligation (i.e. the end of the school year) benefits
 2319 will continue until September 30th.
- 2320 F. Spouses/domestic partners who are both employees of the District may choose to combine their District
 2321 contributions to cover the cost of insurance options which they elect to receive.
- 2322 G. The District shall first pay for mandatory programs then health insurance. After purchase of mandatory
 2323 programs, each benefit eligible employee shall be entitled to select medical insurance and optional
 2324 programs. Benefits will be selected from the approved programs below:
- 2325 1. Mandatory Programs:
- 2326 i. WEA/Blue Cross Vision Care, Plan C (VSP)
 2327 ii. WEA Select \$50,000 Group Term Life and AD&D Insurance
 2328 iii. Mutually agreed upon dental plan
 2329 iv. Medical Plans Available:
 2330 v. Premera/Blue Cross
 2331 vi. Group Health HMO
- 2332 2. Optional Programs:
- 2333 i. Salary Insurance
 2334 ii. Cancer Insurance
- 2335 H. The District and the Association agree to offer participation in a medical reserve trust program, as
 2336 approved on an annual basis, for employees separating from employment, eligible for sick leave cash-
 2337 out, or who have accumulated 180 days or more of sick leave.
- 2338 I. The parties agree to open this section (9F) to address insurance impacts due to the scheduled January 1,
 2339 2020 transition to the School Employees Benefit Board (SEBB). This may include changes to available
 2340 benefits and pooling based on State direction.
 2341

2342 **SECTION 9G: Teacher Bonuses**

- 2343 A. Washington State provides a bonus to all eligible K-12 public school National Board Certified Teachers
 2344 (NBCTs).
- 2345 B. The District shall pay bonuses to all eligible National Board Certified and national association certified
 2346 teachers and ESEA's, including counselors, psychologists, nurses, occupational therapists, physical
 2347 therapists, and speech language pathologists.
- 2348 C. Teachers and ESEA's who hold a valid certification from the National Board of Professional Teaching
 2349 Standards (NBPTS) or similar national associations such as the National Board of Certified Counselors
 2350 (NBCC), the National Association of School Psychologists (NASP), the National Board for the
 2351 Certification of School Nurses (NBCSN), the National Board for Certification of Occupational Therapy
 2352 (NBCOT), the Federation of the State Boards of Physical Therapy (FSBPT), and the American Speech-
 2353 Language-Hearing Association (ASHA) shall be paid an annual bonus equal to the NBCT stipend.
- 2354 1. Employees who hold a valid certificate from National Boards for the entire duration of the
 2355 academic year will receive an annual bonus as set by the state.
- 2356 2. Employees who attain a valid certificate from National Boards during the current school year
 2357 will receive 60% of the annual bonus for that current year.
- 2358 3. Employees in qualifying challenging schools may receive an additional bonus. This additional
 2359 bonus is based on the employee's percentage of time spent in the qualifying challenging area.
 2360 WAC 392-140-973(3) provides additional guidance on eligibility details.

- 2361 D. Payment of National Board Certified Teacher (NBCT) or equivalent national bonus will be paid within
2362 the month immediately following the District's receipt of NBCT funds from the State.
2363 E. If the State discontinues NBCT bonuses, the District will not be obligated to pay these bonuses for all
2364 employees.

ARTICLE X - SUPPLEMENTAL CONTRACTS

SECTION 10A. Stipends and Extra Duty Contracts

A. Definitions:

1. "Stipend" is a fixed, regular sum paid as salary.
2. "Supplemental Contract" is an additional contract for payment for additional work.

B. Annual payment for Department Heads, Team and Grade Level Chairs will be related to the BA, no experience step of the salary schedule as follows:

- | | |
|---|----|
| 1. District Level (Art, PE, Music, Library, SLP, | 8% |
| 2. OT, PT, Psychologists, Nurses, and Counselors) | 8% |
| 3. Building Level: Extra-Large (11+ members) | 8% |
| 4. Building Level: Large (8-10 members) | 7% |
| 5. Building Level: Medium (6-7 members) | 6% |
| 6. Building Level: Small (3-5 members) | 4% |

C. Selection criteria for filling of stipend positions by staff will be developed at the building level and shared with the Association. The method used shall allow for rotation and equal opportunity for those staff qualified, willing and available to perform the required function.

SECTION 10B. Department Heads and Grade Level Chairs

A. General Purpose

1. Department Heads and Grade Level Chairs are beneficial to the District instructional program. Department Heads and Grade Level Chairs shall not be considered as supervisors and, as such, shall be assigned and given responsibilities as prescribed herein.
2. Each school shall be allocated Department Head and Grade Level Chair positions based on the stipends listed in Article X. Elementary Schools will receive seven (7) stipends to be designated for each grade level inclusive of kindergarten through fifth (5th) grade plus one (1) for building specialists.
3. Members of departments and grade levels shall annually express their preference for Department Heads or Grade Level Chairs. The preference will be honored unless the building administrator demonstrates cause to override the result. In this circumstance, the administrator will contact the Association president to discuss the reason(s).
4. Department Heads and Grade Level Chairs shall be primarily responsible to their department or grade level and to the appropriate administrator.
5. The District may establish District-level departments as deemed necessary during the existence of this contract.

B. Responsibilities of Department Heads and Grade Level Chairs shall include, but not be limited to, the following:

1. Inventory
 - a. Curriculum
 - b. Supplies
 - c. Audio-visual equipment
 - d. Furnishings
 - e. Movable equipment
2. Order equipment and materials
3. Participate in the budget process as defined by building practice
4. Coordinate programs within departments/grade levels, the building, and the district
5. Organize and preside at regular department meetings
6. Institute and promote curriculum change
7. Serve as a representative of the department/grade level
8. Assist classroom employees within the department or grade level professionally and personally
9. Assist administration:
 - a. Recommend hiring and placing staff within the department/grade level
 - b. Gather and share feedback about programs within the department/grade level
10. Inform employees about professional meetings and opportunities

- 2419 11. Assist employees in understanding and implementing the present program with available
 2420 materials
 2421 12. Serve as liaison between department/grade level and District-authorized advisory groups
 2422 13. Call upon staff to assist in any of the above-mentioned areas
 2423

2424 **SECTION 10C. Extra Duties, Committees and Curriculum Work**

- 2425 A. Hourly salaries for work performed outside the contracted school day shall be no less than 0.09% of the
 2426 BA, no experience step of the salary schedule.
 2427 1. 0.09% for district level curriculum committee work
 2428 2. Representation shall be one (1) person per building, per curricular area
 2429 3. Per Diem for sixth (6th) period contract and targeted assistance summer school programs and
 2430 consulting work.
 2431

2432 **SECTION 10D. Supplementary Contracts—Differential Salaries:**

- 2433 A. Length of Contract: Supplementary Contracts shall be issued for one year.
 2434 B. Non-Renewal: If a Supplementary Contract is not renewed, the employee affected upon request will be
 2435 given written reasons for such non-renewal.
 2436 C. Use of Certificated Employees for Differential Salary Schedule Positions: the District shall make every
 2437 reasonable effort to insure that the positions to be covered by the Differential Salary Schedule are held
 2438 by certificated personnel. Nothing in this Contract shall prevent the District from hiring a non-
 2439 certificated person in the event a qualified certificated person cannot be found or is not available.
 2440 D. Evaluation: All employees covered by this Section shall not formally evaluate other members of the
 2441 bargaining unit.
 2442

2443 **SECTION 10E. Supplemental Days**

- 2444 A. Additional service contracts shall automatically be issued to the individuals who hold the following
 2445 positions:
 2446

Library / Media Specialists	5 days
Elementary School Counselors (hired before 7/1/1999)	5 days (10 days)
Middle School Counselors (hired before 7/1/1999)	10 days (20 days)
Senior High School Counselors (hired before 7/1/1999)	10 days (20 days)
Nurses	10 days

2447 **SECTION 10F. Itinerants**

- 2448 A. Upon hire with the Richland School District, nurses, occupational therapists, physical therapists, and
 2449 speech language pathologists shall be placed on the salary schedule according to documented experience
 2450 and professional learning which shall include non-school district related experience in their field of work.
 2451 The District may offer itinerants supplemental incentive stipends up to \$12,000 per annum to reflect
 2452 market value of specialized itinerant work. This supplemental stipend will include any extended school
 2453 year (ESY) obligations up to a maximum of twenty (20) additional days.
 2454 B. For appropriate placement on the salary schedule, the District must receive all documentation of
 2455 experience and education (including continued competency activities for nurses) by October 1.
 2456 C. Nurses will be allotted ten (10) days prior to the start of school for administrative duties related to file
 2457 reviews and teacher notification of health plans (see Section 10E, supplemental days). A private office
 2458 space will be provided for nurses in each building.
 2459
 2460

2461 **SECTION 10G. Summer School**

- 2462 A. Employees teaching summer school shall be paid the higher of hourly per diem or curriculum rate.
 2463 B. All vacated or new summer school positions will be posted and hired consistent with Article VI
 2464 (Assignment, Transfer, and Vacancy) of the Collective Bargaining Agreement.
 2465 C. Vacant summer school positions will be posted on or by April 15th.
 2466 D. Preference may be given to summer school teachers(s) and coordinator(s) that served in the same position
 2467 in the prior summer based on prior year satisfactory summer school performance.

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SECTION 10H. Career & Technical Education (CTE)

- A. Full Time 1.0 FTE Secondary CTE employees are to be paid additional days in a supplemental contract that reflects the workload of the class/course. Identical classes/courses between buildings will receive an identical supplemental contract.
- B. Employees with split CTE/General Ed or partial CTE FTE assignments will be paid via monthly timesheet equal to the prorated amount of the CTE supplemental contract that their FTE in CTE would generate.
- C. By September 15th annually, the District will provide a master list of CTE supplemental contracts by class/course and site.
- D. The District can adjust supplemental contracts on a yearly basis based on workload adjustments to the class/course and/or budgetary changes at the state level.
- E. CTE employees will be assigned extra days as follows:
 - a. 20 days for Career Specialists
 - b. 5 days for Student Store, GESA Credit Union, Tech Ed, CTE Sciences, and FASCE (only if teaching Foods & Nutrition).
 - c. 3 Days for all other 1.0 FTE CTE Teachers
 - d. These days will be prorated to the percentage of the work day assigned to CTE.
- F. Additional duties beyond these extended days can be time-sheeted at per-diem consistent with the terms of the Collective Bargaining Agreement. Prior authorization by the CTE Director is required.
- G. CTE employees who act as Advisors for nationally affiliated student organizations (such as DECA or FFA) will be paid an extracurricular stipend as defined in the Coaches/Extracurricular Collective Bargaining Agreement.

2492 **SECTION 10I. Teacher Release Time**

- A. For high school activity director, middle-school hi-cap department head, new teacher induction positions, and any other position created, added, or substantially restructured by the District (see Article I, Section 1B), the District may choose to provide paid release time from teaching assignment in-lieu-of or in addition to a position stipend. The number and type of paid release periods will be based on funding and program need but shall not exceed the equivalent of 0.2 FTE (with the exception of high school activities directors which may be granted release time of not more than 0.6 FTE) of an employee's contract. These positions will be identified each fall and communicated to the Association by October 1. Selection of employees for these positions will be in accordance with the criteria set forth in the job description.

ARTICLE XI - TEACHERS ON LEAVE FROM CLASSROOM ASSIGNMENTS

SECTION 11A. CLASSROOM SUPPORT TEACHERS (CST's)

- A. CST's retaining their status in the Association shall be entitled to those rights under this Agreement which are specified below and include all relevant exhibits in appendices:
1. Article I: Administration
 2. Article II: Business
 3. Article III: Personnel
 4. Article IV: Evaluation and Probation, Non-TPEP
 5. Article VI: Assignment, Transfer, and Vacancy
 6. Article IX: Contracted days, Salary, and Benefits
 7. Article XI: Teachers on Leave from Classroom Assignments
 8. Article XII: Leaves, Bereavement, and Shared Assignment
 9. Article XV: Calendar
 10. Article XVI: Duration
- B. CST's shall not be considered as administrators/supervisors and, as such, shall be assigned and given responsibilities as prescribed herein.
- C. The District shall outline the duties of each CST position in a job description and submit the job description to the Association as outlined in Article I, Section 1B.C.
- D. CST's shall not participate directly in the evaluation of any certificated employee.
1. Should a CST work closely with individual employees or groups, the CST shall keep the details of all interactions confidential among the employee or employees being supported.
 2. CST's shall not provide subjective or evaluative information or commentary to any employee's supervisor unless there are significant concerns involving issues of student welfare, safety, or professional conduct.
 3. An employee receiving support from a CST may choose to share or include notes or artifacts from their interactions with his/her supervisor but cannot be compelled to do so.
- E. CST positions shall not reduce the annual certificated staffing allocation.
- F. Leave Terms: CST's shall one (1) leave term, up to a maximum of four (4) years. The duration of the leave term shall be stated in the job description for each CST position.
1. CST's currently on leave shall serve out the remainder of a (maximum) four (4) year leave term unless they elect to voluntarily rescind their leave or their leave is rescinded by the District.
 2. CST's granted a one (1) year leave extension for 2018-19 shall have that leave expire at the end of the 2018-19 school year.
 3. During a multi-leave term, the District shall annually review a CST's leave for renewal or rescission. The District will notify all employees by May 1 whether their leave will be renewed or rescinded.
 4. If, after annual review, the District rescinds the leave within the first year of a CST's multi-year leave term (except in the case of #5 below), the employee shall have the right to return to the position they vacated.
 - a. CST's on a one (1) year leave shall have the right to return to the position they vacated.
 - b. Beyond the first year of a multi-year leave term, the employee shall have the right to transfer to a vacant position for which he/she is qualified.
 - c. If no position is available for which the employee is qualified, the District shall administratively transfer the employee to a position held by the least senior employee in a building/classroom position, thereby displacing that least senior employee.
 - d. CST's hired prior to September 1, 2018 do not have rights to their previous teaching position.
 5. The District may rescind CST leave at any time for the purpose of administrative transfer to fill a vacant classroom position.
 6. A CST may voluntarily rescind their leave and transfer to a vacant classroom position in any year of their leave term by notifying the District

- 2553 a. If a CST voluntarily rescinds their leave within the first year of their multi-year leave
 2554 term and notifies the District by May 1 of their intent, they shall have the right to return
 2555 to the position they vacated.
- 2556 7. At the end of their multi-year term, a CST shall transfer to a vacant position for which he/she is
 2557 qualified.
- 2558 a. If no position is available for which the employee is qualified, the District shall
 2559 administratively transfer the employee to a position held by the least senior employee in
 2560 a building/classroom position, thereby displacing the least senior employee.
- 2561 G. In selecting CST's, candidates must:
- 2562 1. Possess a minimum of five (5) years of experience with at least two (2) years of experience as
 2563 an employee in the Richland School District.
 - 2564 2. Received a "Proficient" or "Distinguished" summative rating (or equivalent "Satisfactory" rating
 2565 under the traditional system) for the past four (4) summative evaluations.
 - 2566 3. CST's shall be selected and evaluated by those persons to whom the CST shall report.
- 2567 H. After serving a leave term as a CST, employees must complete a minimum of one (1) year in a classroom
 2568 assignment before reapplying for an open CST position.
- 2569 I. By November 1 of each year, the District shall provide a list of all CST job titles, the names of those
 2570 employees assigned to those job titles, and the leave term of the CST with beginning and ending
 2571 assignment date.
- 2572 J. The total number of CST's serving in the District at any given time shall not exceed the total number of
 2573 elementary, middle, and high school buildings (seventeen as of 2018-19) with the following exceptions:
 2574 Technology CST(s)/coach(es), ECEAP coach(es), and ELL Teacher(s) at Special Programs.
- 2575 K. CSTs currently on leave in the District include (but may not be limited to) the following job titles:
- 2576 1. Classroom Support Teachers (CST's)
 - 2577 2. English Language Learner (ELL) Teacher at Special Programs
- 2578

2579 **SECTION 11B. Dean of Students**

2580 A. General Purpose

- 2581 1. Deans of Students are beneficial to the District instructional program. Deans of Students shall
 2582 not be considered as administrators/supervisors and, as such, shall be assigned and given
 2583 responsibilities as prescribed herein.
- 2584 2. Deans of Students shall be primarily responsible to the principal and/or assistant principal. They
 2585 will assist the principal in daily and on-going administrative duties.
- 2586 3. It is intended that the Dean of Student position be a "training" position for future administrators,
 2587 therefore preference will be given to staff members who have completed an intern program, are
 2588 current or beginning principal interns, or have previously expressed an interest in becoming a
 2589 principal intern.
- 2590 4. Dean of Student positions will be posted In-District initially and there will be no in-building or
 2591 seniority preference. Positions will be posted out of district only if an in-district applicant is not
 2592 selected.
- 2593 5. It is intended that a staff member will not serve longer than three (3) years as a Dean of Students.
 2594 It is intended that since the position is a "training" position, the staff member will seek an
 2595 administrative position or return to the classroom if they decide they are not ready or interested
 2596 in pursuing an administrative position.
- 2597 6. Deans of Students will be evaluated using the Professional Growth Evaluation Format or a
 2598 modified Teacher Evaluation form developed by the Association and District.
- 2599 7. Deans of Students will retain their seniority and will be part of the building staff. Should a RIF
 2600 occur, they will have the same rights under **ARTICLE VI Assignment, Transfer, and Vacancy**
 2601 as any other certificated staff member. Each building shall be allocated a Dean of Student
 2602 position when the administration determines that enrollment is sufficient to justify the additional
 2603 position.

2604 B. Supplemental Days

- 2605 1. Secondary (including Alternative Programs) Dean of Students will be given the basic teacher
2606 contract of 180 days and supplemental contracts for time, regionalization, and longevity (if
2607 applicable). In addition, they will be given twenty (20) extended days paid at per diem.
2608 2. Elementary Dean of Students will be given the basic teacher contract of 180 days and
2609 supplemental contracts for time, regionalization, and longevity (if applicable). In addition, they
2610 will be given fifteen (15) extended days paid at per diem.
- 2611 C. Responsibilities of Dean of Students shall include, but not be limited to, the following:
- 2612 1. Assist building principal and leadership committees with providing curricular and instructional
2613 support leadership to effect systemic educational change and reform.
- 2614 2. Assist in developing and implementing building and District policies and procedures.
- 2615 3. Assist in supervising, directing, and assessing instructional programs at the site.
- 2616 4. Serve as an on-going member of Leadership Team and assist Principal and Learning
2617 Improvement Team in development and implementation of School Improvement Plan.
- 2618 5. Share responsibility with administrative team for providing supervision of student activities.
- 2619 6. Assist in screening and interviewing staff applicants.
- 2620 7. Assist principal with the evaluation of classified staff.
- 2621 8. Assist principal in developing schedules.
- 2622 9. Assume responsibility for daily student discipline, and monitor student attendance issues serving
2623 as liaison to courts as needed.
- 2624 10. Serve and lead committees as needed or requested by principal.
- 2625 11. Assist in managing building events.
- 2626 12. Complete other tasks as assigned by principal.

ARTICLE XII - LEAVES, BEREAVEMENT, SHARED ASSIGNMENT

SECTION 12A. LEAVES

Certificated employees of the District are expected to fulfill the attendance requirements of their positions. Excused absence or leave is permitted to employees under contract under certain conditions.

A. Paid and Unpaid Leaves:

Type of Leave	Status of Leave
Personal Illness, Injury, Maternity, Paternity, and Emergencies	Paid/Shared Sick Leave by Application & Approval
Personal Illness or Injury Leave	Unpaid
Maternity, Paternity	Unpaid but may use sick leave
Adoption	Unpaid but may use sick leave
Family Illness and Religious Observation	Paid
Bereavement	Paid
Personal Leave	Paid
Jury Duty	Paid
Military	Paid 21 days, unpaid thereafter
Professional Leave	Paid
Indeterminate Leave	Unpaid
Other Leaves	Unpaid
Association Leave	Paid (paid by REA Membership Dues)

B. Leave for Personal Illness, Injury, Maternity, Paternity and Emergencies:

1. Each full-time employee of the District under contract for one (1) year shall be entitled to receive up to twelve (12) days of paid leave for illness, injury, or emergency purposes as defined herein. Other similarly contracted employees who are less than full-time equivalent employees shall be given a pro-rated amount of leave within this category.
2. Leave eligibility granted under this Section shall be credited to each employee at the beginning of the school year or at such other time as the employee enters into an employment contract with the District.
3. Deduction from this allocation of leave days shall be made for each absence occasioned by legitimate claims of the following kinds: personal illness, injury, maternity, paternity, or disability.
4. An employee may exercise an option to receive remuneration for unused leave under this Section accumulated in the previous year at a rate equal to one (1) day's compensation of the employee for each four (4) full days accrued leave for illness, injury, and maternity in excess of sixty (60) days.
 - a. Leave for illness, injury, and maternity for which compensation has been received shall be deducted from the employee's accumulated sick leave at the rate of four (4) days for every one (1) day's compensation paid.
 - b. At the time of an employee's separation from the District due to retirement or death, an eligible employee or employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation for the employee for each four (4) days accrued leave under this Section.
5. The District shall grant emergency leave for the following reasons:
 - a. Illness or hospitalization of a member of the employee's immediate family.
 - b. Serious damage to personal property.
 - c. Legal proceedings in which the court mandates attendance by the employee unless the case involves the District as a defendant and the employee as a petitioner.
6. The District may grant emergency leave in other extraordinary circumstances which cause the employee to be away from work. Other emergencies are defined as:
 - a. Circumstances that must have been suddenly precipitated, must be of such nature that planning is not possible, or
 - b. That planning could not relieve the necessity for the employee's absence.

- 2666 c. Under this provision, if the leave request is granted, the employee shall first have
2667 exhausted other applicable leaves.
- 2668 7. In all instances described in 5 and 6 above, emergency leave shall be deducted from accumulated
2669 sick leave in the same manner as deducted for illness or injury.

2670 **C. Personal Illness or Injury Leave:**

- 2671 1. If an employee exercises the leave provision of this Section provided for in paragraph B for
2672 personal injury or personal illness, employees shall, when possible, give advance notice of at
2673 least two (2) weeks to the District of their intent to return to employment.
- 2674 2. When the leave provisions of this Section are exercised for the reasons of personal health or
2675 personal illness, the District shall have the option of requiring a physician's statement or other
2676 acceptable documentation testifying to the employee's illness and recovery.
- 2677 3. In addition to the leave provided in paragraph B of this Section, employees who are unable to
2678 perform their duties because of personal illness or injury and disability there from, may upon
2679 request, be granted at the discretion of the District, a leave of absence without pay at the
2680 exhaustion of the illness, or disability. This leave of absence shall be without pay and for no
2681 more than one (1) school year, except that this leave may be renewed annually upon application
2682 to and approval from the Superintendent.

2683 **D. Maternity/Paternity Leave:** (see also: **Other Leaves Section N**)

- 2684 1. The following terms and conditions shall apply to persons who are seeking leave under paragraph
2685 B of this Section for the reasons of maternity/paternity or pregnancy.
- 2686 2. Maternity/Paternity Leave shall commence at the designation of the employee, the employee's
2687 personal physician, and immediate supervisor provided that said leave shall not commence more
2688 than thirty (30) calendar days prior to the estimated date of childbirth, unless medically required
2689 and the employee's attending physician so certifies in writing to the District.
- 2690 3. The duration of the maternity/paternity leave shall be from commencement to a period of ninety
2691 (90) contract and/or school days following childbirth unless the requesting employee's attending
2692 physician makes a written recommendation that the duration of the maternity leave shall extend
2693 beyond the ninety (90) days.
- 2694 4. An employee requesting maternity/paternity leave shall notify the District at least two (2) weeks
2695 prior to the day at which the employee desires to commence the maternity/paternity leave.
- 2696 5. The employee shall also notify the District at least two (2) weeks prior to the date which the
2697 employee intends to return to work following maternity/paternity leave.
- 2698 6. In any event, the employee shall notify the District within at least thirty (30) days after childbirth
2699 of the date at which the employee intends to return to work for the District.
- 2700 7. Certificated employees returning from maternity/paternity leave shall be placed in their former
2701 positions in the District or in a similar position in the District.
- 2702 8. If an employee does not have available accrued leave to use for maternity/paternity leave purposes,
2703 the employee may be granted a leave of absence for a reasonable period of time for the purpose of
2704 maternity/paternity leave and retain the right to return to the employee's former position or a
2705 similar position provided that this non-paid leave of absence shall not extend beyond the end of
2706 the current contract year it was granted.
- 2707 9. In the event that childbirth occurs between the last contract day in the spring and the first contract
2708 day of the following school year, this non-paid leave may be granted for the following contract
2709 year but shall not extend beyond that contract year.
- 2710 10. The non-paid leave of absence provided for herein shall be for a period of within thirty (30) days
2711 prior to the estimated date of childbirth and shall end at a period of not more than sixty (60) days
2712 after childbirth unless the employee requesting leave at an earlier time or for a later period of time
2713 provides the District with attending physician's statements supporting the need for this additional
2714 leave, provided that the leave granted shall not exceed the maximum time allowed in this
2715 paragraph.

2716 **E. Adoption Leave:**

- 2717 1. A staff member adopting a child shall be eligible for up to twelve (12) weeks of unpaid leave;
2718 provided, however the employee may substitute accrued sick leave or other personal leave. Such
2719 leave shall be used for when the child actually comes into the home. If both adoptive parents are

- 2720 employed by the District, they will be limited to the total of twelve (12) weeks to be used between
 2721 the two of them. Personal leave shall be used for the legal transactions involved in the adoption.
- 2722 **F. Family Illness and Religious Observance Leave:**
- 2723 1. The leave provided herein for the purpose of attending serious family illness, significant accident
 2724 or Religious Observance shall be limited to three (3) days in any one (1) contract year.
 - 2725 2. Family illness shall be defined as the situation where the presence of the employee is necessary to
 2726 administer to the serious illness or significant accident of any one or more of the family members.
 2727 The District may request verification of the use of these days.
 - 2728 a. Any relative residing in the household of the employee: Spouse, parents, step-parents,
 2729 guardians, children, brothers, sisters, or grandparents not residing in the home of the
 2730 employee.
 - 2731 3. Certificated employees may need to be absent during regularly scheduled days for the purpose of
 2732 religious observance of the employee's faith.
 - 2733 a. Leave notice for religious observance shall be directed to the immediate supervisor on
 2734 the form provided by the District.
 - 2735 b. When possible, the employee shall give at least three (3) days advance notice of the
 2736 intended leave.
- 2737 **G. Bereavement Leave:**
- 2738 1. The leave provided in this paragraph for the purpose of bereavement shall be limited to a maximum
 2739 of five (5) days leave within a twenty (20) day period for each case of absence caused by death in
 2740 the immediate family.
 - 2741 2. Immediate family is defined as spouse, domestic partners, parents, step-parents, guardians,
 2742 grandparents, brothers, sisters, step-brothers, step-sisters, children, step-children, in-laws and
 2743 grandchildren.
 - 2744 3. Bereavement leave shall be allowed for absence occasioned by the death in the employee's
 2745 spouse's and children's immediate family provided that said leave shall be limited to a maximum
 2746 of three (3) days per occasion.
 - 2747 4. Bereavement leave shall not be accumulative.
 - 2748 5. Bereavement leave limited to one (1) day of leave with pay is hereby provided in case of absence
 2749 caused by death of:
 - 2750 a. A close friend or
 - 2751 b. A relative not included in the "immediate family".
 - 2752 c. The single-day bereavement leave provided in this paragraph is limited to three (3)
 2753 occasions per year.
 - 2754 d. Such leave is not accumulative.
 - 2755 6. Bereavement leave shall be taken in whole-day or half-day increments.
- 2756 **H. Personal Leave:**
- 2757 1. The District recognizes that at times personal circumstances may require the absence of an
 2758 employee during working hours.
 - 2759 2. Under such circumstances, the employee shall be entitled to three (3) days per year of personal
 2760 leave.
 - 2761 3. The leave notice shall be directed to the immediate supervisor on the form provided by District.
 - 2762 4. When possible, the employee shall give at least one (1) contract day advance notice of the intended
 2763 leave, except in the case of emergencies. Personal leave requested within three (3) contract days
 2764 of the date of the intended leave will be granted contingent upon substitute teacher availability.
 - 2765 5. When the number of employees requesting leave for a particular day restricts the operation of an
 2766 individual school or the District, the leave requests shall be granted in a manner to minimize such
 2767 impact.
 - 2768 6. Personal leave will not be allowed on the first or last instructional day of the school year.
 - 2769 7. Personal leave may be taken in hourly, whole-day or half-day increments.
 - 2770 8. Unused personal leave may also be banked, at the employee's option, to a maximum of four (4)
 2771 days (in June). After receiving three (3) additional days the following September, an employee
 2772 shall then have the option to use not more than five (5) personal leave days consecutively in a
 2773 school year through the use of current and banked leave days.

- 2774 9. Unused personal leave may also be cashed out at the end of each year at the rate of one (1) day for
2775 one (1) day at per diem.
2776 10. TRS I employees will not be allowed to cash out unused personal leave days during their last two
2777 years prior to retirement due to the Excess Compensation penalty imposed on the School District
2778 by the retirement system. Instead of the cash out provision, TRS I employees will instead be
2779 allowed to trade unused personal leave for per diem day pay at the rate of one (1) personal leave
2780 day for 3.75 hours or two (2) personal leave days for 7.5 hours.

2781 **I. Jury Duty:**

- 2782 1. In cases where jury duty is required, paid leave shall be granted provided that any funds received
2783 by the employee for jury duty shall be retained by the employee. The leave provided in this
2784 paragraph shall be in addition to the leave provided in paragraph B.
2785 2. On any day that a staff member is released from jury duty or as a witness by the court and four or
2786 more hours of the staff member's scheduled work day remains, the staff member is to inform
2787 his/her supervisor and report to work if necessary.

2788 **J. Military Leave:**

- 2789 1. Certificated employees may be granted military leave absence during the time required in the
2790 Armed Services of the United States.
2791 2. Military leaves of absence for present employees who are required to be in the service are construed
2792 as school service in determining experience credits for salary purposes.
2793 3. Military leaves of absence shall be paid up to twenty-one (21) days per year.
2794 4. Additional military leave is without pay.
2795 5. Certificated employees granted such military leave upon returning shall be placed in their former
2796 position or similar position.

2797 **K. Professional Leave:**

- 2798 1. Where the District requires an employee to attend or participate in a professional meeting other
2799 than Association business meetings, then the District shall grant leave for said participation without
2800 deduction and shall reimburse the employee the reasonable actual expenses incurred in said
2801 participation.
2802 2. This leave shall be in addition to the leave provided in paragraph B of this Section and shall not be
2803 deducted there from.
2804 3. Certificated employees may request leave for participation in professional meetings other than
2805 those required in (1), excluding Association business meetings.
2806 4. The granting of this leave shall be at the sole discretion of the District.
2807 5. The District shall reimburse the employee the reasonable, actual expenses incurred for such leave.
2808 a. Reimbursement shall be in accordance with District rules and regulations.
2809 b. The employee may waive all or part of the granted reimbursement allowing the
2810 participation of more people.
2811 6. Certificated employees may request leave from the District for participation in civic organizations
2812 not related to their profession.
2813 a. The granting of this leave shall be at the sole discretion of the District and shall be without
2814 pay.
2815 b. The leave provided in this paragraph shall not exceed five (5) days per meeting.
2816 7. When the District approves that an employee is needed to transfer or accompany a student (or
2817 several students) when they are representing the District or the individual school to activities, and
2818 said employee misses regularly scheduled class time, the District will grant professional leave for
2819 such absence.

2820 **L. Other Leaves:**

- 2821 1. Leaves of absence for one (1) full contract year without pay may be granted to employees for the
2822 purpose of study, travel, recuperation, working in a professionally related field, or any other
2823 purposes.
2824 a. An employee will be expected to have completed at least two (2) consecutive years of
2825 successful service in the District prior to the commencement of leave under this policy.
2826 b. Under unusual circumstances, the Superintendent may recommend that leave be granted
2827 to employees with fewer than two (2) years of service.

- 2828 c. Such leaves of absence shall be automatically terminated and all rights to a position in
 2829 the District forfeited if the employee signs a “continuing contract” in another school
 2830 district.
- 2831 2. Leaves of absence for up to two (2) full contract years without pay may be granted to employees
 2832 for the purpose of child rearing.
 - 2833 3. Such leaves may be extended upon the recommendation of the Superintendent and at the sole
 2834 discretion of the District. Certificated employees who wish to request an extension of a leave must
 2835 request the extension before March 1.
 - 2836 4. A leave of absence granted under this sub-Section without pay for one (1) year of study entitles an
 2837 employee to a normal salary increment.
 - 2838 5. Leaves of absence granted under this policy shall be limited so that no more than five percent (5%)
 2839 of the employees of the District are on leave at one time. Under unusual circumstances, the Board
 2840 may increase the five percent (5%) limit.
 - 2841 6. If the number of applications exceeds five percent (5%) applications shall have the following
 2842 preferential priority:
 - 2843 a. Advanced study
 - 2844 b. Recuperation
 - 2845 c. Child rearing
 - 2846 d. Travel
 - 2847 e. Work
 - 2848 f. Other
 - 2849 g. In the event it becomes necessary to limit leaves allowed within categories above, the
 2850 candidate(s) possessing greatest seniority shall prevail.
 - 2851 7. Upon the request of an employee on leave, the District shall make provisions for the continuance
 2852 of an employee’s participation in any District group insurance program, subject to approval of the
 2853 carrier. The entire premium required shall be paid by the employee to the District payroll office
 2854 on a monthly basis as required by the payroll office.

2855 **M. Association Leave:**

- 2856 1. Approved leave shall be allowed for Association activities. Recipients of such leave must be
 2857 officials of the Association, its constituent organizations, or members of these organizations who
 2858 are designated as official delegates or participants in the activities.
- 2859 2. Guidelines for Association Leave:
 - 2860 a. When the Association and the District agree to conduct bargaining session(s) during the
 2861 contract day, members of the Association bargaining team shall be excused without loss
 2862 of pay, and the District will pay the costs of the substitute(s), should any be necessary.
 - 2863 b. For any other approved association leave, the Association shall pay to the District the
 2864 costs of the substitute, should any be necessary. This amount shall be equal to one (1)
 2865 day’s substitute pay plus fringe benefits for each day of association leave used during the
 2866 contract year.
 - 2867 c. In order to be approved by the District, requests for association leave shall be submitted
 2868 by the Association in writing to the Human Resources office prior to the leave.
 - 2869 d. Prior to the leave, the member shall complete the proper leave request forms provided by
 2870 the District.

2871 **N. Officer Leave of Absence:**

- 2872 1. The District shall grant the Association President, a full time paid leave of absence from his/her
 2873 teaching position for the 2 year term of service as president.
- 2874 2. The District may grant a leave of absence to the Association President’s designee in the proportion
 2875 requested.
- 2876 3. The leave portion of the contract to include salary, benefits, retirement contributions, and TRI
 2877 Stipends as if the president were on a regular full-time teaching assignment shall be paid to the
 2878 employee by the District and the District shall be fully reimbursed by the Association.
- 2879 4. The employee(s) shall receive full experience credits and all other contractual benefits, rights, and
 2880 responsibilities as provided by the state and the Collective Bargaining Agreement. They will also
 2881 retain all seniority rights under this contract for the period of the leave.

2882 5. Upon completion of the two-year leave, the full-time president shall return to his/her previous
2883 teaching assignment or a mutually agreed upon alternative assignment.

2884 **O. Return from Leaves:**

2885 1. An employee returning from a leave of absence of up to one (1) year granted under the provisions
2886 of this Section shall be given the same consideration for returning to the position of last assignment
2887 or a similar position within the District, as if the employee had been on active duty.

2888 2. An employee returning from a leave of absence who chooses to resign part of their contract, will
2889 not necessarily be guaranteed their current position and may need to apply for a part time vacancy
2890 within the district.

2891 3. An employee returning from a leave of absence of more than one (1) year will not be guaranteed
2892 their previous position and will be placed in an open position that matches their experience and
2893 qualifications.

2894 **P. Consultation Release Time:**

2895 1. Certificated staff, who are representing the District on State Committees, on Special Assignments,
2896 etc. are asked to attend meetings or make presentations at conferences:

2897 a. Will be limited to seven (7) to ten (10) days of release per year depending on complexity
2898 of assignment.

2899 b. Additional days may be requested with Building Principal or Program Manager and
2900 Director of Human Resources approval.

2901 c. Days to be used prior to requesting additional days are:

2902 1. District Paid Days

2903 2. Personal Leave

2904 d. District should be reimbursed for the costs for substitutes, travel, etc.

2905 e. Cost for travel to conferences that are not reimbursed, may be submitted to the building,
2906 program or staff development fund through I-728.

2907 f. Teachers making presentations at another building within the district will not be required
2908 to count that time or days within the limit above.

2909 2. Teachers who are working as Consultants, representing themselves in a business capacity, working
2910 as a referee or coaching outside of the district:

2911 a. Will be limited to seven (7) days of release per year for no more than two (2) years.

2912 b. After two (2) years, the Teacher will need to decide if they want to continue to teach full
2913 time for the District.

2914 c. Days to be used will be:

2915 d. Personal Leave (2-5 depending upon number of banked days)

2916 e. All Personal Leave days will be used prior to non-paid days.

2917 f. Non-Paid Days (2-5 days depending upon number of Personal Leave days)

2918 g. The District will not be responsible for travel and/or registration costs.

2919 h. The District will be reimbursed for the cost of a substitute for non-paid days.

2920

2921 **SECTION 12B. Shared Assignments:**

2922 A. Two (2) employees may, upon administrative approval, share the same teaching assignment or daily
2923 subject schedule.

2924 B. Employees granted such status shall be placed on a one-half (1/2) time contract while being placed on an
2925 unpaid leave for the other one-half (1/2) of the contract.

2926 C. The employees are to be paid insurance benefits and salaries at one-half (1/2) time rate.

2927 D. The employee's leave status is renewable for one (1) additional year of leave.

2928 1. Upon approval of the supervisor a job share may become a continuation of the current position.

2929 2. Provided application is made no later than February 28th and administrative approval is received.

2930 E. The employees are entitled to full re-employment rights at the expiration of said leave.

2931 F. Employees on a shared assignment are expected to assume an equitable share of additional duties.

ARTICLE XIII - REDUCTION IN FORCE (RIF)

SECTION 13A. General Conditions

- A. The District and the Association recognize that a reduction in certificated staff may be necessary when the number of current employees with continuing certificated contracts (after considering attrition due to retirement, resignations, and leaves) exceeds the number positions needed for the following year. Should such layoffs be deemed necessary based on (a) projected student enrollment for the following year, or (b) a significant reduction in total resources compared to the current fiscal year or (c) loss of designated categorical funding for a specific program, the District shall follow the procedures set forth in this Article.
- B. This section shall apply to all employees, including those on leave and those provisional employees non-renewed for financial reasons.

SECTION 13B. Layoff Conditions:

- A. By April 15th of a year in which a layoff is anticipated, the District shall provide to the Association the rationale and data for its conclusion that a layoff may be necessary. During this time, the parties agree to meet and consider alternatives to eliminate or minimize the number of employees who will be laid off, including but not limited to the development of mutually-agreed attrition incentives.
 - 1. If the State Legislature has not completed a budget for the coming school by May 1st, the District may, in writing, extend this deadline to June 1st.
- B. A reduction in force shall take place only after the following occur(s):
 - 1. All retire, rehire employees are non-renewed.
 - 2. All leave replacement employees are non-renewed.
 - 3. The District has granted all leave requests.

SECTION 13C. Placement Criteria:

- ~~A.~~ Employees will be considered for retention in order of seniority according to all areas of certification including any endorsements or eligibility for assignment pursuant to WAC 181.82.105 or 181.82.110.
- B. Employees are responsible for providing verification of course work, majors and/or minors and endorsements. Such verification shall consist of notations on college transcripts or by a letter from the college or university.

SECTION 13D. Reduction Procedure:

- A. When reductions are to be made, seniority will be the first consideration.
 - 1. Reductions will be made in an order beginning with the least senior employee.
 - 2. When seniority is equal, the employee with the earliest, first regular work day for a Washington State public school district will be retained. Summer school or other supplemental contracts will not be counted towards seniority. If a tie still exists, the employee with the higher summative evaluation score from the previous evaluation period will be retained provided all tied employees have a summative evaluation score. If a tie still exists, or not all employees involved have a summative evaluation score that tie will be broken by lot in the presence of both District and Association representatives.
- B. For the above considerations, seniority shall be defined as total years and months of service in Washington State in a certificated capacity.
- C. By March 1st of each year, the District shall distribute a seniority ranking list to each employee via email. Employees shall have twenty (20) work days to contest their seniority ranking. After 20 twenty (20) work days have passed, the seniority ranking is considered “locked” until the start of the next school year.
- D. Administrative transfers/reassignments shall be used when necessary to ensure maximum retention of employees in order of seniority. When choosing employees for administrative transfer/reassignment, the least senior eligible retained employee will be transferred or reassigned. This provision shall supersede conflicting provisions of Article VI, section 6B when a reduction in force is in effect.

2984 **SECTION 13E. Layoff Provisions:**

- 2985 A. Employees not assigned to a position for the ensuing school year will be notified in writing of layoff by
2986 the Superintendent no later than May 15th.
- 2987 B. An employee receiving written notification of layoff shall be automatically placed on layoff status in a
2988 recall pool.
- 2989 C. Credit for any education acquired during the year of layoff will be granted in accordance with salary
2990 schedule criteria contained in this Agreement.
- 2991 D. No candidate will be hired by the District from outside the bargaining unit unless no employees on layoff
2992 status holds the necessary certification, endorsements or eligibility for assignment pursuant to WAC
2993 181.82.105 or 181.82.110 for the available position and all voluntary or administrative transfers to
2994 facilitate recall from the pool have been exhausted.
- 2995 E. Employees on layoff status can work in a substitute teacher capacity while on layoff.
- 2996 F. Upon the request of an employee, the District shall make provision for the continuance of an employee's
2997 participation in any District group insurance program. Subject to the approval of the carrier, the entire
2998 premium required shall be paid by the employee to the District payroll office on a monthly basis as
2999 required by the payroll office.
- 3000 G. Indeterminate Leave:
- 3001 1. All employees non-renewed as a result of the District's financial problems shall be, upon the
3002 employee's request, placed on indeterminate leave for a period of one (1) contract year unless
3003 the employee is offered employment as an employee of the District's schools during that year.
- 3004 a. Credit for any education acquired during that year will be granted.
- 3005 b. Acceptance of employment as an employee in any other school district during that year
3006 shall constitute an automatic termination of leave.
- 3007 2. No employees will be hired by the District from outside the pool created by the non-renewals
3008 unless all employees from the pool determined by the District administration to be qualified for
3009 the position have refused the position.
- 3010 3. Substitutes will be used for absences of a day or more and will come from this pool of employees
3011 except when no one from the pool is available.
- 3012 4. Upon the request of an employee, the District shall make provisions for the continuance of an
3013 employee's participation in any District group insurance program if the group insurance program
3014 so permits. The entire premium required shall be paid by the employee to the District payroll
3015 office on a monthly basis as required by the payroll office.
- 3016

3017 **SECTION 13F. Recall:**

- 3018 A. Recall shall be by inverse order of layoff for any position for which the employee holds the required
3019 certification, endorsements or is eligible for assignment pursuant to WAC 181.82.105 or 181.82.110.
- 3020 B. Except where voluntary or administrative transfers would allow the employee to be recalled, an employee
3021 not meeting the above criteria for an available position will be passed over for that position but will
3022 maintain their ranking in the recall pool for any future position.
- 3023 C. The District shall give notice of recall by telephone and email or if unable to contact the affected
3024 employee, then notice shall be sent by registered letter to said employee's last known address. It is the
3025 employee's responsibility to ensure current contact information is on file with the District.
- 3026 D. Any employee so notified shall respond within ten (10) working days from receipt of said notice whether
3027 the employee accepts or rejects the position. If the District does not hear from the employee within this
3028 timeline, the employee forfeits their position on the recall list and the employment relationship with the
3029 District will be severed.
- 3030 E. An employee offered re-employment in accordance with this Section must accept employment (within
3031 the ten (10) day working period defined above) when offered or lose all rights to re-employment pursuant
3032 to this Section.
- 3033 F. Should an employee who had previously earned continuing status be recalled to fill a non-continuing
3034 position, the employee shall retain the right to continuing contract status with the District and be placed
3035 back into the employment pool at their original ranking, if necessary, when the position is no longer
3036 available.

3037 G. Acceptance of contract employment as an employee in any other school district while on layoff status
3038 shall constitute an automatic termination of the employment relationship as provided herein.

3039 **ARTICLE XIV - SUBSTITUTE TEACHERS AND LONG TERM SUBSTITUTES**

3040
3041 **SECTION 14A. Definition of Terms**

- 3042 A. The term “**Replacement Employee**” shall mean an employee who replaces a full-time or part-time
3043 employee who has been granted a leave as provided in the appropriate RCW.
3044 B. The term “**Long Term Substitute**” shall mean a person who is temporarily employed but works more
3045 than twenty (20) consecutive days in one (1) assignment.
3046 C. **Thirty (30) day Substitute/Casual Substitute** is a person who is employed on a casual basis for thirty
3047 (30) days or more beginning or ending in the current school year or the preceding school year.
3048

3049 **SECTION 14B. Substitute Priority Procedure**

- 3050 A. It is recommended that substitutes be employed in order of the following priorities:
3051 1. Employee sick leave
3052 2. All remaining contractual leaves
3053 3. Supervision of student activities athletics and/or other such activities involving students
3054 4. Out -of-district professional activities
3055 5. Contracted Planning Time
3056 6. District-wide meetings
3057 7. Building meetings
3058 8. Other
3059

3060 **SECTION 14C. Daily Rate of Pay**

- 3061 A. The daily rate of pay for substitute teachers shall be available upon request from the Richland School
3062 District Office of Human Resources and/or the Payroll Department.
3063

3064 **SECTION 14D. Replacement, Substitutes, and Long Term Substitutes**

3065 **A. Replacement Employee:**

- 3066 1. Replacement employees shall be issued a non-continuing individual contract for the term of the
3067 leave. Leave replacement employee shall be for absence of one semester or more.
3068 2. Replacement employees shall be entitled to all coverage of all the terms and conditions of this
3069 Agreement except Assignment and Transfer and Reduction in Force Procedures.

3070 **B. Long Term Substitute:**

- 3071 1. Upon completion of twenty (20) consecutive days in one (1) assignment, the person shall be
3072 considered a long term substitute and an employee within the bargaining unit.
3073 2. Said employees shall be eligible for per diem salary placement (retroactive to the first day) and
3074 one (1) day of paid sick leave for each twenty (20) days of service as long as the employee
3075 remains in the same assignment.
3076 3. Said leave is non-accumulative.
3077 4. Long term substitutes who open the classroom, do the class grading at the semester, or who close
3078 the classroom at the end of the year shall be eligible for one (1) per diem day for each activity if
3079 they are working in a position which requires them to perform such activity.
3080 5. Long term substitutes shall be covered by the following terms and provisions of this Agreement:
3081 a. Article I Administration
3082 b. Article II Business
3083 c. Article III Personnel
3084 d. Article IV Evaluation and Probation
3085 e. Article VI Instruction
3086 f. Article VII Special Education
3087 g. Article VIII Contracted Days, Salary and Benefits
3088 h. Article XIII Calendar
3089 i. Article XIV Duration

3090 **C. Thirty (30) day Substitute/Casual Substitute:**

- 3091 1. Upon completion of thirty (30) days within the proceeding time frame, the employee shall be
3092 considered a thirty (30) day substitute and an employee within the bargaining unit.

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2. Thirty (30) day substitutes shall not be covered by the provisions of this Agreement, except for the specific substitute language in the current agreement.

ARTICLE XV – CALENDAR

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SECTION 15A. Definition of Terms

- A. “**Instructional Day**” for the purpose of this Contract shall be defined the same as “School Day” is defined under the appropriate RCW.
- B. “**Learning Improvement Days**” (LID) are state paid days provided beyond the 180 student days and are required work days for certificated staff.

SECTION 15B. Perpetual Calendar

- A. There are one hundred eighty (180) instructional days in a school year.
- B. Saturdays and Sundays are not instructional days.
- C. School Holidays are defined as Labor Day, Veterans’ Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, New Years’ Day, Martin Luther King Day, Presidents’ Day, Memorial Day, and Independence Day. No school will be held on these days.
- D. Winter Break is defined as the two (2) full weeks inclusive of Christmas and New Years’ Day. The last instructional day prior to Winter Break will be the Friday prior to Christmas.
- E. Spring Break is defined as the week starting with the first (1st) Monday in April.
- F. High School Graduation is the first (1st) Friday in June. As a result, the last instructional day of the school year will be no later than five (5) school days after high school graduation as defined by RCW.
- G. The Friday before Memorial Day is designated as a Make-Up Day. This will be a non-contracted day for employees and no school will be held unless an instructional day from earlier in the school year is required to be made up. In that event, the Friday before Memorial Day becomes a contract day. Any subsequent make-up days will be placed after the regularly-scheduled last instructional day of the year.
- H. A “Grades Day” will be scheduled on the Monday (or Tuesday if attached to the Martin Luther King, Jr. Holiday) at the end of the first semester. This will be a non-contracted day for employees and no school will be held unless a building decides, using their decision making model, to place a “Time” supplemental day on this date.
- I. Elementary conference dates in the fall and spring will be placed in the week of the Thanksgiving Holiday and the week in March immediately after the end of the second (2nd) trimester.
- J. No later than February 1st of each year, the District will submit a draft calendar for the upcoming school year for Association review and input. The Association will have thirty (30) calendar days to solicit input from their membership and provide feedback to the District. At the end of this thirty (30) day period, the District will submit the calendar (with amendments, if any) to the Board for approval.

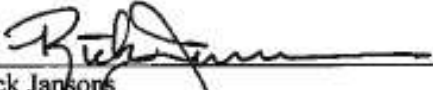
SECTION 15C. Emergency School Closure and Delayed Opening

- A. Emergency School Closure and Delayed Opening:
 - 1. In the event that it becomes necessary to close schools because of weather or other emergency situations, employees will be notified through local radio stations, when possible, by 6:30 a.m.
 - 2. If school has begun for the day and early dismissal is required, employees shall be dismissed immediately following the departure of students.
 - 3. No teacher shall be required to report for work on a day when student attendance in the building has been suspended for emergency reasons.
 - 4. In the case of delayed opening, teachers shall be required to report to work no earlier than thirty (30) minutes prior to the planned arrival of students.
 - 5. If makeup days are required, the dates upon which they are to be held shall follow the perpetual calendar language defined in Section 15B.
 - 6. No teacher shall be subjected to loss of pay or benefits due to non-attendance on days when the schools have been closed for emergency reasons.

ARTICLE XVI - DURATION

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This contract shall remain in full force and effective from September 1, 2018 to and including August 31, 2021 with the following areas open for continued re-negotiation: benefits, calendar, evaluation, portions of the contract affected by legislative action, and any other mutually agreed upon re-openers. Either party may, upon written notice, no later than sixty (60) days before the date of expiration, give notice of its intent to negotiate a successor contract. This contract may be modified in writing at any time through the mutual consent of the parties.


Rick Jansons
President of the Richland School Board


Ken Hays
President of the Richland Education Association


Tony Howard
Executive Director Human Resources


Chris Jacobs
Vice President Richland Education Association

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Appendix A: Evaluation Forms:

1. Teacher Professional Growth Evaluation Summary
2. Teacher Professional Growth Plan
3. Teacher Evaluation Summary
4. Observation Worksheet
5. TPEP Comprehensive Summative Form
6. TPEP Focused Summative Form

3162 **RICHLAND SCHOOL DISTRICT NO. 400**
3163 **TEACHER PROFESSIONAL GROWTH EVALUATION SUMMARY**

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3166 Employee: _____ Assignment: _____
3167
3168 Evaluator: _____ Final Meeting Date: _____
3169
3170 Initial Meeting Date: _____ Additional Meeting Dates: _____
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3172 This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence
3173 and encouraging improvement in specific areas through systematic assessment. The following general criteria are
3174 assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgment, and
3175 contribution to school and district activities. Additionally it is assumed that the employee meets the minimum
3176 criteria required by State Statute as reflected on the Teacher Evaluation Summary.
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3178 **GOAL AREAS ADDRESSED:**

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3186 **EVALUATOR COMMENTS** (Required):

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3195 **EMPLOYEE COMMENTS:** (Optional – attach if applicable)

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3204 _____
Signature of Evaluator Date Signature of Employee* Date

3205 * I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

3206

3207 Original: Human Resources File Copies: Employee Evaluator

3208

3209 **RICHLAND SCHOOL DISTRICT NO. 400**
3210 **TEACHER PROFESSIONAL GROWTH PLAN**

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3213 Employee: _____ Assignment: _____
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3215 School Year: _____ Date: _____
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- 3217 1. Specify professional goal(s), which is to be the focus of my Professional Growth Plan. Goals must support
3218 Essential Academic Learning Requirements in the categories of curriculum, assessment and/or instruction.
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3222 2. What is the plan of action for achieving my goal(s)?
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3225 3. How can my principal help me to achieve my goal(s)?
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3228 4. Who will be involved in working with me to achieve my goal(s)?
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3232 5. Specify the assessment tool(s) that will be used to measure success in achieving my goal(s), such as evidence
3233 of student growth, evidence of professional growth, products, samples, or portfolios. Assessment tools may
3234 include, but are not limited to:
- 3235 • Observations by evaluator
 - 3236 • Student assessment devices
 - 3237 • Parental assessment devices
 - 3238 • Support group observation critique
 - 3239 • Recording devices
 - 3240 • Self-evaluation
 - 3241 • Research
 - 3242 • _____
 - 3243 • _____
- 3244

3245
3246 Initial Planning Meeting: _____

3247 Additional Meetings: _____

3248 Final Meeting: _____
3249

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3251 _____
Signature of Evaluator Date Signature of Employee Date

3252
3253 Original: HRS File Copies: Employee Evaluator
3254 Revised 08/02
3255

3256 **RICHLAND SCHOOL DISTRICT NO. 400**
 3257 **TEACHER EVALUATION SUMMARY**

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 3259 Employee: _____ Assignment: _____

3260
 3261 Evaluator: _____ Evaluation Conference Date: _____

3262
 3263 Standard Evaluation Short Form Evaluation

3264
 3265 1st Observation Date: _____ 2nd Observation Date: _____

3266
 3267 This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence
 3268 and encouraging improvement in specific areas through systematic assessment. The following general criteria are
 3269 assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgment, and
 3270 contribution to school and district activities.

Professional Characteristics					
Criterion	Meets Standards	Needs Improvement		Meets Standards	Needs Improvement
1. Instructional Skill			5. Handling Student Discipline and Attendant Problems		
2. Classroom Management			6. Interest in Teaching Students		
3. Professional Preparation and Scholarship			7. Knowledge of Subject Matter		
4. Effort Toward Improvement When Needed			8. Communication		

3271 **EVALUATOR COMMENTS** (Required):

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3276 **EMPLOYEE COMMENTS:** (Optional – attach if applicable)

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3282 _____ Date _____ Signature of Employee* _____ Date

3283 * I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

3284
 3285 Original: Human Resources File Copies: Employee Evaluator
 3286 Revised 08/04

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**RICHLAND SCHOOL DISTRICT #400
OBSERVATION WORKSHEET [Long Form]**

Employee _____
Employee signature/date

Evaluator _____
Evaluator signature/date

Observation date(s) _____ _____
Position Observed **Building Assignment**

MS – Meets Standard, NI – Needs Improvement, NO – Not Observed

1.0 INSTRUCTIONAL SKILL MS NI NO

- 1.1 Possesses, demonstrates and maintains appropriate academic competence, skill, and scholarship in designing and implementing services and/or instruction. □ □ □
- 1.2 Instructs and motivates students and/or teachers: implementing a variety of techniques and developing informational materials when appropriate □ □ □
- 1.3 Participates in making referrals, placements, develops and/or implements IEP's and/or 504 Plans □ □ □

Comments:

2.0 MANAGEMENT OF CLASSROOM OR SPECIAL AND TECHNICAL ENVIRONMENT MS NI NO

- 2.1 Implements a comprehensive and balanced program promoting an environment conducive to learning in the educational setting □ □ □
- 2.2 Assumes responsibility for supervision of his/her program by selecting and preparing equipment and/or materials in advance of use time □ □ □
- 2.3 Adheres to the District Instructional Materials selection policy for curriculum & course descriptions □ □ □
- 2.4 Cooperates efficiently and promptly in school procedures and business matters (ie. Field trip paperwork, emergency procedures, etc.) □ □ □

Comments:

3.0 PROFESSIONAL PREPARATION AND SCHOLARSHIP MS NI NO

- 3.1 Participates in professional activities and pursues knowledge of current theories and practices □ □ □
- 3.2 Uses effective and appropriate oral and written language □ □ □
- 3.3 Exhibits appropriate professional practice and behavior □ □ □
- 3.4 Deals with confidential information in an ethical manner □ □ □

Comments:

4.0 EFFORT TOWARD IMPROVEMENT MS NI NO

- 4.1 Demonstrates an awareness of his/her strengths and limitations by efforts to implement professional growth □ □ □
- 4.2 Demonstrates effort toward self-improvement responding positively to supervision and constructive criticism □ □ □

Comments:

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5.0 HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS MS NI NO

- 5.1 Maintains appropriate student conduct that is consistent with and supportive to the educational setting
- 5.2 Establishes and maintains good rapport and clear parameters for students
- 5.3 Creates an environment which provides privacy and protects student and family information

Comments:

6.0 INTEREST IN TEACHING STUDENTS MS NI NO

- 6.1 Demonstrates an understanding and commitment to each pupil, taking into account each individual's unique background and characteristics
- 6.2 Evaluates individual student progress and maintains appropriate records

Comments:

7.0 KNOWLEDGE OF SUBJECT MATTER MS NI NO

- 7.1 Possesses and maintains appropriate academic background in current educational theory and practice as appropriate to classroom instruction or specialization
- 7.2 Consults with staff, school personnel and/or parents concerning the development, coordination, selection of materials, and/or extension of services needed for designing learning experiences

Comments:

8.0 COMMUNICATION MS NI NO

- 8.1 Works to establish and maintain a positive professional and supportive relationship with educational staff, colleagues, parents, and students
- 8.2 Demonstrates the ability and desire to work with students, parents, and staff in offering specialized assistance in identifying those needing specialized programs and/or effectively conveys student academic progress and behavior

Comments:

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Comprehensive Summative Evaluation Form with Comments

REHOBOTH SCHOOL DISTRICT AND COMPREHENSIVE SUMMATIVE TEACHER EVALUATION										
Teacher Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS	
Evaluator Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS	
CRITERIA	TELE 3.04 - INSTRUCTIONAL PRACTICE									
	1. Conducting formative or high consequences for Student Achievement	PS	MS	MS	MS	MS	MS	MS	MS	OVERALL RATING Proficient
	2. Demonstrating effective teaching practices	MS	MS	MS	MS	MS	MS	MS	MS	
	3. Recognizing individual student learning needs and developing strategies to address those needs	MS	MS	MS	MS	MS	MS	MS	MS	
	4. Providing clear and intentional focus on subject matter content and standards	MS	MS	MS	MS	MS	MS	MS	MS	
	5. Facilitating and managing a safe, positive learning environment	MS	MS	MS	MS	MS	MS	MS	MS	
	6. Using multiple student data points to modify instruction and improve student learning	MS	MS	MS	MS	MS	MS	MS	MS	
	7. Communicating and collaborating with parents and the school community	MS	MS	MS	MS	MS	MS	MS	MS	
	8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	MS	MS	MS	MS	MS	MS	MS	MS	
	TELE 3.04 - Subelements Total Score & Rating									
9 of 10 Subelements 13.21 Score All 10 Proficient All 10 Exceeded										
Evaluator Signature & Date	Student Growth Total Score & Rating									
3-03 Low 13.37 Average 10-30 High										
Teacher Signature & Date	OVERALL SUMMATIVE RATING with mean (TELE 3.04) Subelement Rating average of 9.6 "Distinguished" rating tied a "Low" Student Growth Rating									
Signature of evaluator and supervisor, when required										

REHOBOTH SCHOOL DISTRICT AND COMPREHENSIVE SUMMATIVE TEACHER EVALUATION									
Teacher Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS
Evaluator Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS
Teacher Comments (Optional, with additional pages if necessary)									
Teacher Comments (Optional, with additional pages if necessary)									

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Focused Summative Evaluation (Criterion 8 as an example) Form with Comments

Note: Teachers can select from any of the eight evaluative criteria; this is an example of one focused form

REHOBOTH SCHOOL DISTRICT AND FOCUSED SUMMATIVE TEACHER EVALUATION									
Teacher Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS
Evaluator Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS
CRITERIA	TELE 3.04 - INSTRUCTIONAL PRACTICE								
	8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning								
	MS	MS	MS	MS	MS	MS	MS	MS	MS
TELE 3.04 - Subelements Total Score & Rating									
2 of 2 Subelements 13.21 Score All 2 Exceeded									
Evaluator Signature & Date	Student Growth Total Score & Rating								
3-03 Low 13.37 Average 10-30 High									
Teacher Signature & Date	OVERALL SUMMATIVE RATING with mean (TELE 3.04) Subelement Rating average of 9.6 "Distinguished" rating tied a "Low" Student Growth Rating								
Signature of evaluator and supervisor, when required									
Teacher Comments (Optional, with additional pages if necessary)									

REHOBOTH SCHOOL DISTRICT AND FOCUSED SUMMATIVE TEACHER EVALUATION									
Teacher Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS
Evaluator Name:	MS	MS	MS	MS	MS	MS	MS	MS	MS
Teacher Comments (Optional, with additional pages if necessary)									

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Appendix B: Settlement Documents

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1. Final Tentative Agreement for 2018-2021 Contract
2. Salary Schedules for 2018-19, 2019-20, and 2020-21

**Tentative Agreement to Settle All Outstanding Items
RSD/REA Negotiations
Collective Bargaining 2018-2021**

The parties agree to the following:

1. Three (3) year agreement starting September 1, 2018 through August 31, 2021.
2. Salary Schedules are attached. BA+0, Year 0 Base Salaries are as follows:
 - a. 2018-2019: \$47,769
 - b. 2019-2020: \$49,202 (3.0% inclusive of state IPD)
 - c. 2020-2021: \$50,678 (3.0% inclusive of state IPD)
 - d. As of September 1, 2018, no new hires will be placed below Step 5 in the BA+0, BA+10, and BA+30 columns. Staff hired prior to September 1, 2018 will be maintained in the appropriate cell and are eligible for step increases as defined. Itinerants (SLP, OT, PT, and Nurses) are exempt from this limitation.
3. A 1.5% of the base longevity stipend will be added to total compensation beginning with Year 18. This will be reflected in the salary schedules as a separate row.
4. 5 "Time" days in 2018-19 and 6 "Time" days in 2019-20 will be scheduled. This includes a PLC Reboot Day on October 12, 2018. For 2019-20, six times are inclusive of the day before school starts. The other days will be scheduled by the District, or designated to buildings. To address the seventh "Time" day funded by the state in 2020-2021, the parties agree to open the contract between May 1, 2019 and the end of the school year to negotiate that impact.
5. The parties accept the District's last counterproposal for CST's and Deans.
6. Counselor staffing will be addressed as follows:
 - a. 1.0 continuing FTE will be added at each comprehensive high school for the 2019-20 school year.
 - b. The District will post a non-continuing 1.0 counseling position for each comprehensive high school for 2018-19. If the position(s) do not fill prior to September 15, 2018, the District will issue a \$3000 stipend to each high school counselor to cover workload issues for the first semester. Further, the District will re-post non-continuing 1.0 counseling positions for the second semester and repeat the \$3000 stipend per counselor if position(s) still are not filled.
7. Kindergarten and Library Paraeducators will be staffed as follows:
 - a. 4 hours minimum for 2018-19.

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- b. 2 hours minimum for 2019-20 and 2020-21.
- c. *Note: The six elementary schools with School-Wide plans have the option to increase paraeducator allocations beyond this contractual minimum using building processes and categorical funding.*

- 8. Instructional Specialist stipends will be set at \$1500 annually for the term of this contract.
- 9. Per-Diem will follow current contract practices. It will be set on the base salary exclusive of regionalization, time, and longevity stipends. If it is determined that language in the Master Agreement is inconsistent with State law, the parties agree to meet to establish compliance.
- 10. Working committees will be formed to address (1) refreshing the professional communication model in the Master Agreement and (2) student behavior/discipline impacts due to changes in state law. Details will be set at the September 2018 Labor Management meeting.
- 11. The parties agree to open Section 9F of the Master Agreement to address insurance impacts due to the scheduled January 1, 2020 transition to the School Employees Benefit Board (SEBB).
- 12. The District will conduct a climate survey of employees during the 2018-19 school year.
- 13. The parties agree to open Article VII (Instruction) and Article VIII (Special Education) in the Spring of 2019 to negotiate impacts from the Special Education and/or Curriculum Audits.
- 14. TA'd documents from earlier in the bargaining process will be incorporated into the Master Agreement.
- 15. All other proposals are deemed withdrawn.

Signed on August 18, 2018 at 6:00 PM in Richland, Washington

 _____ Ken Hays, REA President

 _____ Tony Howard, RSD EDHR

\$47,769	RSD SALARY SCHEDULE FY 2018-2019 (Approved 8-18-18)						
1.0000	BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
					MA + 0	MA + 45	MA + 90/PhD
Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
Base 0	\$47,769	\$49,059	\$50,396	\$51,734	\$57,270	\$61,569	\$64,340
Time 5D	\$1,327	\$1,363	\$1,400	\$1,437	\$1,591	\$1,710	\$1,787
Region	\$2,388	\$2,453	\$2,520	\$2,587	\$2,864	\$3,078	\$3,217
Total	\$51,484	\$52,874	\$54,316	\$55,758	\$61,725	\$66,358	\$69,344
Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
Base 1	\$48,414	\$49,723	\$51,075	\$52,474	\$57,906	\$62,253	\$65,004
Time 5D	\$1,345	\$1,381	\$1,419	\$1,458	\$1,608	\$1,729	\$1,806
Region	\$2,421	\$2,486	\$2,554	\$2,624	\$2,895	\$3,113	\$3,250
Total	\$52,179	\$53,590	\$55,047	\$56,556	\$62,409	\$67,094	\$70,060
Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
Base 2	\$49,025	\$50,346	\$51,714	\$53,219	\$58,548	\$62,879	\$65,662
Time 5D	\$1,362	\$1,398	\$1,436	\$1,478	\$1,626	\$1,747	\$1,824
Region	\$2,451	\$2,517	\$2,586	\$2,661	\$2,927	\$3,144	\$3,283
Total	\$52,838	\$54,262	\$55,736	\$57,359	\$63,102	\$67,769	\$70,769
Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
Base 3	\$49,656	\$50,989	\$52,372	\$53,927	\$59,156	\$63,475	\$66,327
Time 5D	\$1,379	\$1,416	\$1,455	\$1,498	\$1,643	\$1,763	\$1,842
Region	\$2,483	\$2,549	\$2,619	\$2,696	\$2,958	\$3,174	\$3,316
Total	\$53,520	\$54,955	\$56,445	\$58,121	\$63,757	\$68,412	\$71,485
Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
Base 4	\$50,275	\$51,667	\$53,059	\$54,666	\$59,793	\$64,141	\$67,013
Time 5D	\$1,397	\$1,435	\$1,474	\$1,519	\$1,661	\$1,782	\$1,861
Region	\$2,514	\$2,583	\$2,653	\$2,733	\$2,990	\$3,207	\$3,351
Total	\$54,185	\$55,685	\$57,185	\$58,918	\$64,444	\$69,130	\$72,226
Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
Base 5	\$50,915	\$52,313	\$53,718	\$55,415	\$60,441	\$64,774	\$67,701
Time 5D	\$1,414	\$1,453	\$1,492	\$1,539	\$1,679	\$1,799	\$1,881
Region	\$2,546	\$2,616	\$2,686	\$2,771	\$3,022	\$3,239	\$3,385
Total	\$54,875	\$56,382	\$57,896	\$59,726	\$65,142	\$69,812	\$72,967
Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
Base 6	\$51,571	\$52,939	\$54,393	\$56,175	\$61,104	\$65,416	\$68,358
Time 5D	\$1,433	\$1,471	\$1,511	\$1,560	\$1,697	\$1,817	\$1,899
Region	\$2,579	\$2,647	\$2,720	\$2,809	\$3,055	\$3,271	\$3,418
Total	\$55,582	\$57,057	\$58,623	\$60,545	\$65,856	\$70,504	\$73,675
Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
Base 7	\$52,728	\$54,115	\$55,587	\$57,466	\$62,347	\$66,720	\$69,747
Time 5D	\$1,465	\$1,503	\$1,544	\$1,596	\$1,732	\$1,853	\$1,937
Region	\$2,636	\$2,706	\$2,779	\$2,873	\$3,117	\$3,336	\$3,487
Total	\$56,829	\$58,324	\$59,910	\$61,936	\$67,196	\$71,910	\$75,172
Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
Base 8	\$54,417	\$55,882	\$57,389	\$59,423	\$64,302	\$68,737	\$71,886
Time 5D	\$1,512	\$1,552	\$1,594	\$1,651	\$1,786	\$1,909	\$1,997
Region	\$2,721	\$2,794	\$2,869	\$2,971	\$3,215	\$3,437	\$3,594
Total	\$58,650	\$60,229	\$61,853	\$64,045	\$69,303	\$74,084	\$77,477

\$47,769	RSD SALARY SCHEDULE FY 2018-2019 (Approved 8-18-18)						
1.0000	BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
					MA + 0	MA + 45	MA + 90/PhD
Mix Factor		1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
Base 9		\$57,711	\$59,294	\$61,401	\$66,278	\$70,818	\$74,062
Time 5D		\$1,603	\$1,647	\$1,706	\$1,841	\$1,967	\$2,057
Region		\$2,886	\$2,965	\$3,070	\$3,314	\$3,541	\$3,703
Total		\$62,200	\$63,905	\$66,176	\$71,433	\$76,326	\$79,823
Mix Factor			1.2816	1.3289	1.4310	1.5273	1.5974
Base 10			\$61,220	\$63,481	\$68,359	\$72,960	\$76,308
Time 5D			\$1,701	\$1,763	\$1,899	\$2,027	\$2,120
Region			\$3,061	\$3,174	\$3,418	\$3,648	\$3,815
Total			\$65,982	\$68,418	\$73,676	\$78,634	\$82,243
Mix Factor				1.3737	1.4758	1.5742	1.6457
Base 11				\$65,620	\$70,499	\$75,199	\$78,615
Time 5D				\$1,823	\$1,958	\$2,089	\$2,184
Region				\$3,281	\$3,525	\$3,760	\$3,931
Total				\$70,724	\$75,982	\$81,048	\$84,730
Mix Factor				1.4171	1.5224	1.6224	1.6961
Base 12				\$67,692	\$72,724	\$77,498	\$81,019
Time 5D				\$1,880	\$2,020	\$2,153	\$2,251
Region				\$3,385	\$3,636	\$3,875	\$4,051
Total				\$72,957	\$78,380	\$83,526	\$87,321
Mix Factor					1.5706	1.6717	1.7476
Base 13					\$75,026	\$79,855	\$83,480
Time 5D					\$2,084	\$2,218	\$2,319
Region					\$3,751	\$3,993	\$4,174
Total					\$80,862	\$86,066	\$89,973
Mix Factor					1.6202	1.7245	1.8010
Base 14					\$77,396	\$82,378	\$86,034
Time 5D					\$2,150	\$2,288	\$2,390
Region					\$3,870	\$4,119	\$4,302
Total					\$83,416	\$88,786	\$92,726
Mix Factor					1.6623	1.7693	1.8479
Base 15					\$79,408	\$84,520	\$88,271
Time 5D					\$2,206	\$2,348	\$2,452
Region					\$3,970	\$4,226	\$4,414
Total					\$85,584	\$91,093	\$95,136
Mix Factor					1.6956	1.8047	1.8848
Base 16-17					\$80,996	\$86,209	\$90,037
Time 5D					\$2,250	\$2,395	\$2,501
Region					\$4,050	\$4,310	\$4,502
Total					\$87,295	\$92,915	\$97,039
Mix Factor					1.6956	1.8047	1.8848
Base 18+					\$80,996	\$86,209	\$90,037
Time 5D					\$2,250	\$2,395	\$2,501
Region					\$4,050	\$4,310	\$4,502
Longevity					\$1,215	\$1,293	\$1,351
Total					\$88,510	\$94,208	\$98,390

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6	\$49,202	RSD SALARY SCHEDULE FY 2019-2020 (Approved 8-18-18)						
	1.0000	BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
						MA + 0	MA + 45	MA + 90/PhD
Year 0	Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
	Base 0	\$49,202	\$50,531	\$51,908	\$53,286	\$58,988	\$63,417	\$66,270
	Time 6D	\$1,640	\$1,684	\$1,730	\$1,776	\$1,966	\$2,114	\$2,209
	Region	\$2,460	\$2,527	\$2,595	\$2,664	\$2,949	\$3,171	\$3,314
	Total	\$53,302	\$54,741	\$56,234	\$57,726	\$63,904	\$68,701	\$71,793
Year 1	Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
	Base 1	\$49,866	\$51,214	\$52,607	\$54,048	\$59,643	\$64,120	\$66,954
	Time 6D	\$1,662	\$1,707	\$1,754	\$1,802	\$1,988	\$2,137	\$2,232
	Region	\$2,493	\$2,561	\$2,630	\$2,702	\$2,982	\$3,206	\$3,348
	Total	\$54,022	\$55,482	\$56,991	\$58,553	\$64,613	\$69,463	\$72,534
Year 2	Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
	Base 2	\$50,495	\$51,856	\$53,265	\$54,816	\$60,305	\$64,765	\$67,632
	Time 6D	\$1,683	\$1,729	\$1,776	\$1,827	\$2,010	\$2,159	\$2,254
	Region	\$2,525	\$2,593	\$2,663	\$2,741	\$3,015	\$3,238	\$3,382
	Total	\$54,703	\$56,177	\$57,704	\$59,384	\$65,330	\$70,162	\$73,268
Year 3	Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
	Base 3	\$51,146	\$52,519	\$53,943	\$55,545	\$60,931	\$65,380	\$68,317
	Time 6D	\$1,705	\$1,751	\$1,798	\$1,851	\$2,031	\$2,179	\$2,277
	Region	\$2,557	\$2,626	\$2,697	\$2,777	\$3,047	\$3,269	\$3,416
	Total	\$55,409	\$56,896	\$58,438	\$60,174	\$66,009	\$70,828	\$74,010
Year 4	Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
	Base 4	\$51,783	\$53,217	\$54,650	\$56,306	\$61,587	\$66,065	\$69,024
	Time 6D	\$1,726	\$1,774	\$1,822	\$1,877	\$2,053	\$2,202	\$2,301
	Region	\$2,589	\$2,661	\$2,733	\$2,815	\$3,079	\$3,303	\$3,451
	Total	\$56,099	\$57,652	\$59,204	\$60,998	\$66,719	\$71,571	\$74,776
Year 5	Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
	Base 5	\$52,442	\$53,882	\$55,329	\$57,078	\$62,254	\$66,717	\$69,732
	Time 6D	\$1,748	\$1,796	\$1,844	\$1,903	\$2,075	\$2,224	\$2,324
	Region	\$2,622	\$2,694	\$2,766	\$2,854	\$3,113	\$3,336	\$3,487
	Total	\$56,812	\$58,373	\$59,940	\$61,834	\$67,442	\$72,277	\$75,543
Year 6	Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
	Base 6	\$53,118	\$54,528	\$56,024	\$57,861	\$62,937	\$67,379	\$70,409
	Time 6D	\$1,771	\$1,818	\$1,867	\$1,929	\$2,098	\$2,246	\$2,347
	Region	\$2,656	\$2,726	\$2,801	\$2,893	\$3,147	\$3,369	\$3,520
	Total	\$57,545	\$59,072	\$60,693	\$62,682	\$68,182	\$72,994	\$76,276
Year 7	Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
	Base 7	\$54,309	\$55,739	\$57,254	\$59,190	\$64,217	\$68,722	\$71,840
	Time 6D	\$1,810	\$1,858	\$1,908	\$1,973	\$2,141	\$2,291	\$2,395
	Region	\$2,715	\$2,787	\$2,863	\$2,960	\$3,211	\$3,436	\$3,592
	Total	\$58,835	\$60,384	\$62,026	\$64,123	\$69,568	\$74,449	\$77,826
Year 8	Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
	Base 8	\$56,050	\$57,559	\$59,111	\$61,206	\$66,231	\$70,799	\$74,042
	Time 6D	\$1,868	\$1,919	\$1,970	\$2,040	\$2,208	\$2,360	\$2,468
	Region	\$2,803	\$2,878	\$2,956	\$3,060	\$3,312	\$3,540	\$3,702
	Total	\$60,721	\$62,355	\$64,037	\$66,306	\$71,750	\$76,699	\$80,212

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6		RSD SALARY SCHEDULE FY 2019-2020 (Approved 8-18-18)						
\$49,202		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
1.0000						MA + 0	MA + 45	MA + 90/PhD
Year 9	Mix Factor		1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
	Base 9		\$59,442	\$61,072	\$63,243	\$68,267	\$72,943	\$76,284
	Time 6D		\$1,981	\$2,036	\$2,108	\$2,276	\$2,431	\$2,543
	Region		\$2,972	\$3,054	\$3,162	\$3,413	\$3,647	\$3,814
	Total		\$64,396	\$66,162	\$68,513	\$73,956	\$79,021	\$82,641
Year 10	Mix Factor			1.2816	1.3289	1.4310	1.5273	1.5974
	Base 10			\$63,057	\$65,385	\$70,410	\$75,148	\$78,597
	Time 6D			\$2,102	\$2,179	\$2,347	\$2,505	\$2,620
	Region			\$3,153	\$3,269	\$3,521	\$3,757	\$3,930
	Total			\$68,312	\$70,834	\$76,278	\$81,411	\$85,147
Year 11	Mix Factor				1.3737	1.4758	1.5742	1.6457
	Base 11				\$67,589	\$72,614	\$77,455	\$80,974
	Time 6D				\$2,253	\$2,420	\$2,582	\$2,699
	Region				\$3,379	\$3,631	\$3,873	\$4,049
	Total				\$73,221	\$78,665	\$83,909	\$87,722
Year 12	Mix Factor				1.4171	1.5224	1.6224	1.6961
	Base 12				\$69,723	\$74,906	\$79,823	\$83,450
	Time 6D				\$2,324	\$2,497	\$2,661	\$2,782
	Region				\$3,486	\$3,745	\$3,991	\$4,172
	Total				\$75,533	\$81,148	\$86,475	\$90,404
Year 13	Mix Factor					1.5706	1.6717	1.7476
	Base 13					\$77,277	\$82,251	\$85,984
	Time 6D					\$2,576	\$2,742	\$2,866
	Region					\$3,864	\$4,113	\$4,299
	Total					\$83,717	\$89,105	\$93,149
Year 14	Mix Factor					1.6202	1.7245	1.8010
	Base 14					\$79,718	\$84,850	\$88,615
	Time 6D					\$2,657	\$2,828	\$2,954
	Region					\$3,986	\$4,242	\$4,431
	Total					\$86,361	\$91,920	\$96,000
Year 15	Mix Factor					1.6623	1.7693	1.8479
	Base 15					\$81,790	\$87,055	\$90,919
	Time 6D					\$2,726	\$2,902	\$2,526
	Region					\$4,090	\$4,353	\$4,546
	Total					\$88,606	\$94,310	\$97,990
Year 16-17	Mix Factor					1.6956	1.8047	1.8848
	Base 16-17					\$83,426	\$88,796	\$92,738
	Time 6D					\$2,781	\$2,960	\$3,091
	Region					\$4,171	\$4,440	\$4,637
	Total					\$90,378	\$96,195	\$100,466
Year 18+	Mix Factor					1.6956	1.8047	1.8848
	Base 18+					\$83,426	\$88,796	\$92,738
	Time 6D					\$2,781	\$2,960	\$3,091
	Region					\$4,171	\$4,440	\$4,637
	Longevity					\$1,251	\$1,332	\$1,391
	Total					\$91,629	\$97,527	\$101,857

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7	\$50,678	RSD SALARY SCHEDULE FY 2020-2021 (APPROVED 8-18-18)						
	1.0000	BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
						MA + 0	MA + 45	MA + 90/PhD
Year 0	Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
	Base 0	\$50,678	\$52,046	\$53,465	\$54,884	\$60,758	\$65,319	\$68,258
	Time 7D	\$1,971	\$2,024	\$2,079	\$2,134	\$2,363	\$2,540	\$2,654
	Region	\$2,534	\$2,602	\$2,673	\$2,744	\$3,038	\$3,266	\$3,413
	Total	\$55,183	\$56,673	\$58,218	\$59,763	\$66,159	\$71,125	\$74,326
Year 1	Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
	Base 1	\$51,362	\$52,751	\$54,185	\$55,670	\$61,432	\$66,044	\$68,963
	Time 7D	\$1,997	\$2,051	\$2,107	\$2,165	\$2,389	\$2,568	\$2,682
	Region	\$2,568	\$2,638	\$2,709	\$2,783	\$3,072	\$3,302	\$3,448
	Total	\$55,928	\$57,440	\$59,001	\$60,618	\$66,893	\$71,914	\$75,093
Year 2	Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
	Base 2	\$52,010	\$53,412	\$54,863	\$56,460	\$62,114	\$66,708	\$69,661
	Time 7D	\$2,023	\$2,077	\$2,134	\$2,196	\$2,416	\$2,594	\$2,709
	Region	\$2,601	\$2,671	\$2,743	\$2,823	\$3,106	\$3,335	\$3,483
	Total	\$56,633	\$58,159	\$59,740	\$61,479	\$67,635	\$72,638	\$75,853
Year 3	Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
	Base 3	\$52,680	\$54,094	\$55,561	\$57,211	\$62,759	\$67,341	\$70,366
	Time 7D	\$2,049	\$2,104	\$2,161	\$2,225	\$2,441	\$2,619	\$2,736
	Region	\$2,634	\$2,705	\$2,778	\$2,861	\$3,138	\$3,367	\$3,518
	Total	\$57,364	\$58,903	\$60,500	\$62,297	\$68,337	\$73,327	\$76,621
Year 4	Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
	Base 4	\$53,337	\$54,813	\$56,290	\$57,995	\$63,435	\$68,047	\$71,094
	Time 7D	\$2,074	\$2,132	\$2,189	\$2,255	\$2,467	\$2,646	\$2,765
	Region	\$2,667	\$2,741	\$2,814	\$2,900	\$3,172	\$3,402	\$3,555
	Total	\$58,078	\$59,686	\$61,293	\$63,150	\$69,073	\$74,096	\$77,414
Year 5	Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
	Base 5	\$54,015	\$55,499	\$56,989	\$58,790	\$64,122	\$68,719	\$71,824
	Time 7D	\$2,101	\$2,158	\$2,216	\$2,286	\$2,494	\$2,672	\$2,793
	Region	\$2,701	\$2,775	\$2,849	\$2,940	\$3,206	\$3,436	\$3,591
	Total	\$58,817	\$60,432	\$62,055	\$64,016	\$69,821	\$74,827	\$78,209
Year 6	Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
	Base 6	\$54,712	\$56,163	\$57,705	\$59,596	\$64,825	\$69,400	\$72,521
	Time 7D	\$2,128	\$2,184	\$2,244	\$2,318	\$2,521	\$2,699	\$2,820
	Region	\$2,736	\$2,808	\$2,885	\$2,980	\$3,241	\$3,470	\$3,626
	Total	\$59,575	\$61,156	\$62,834	\$64,894	\$70,587	\$75,569	\$78,967
Year 7	Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
	Base 7	\$55,939	\$57,411	\$58,972	\$60,966	\$66,143	\$70,784	\$73,995
	Time 7D	\$2,175	\$2,233	\$2,293	\$2,371	\$2,572	\$2,753	\$2,878
	Region	\$2,797	\$2,871	\$2,949	\$3,048	\$3,307	\$3,539	\$3,700
	Total	\$60,911	\$62,514	\$64,214	\$66,385	\$72,023	\$77,075	\$80,572
Year 8	Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
	Base 8	\$57,731	\$59,286	\$60,884	\$63,042	\$68,218	\$72,923	\$76,263
	Time 7D	\$2,245	\$2,306	\$2,368	\$2,452	\$2,653	\$2,836	\$2,966
	Region	\$2,887	\$2,964	\$3,044	\$3,152	\$3,411	\$3,646	\$3,813
	Total	\$62,863	\$64,555	\$66,296	\$68,646	\$74,282	\$79,405	\$83,042

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7	\$50,678	RSD SALARY SCHEDULE FY 2020-2021 (APPROVED 8-18-18)						
	1.0000	BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
						MA + 0	MA + 45	MA + 90/PhD
Year 9	Mix Factor		1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
	Base 9		\$61,226	\$62,905	\$65,140	\$70,315	\$75,131	\$78,572
	Time 7D		\$2,381	\$2,446	\$2,533	\$2,734	\$2,922	\$3,056
	Region		\$3,061	\$3,145	\$3,257	\$3,516	\$3,757	\$3,929
	Total		\$66,668	\$68,496	\$70,930	\$76,565	\$81,809	\$85,557
Year 10	Mix Factor			1.2816	1.3289	1.4310	1.5273	1.5974
	Base 10			\$64,949	\$67,346	\$72,522	\$77,403	\$80,955
	Time 7D			\$2,526	\$2,619	\$2,820	\$3,010	\$3,148
	Region			\$3,247	\$3,367	\$3,626	\$3,870	\$4,048
	Total			\$70,722	\$73,333	\$78,969	\$84,283	\$88,151
Year 11	Mix Factor				1.3737	1.4758	1.5742	1.6457
	Base 11				\$69,617	\$74,792	\$79,778	\$83,403
	Time 7D				\$2,707	\$2,909	\$3,102	\$3,243
	Region				\$3,481	\$3,740	\$3,989	\$4,170
	Total				\$75,805	\$81,441	\$86,870	\$90,816
Year 12	Mix Factor				1.4171	1.5224	1.6224	1.6961
	Base 12				\$71,815	\$77,153	\$82,218	\$85,953
	Time 7D				\$2,793	\$3,000	\$3,197	\$3,343
	Region				\$3,591	\$3,858	\$4,111	\$4,298
	Total				\$78,198	\$84,011	\$89,526	\$93,594
Year 13	Mix Factor					1.5706	1.6717	1.7476
	Base 13					\$79,595	\$84,718	\$88,563
	Time 7D					\$3,095	\$3,295	\$3,444
	Region					\$3,980	\$4,236	\$4,428
	Total					\$86,670	\$92,249	\$96,436
Year 14	Mix Factor					1.6202	1.7245	1.8010
	Base 14					\$82,110	\$87,395	\$91,274
	Time 7D					\$3,193	\$3,399	\$3,550
	Region					\$4,105	\$4,370	\$4,564
	Total					\$89,408	\$95,164	\$99,387
Year 15	Mix Factor					1.6623	1.7693	1.8479
	Base 15					\$84,244	\$89,667	\$93,646
	Time 7D					\$3,276	\$3,487	\$2,601
	Region					\$4,212	\$4,483	\$4,682
	Total					\$91,732	\$97,637	\$100,930
Year 16-17	Mix Factor					1.6956	1.8047	1.8848
	Base 16-17					\$85,928	\$91,459	\$95,520
	Time 7D					\$3,342	\$3,557	\$3,715
	Region					\$4,296	\$4,573	\$4,776
	Total					\$93,566	\$99,589	\$104,010
Year 18+	Mix Factor					1.6956	1.8047	1.8848
	Base 18+					\$85,928	\$91,459	\$95,520
	Time 7D					\$3,342	\$3,557	\$3,715
	Region					\$4,296	\$4,573	\$4,776
	Longevity					\$1,289	\$1,372	\$1,433
	Total					\$94,855	\$100,961	\$105,443

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Appendix C

1. TIME Agreement Verification Form
2. Teacher-Principal Conflict Resolution
3. Grievance Form A
4. Grievance Form B

RICHLAND SCHOOL DISTRICT NO. 400

TIME VERIFICATION FORM:

[ARTICLE IX, Section 9A]

DIRECTIONS: FILL OUT AND RETURN TO YOUR EVALUATING SUPERVISOR

Time Portion of Supplemental Contract:

Pay for additional time beyond the base contract and normal workday will be granted. Part time employees will receive the full payment for each day regardless of FTE except in the case of shared contracts/job-shares. Supplemental work days will be scheduled for attendance at building or district directed in-service/staff development activities tied to the School Improvement Plan.

I verify I was in attendance at the following mandatory supplemental work days or an alternate in-service activity approved by my evaluating supervisor

Note: Do not check a supplemental work day if you were on a leave.

<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
<u>Day 1</u>	<u>Day 1</u>	<u>Day 1</u>
<u>Day 2</u>	<u>Day 2</u>	<u>Day 2</u>
<u>Day 3</u>	<u>Day 3</u>	<u>Day 3</u>
<u>Day 4</u>	<u>Day 4</u>	<u>Day 4</u>
<u>Day before school starts</u>	<u>Day 5</u>	<u>Day 5</u>
	<u>Day before school starts</u>	<u>Day 6</u>
		<u>Day before school starts.</u>

I, _____, verify that I have fulfilled the conditions of the
(Please print your name)

TIME Supplemental contract signed for the _____ school year for additional time, activities and responsibilities in accordance with the Collective Bargaining Agreement between the Richland School District and the Richland Education Association. This additional pay is for time, responsibilities or activities in addition to other activities that occurred outside the regular contract day for which I have already received compensation.

Employee's Signature

Employee Serial #

Date

Evaluating Supervisor Signature

Date

Superintendent or Designee's Signature

Date

Original – Payroll

Copy – Employee

**Teacher(s)--Principal Conflict
Resolution Procedures**

Intent: *The intent of the Flow Chart and attached Procedures is to provide a process that will assist Teachers and Principals in their efforts to resolve conflicts and disputes at the lowest level possible, i.e. at the building. Most problems and issues can be dealt with and resolved by those individuals with the most at stake without involving the leadership at the District or REA level. It is not intended for all disputes to follow this process and District/REA Leadership can be requested at any time the parties believe that it would be impossible for them to resolve the dispute without additional assistance.*

Step 1: Teacher(s) and/or Principal identify an issue or area of concern.

Step 2: Teacher(s) and Principal meet to attempt to resolve the issue. Both sides need to clearly identify the area(s) of concern; individuals or group impacted and determine if issue can be resolved within this context.

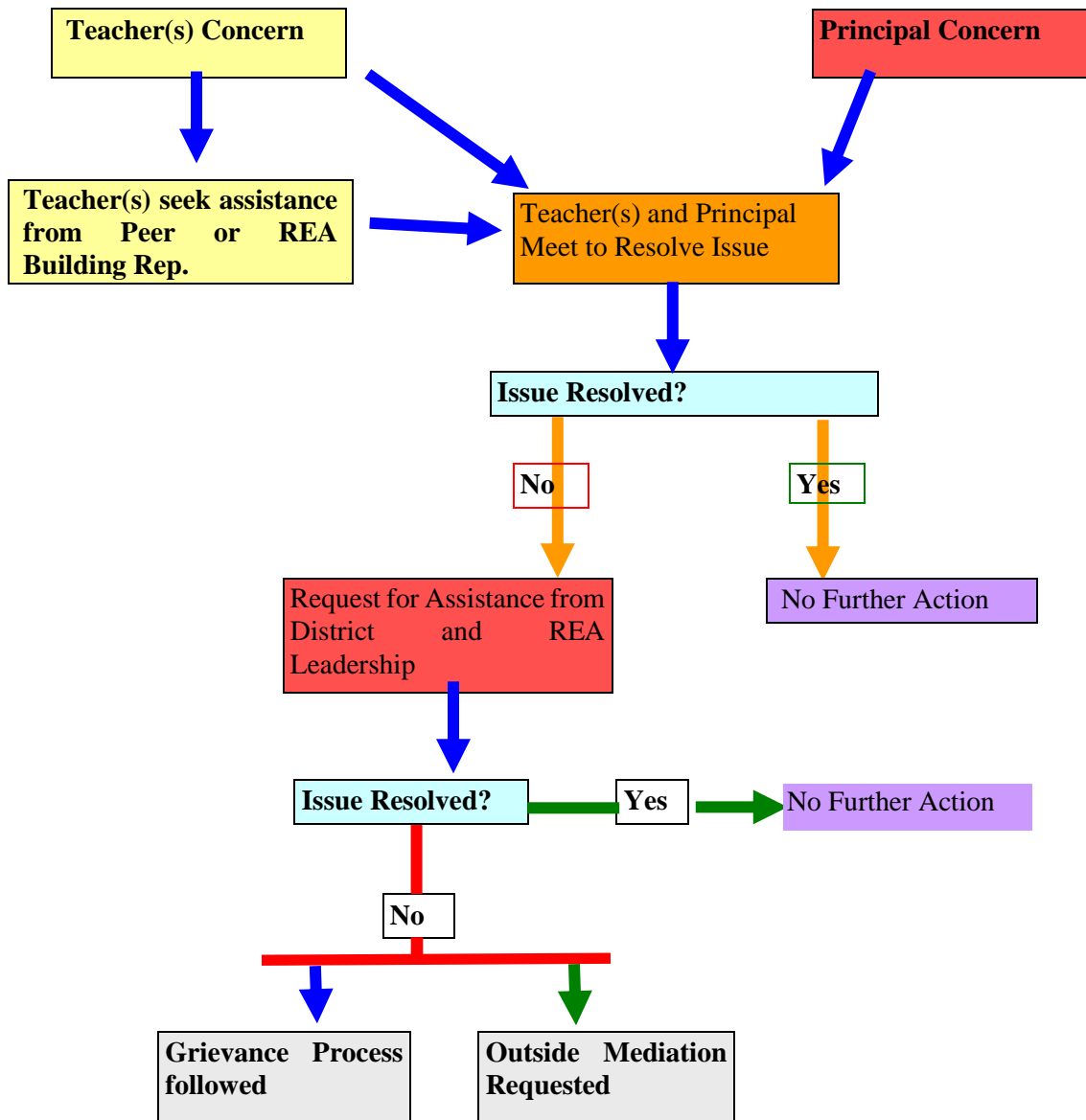
Or

Teacher(s) seek assistance from a Peer or REA Building Representative. Teacher(s) would take this step initially if they were uncomfortable, for whatever reason, meeting with the Principal without representation or support. Peer could be a “buddy” at their building or within the bargaining unit. Peer and/or Building Rep. could be asked to speak for the teacher(s) or provide emotional support at any meeting with the Principal.

Step 3: *Issue Resolved?*
If Yes, No further action would be needed.
If No, Request Assistance from District and/or REA Leadership.
District leaders would be Deputy Superintendent, Executive Director of HR and Executive Director of Student Services and three (3) REA leaders appointed by REA.

Step 4: *Issue Resolved?*
If Yes, No further action would be needed.
If No, move to the Grievance Process outlined in the parties Collective Bargaining Agreement or request Outside Mediation.

**Teacher(s) – Principal Conflict Resolution
Flow Chart**



Grievance Form A

Notice of Grievance: _____ Level **1** **2** **3**

Grievant: _____

Date of Formal Presentation: _____

Affected Employee(s): _____

Home Address: _____

Telephone: Home: _____ Best Time to call: _____

E-Mail: _____ other than school if available

Name or School: _____

School Phone: _____ Best Time to call: _____

Affected Supervisor: _____ Subject Area/Grade Level: _____

Association Representative(s): _____

Statement of Grievance

_____ Contract of Grievance

_____ Board Policy Grievance

Date Grievance Occurred: _____

Board Policy'(s), Rule(s), Regulation(s), or Article and Section of Contract Allegedly Violated: _____

Events Precipitating the Alleged Misinterpretation or Misapplication or Board Policy, Rule, Regulation, or Article and Section or Contract:

Specific Remedy Sought: _____

Signature of Grievant: _____

- Distribution:
 - Grievant
 - Affected Supervisor
 - REA Association President and/or designee
 - Superintendent and/or designee

Grievance Form B

Notice of Grievance: _____ Level 1 2 3

Grievant: _____

Date of Formal Presentation: _____

School: _____

Decision of Affected Supervisor and Reasons Therefore: _____

Date of Decision: _____

Signature of Affected Supervisor

Date of Response

Signature of Grievant

Date

- Distribution:
 - Grievant
 - Affected Supervisor
 - REA Association President and/or designee
 - Superintendent and/or designee

Richland School District 2018 - 2019

August - 2018						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September - 2018						
Su	M	Tu	W	Th	F	St
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October - 2018						
Su	M	Tu	W	Th	F	St
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November - 2018						
Su	M	Tu	W	Th	F	St
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December - 2018						
Su	M	Tu	W	Th	F	St
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January - 2019						
Su	M	Tu	W	Th	F	St
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

First/Last Day	Conferences 6-12	No School
Holiday	Conferences K-5	Early Release

8/28/18 First Day of School
 9/03/18 Labor Day No School
 10/12/18 Fall Professional Day (No School)
 10/26/18 End of 1st Quarter (43)
 11/7/18 Middle School Conferences
 11/8/18 High School Conferences
 (Conferences will be held in the evening. Students will attend school on conference days.)
 11/9/18 Early Release (11:00 a.m.) Grades 6-12 only
 11/12/18 Veteran's Day No School (Observed)
 11/19 - 11/21/18 Elementary (K-5) Conferences
 No School for Grades K-5 ONLY
 11/21/18 End of 1st Trimester (60)
 11/21/18 Early Release (11:00 a.m.) Grades 6-12
 11/22/18 Thanksgiving
 11/23/18 Day After Thanksgiving
 12/24/18 - 1/4/19 Winter Break
 1/18/19 End of 1st Semester (90)
 1/21/19 MLK Day No School
 1/22/19 Semester Day - No School
 2/18/19 President's Day No School
 2/20/19 Middle School Conferences
 2/21/19 High School Conferences
 (Conferences will be held in the evening. Students will attend school on these days.)
 2/22/19 Early Release (11 a.m.) Grades 6-12 only
 3/08/19 End of 2nd Trimester ()
 3/8/19 Spring Professional Day (No School)
 3/13/19 Early Release (12:30 p.m.) for GRADES K-5 ONLY
 3/13-3/15/19 Elementary (K-5) Conferences
 3/14 & 3/15/19 No School for Grades K-5 ONLY
 3/29/19 End of 3rd Quarter (47)
 4/1/19 - 4/5/19 Spring Break
 5/24/19 No School or Snow Make-up Day
 5/27/19 Memorial Day No School
 6/7/19 High School Graduations
 (HHS/REHS/RHS/TRHL)
 6/11/19 Last Day of School - Early Release Grades 6-8 11:00 a.m. / K-5 12:30 p.m.
 7/4/17 Independence Day

There will be an early release every Friday for all students. Elementary students will be dismissed at 2:15 pm. Secondary students will be dismissed at 1:25/1:30 pm

Snow/Weather Makeup Days
 #1 - Friday, May 24, 2019
 #2 - Wednesday, June 12, 2019
 #3 - Thursday, June 13, 2019

February - 2019						
Su	M	Tu	W	Th	F	St
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March - 2019						
Su	M	Tu	W	Th	F	St
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April - 2019						
Su	M	Tu	W	Th	F	St
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May - 2019						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June - 2019						
Su	M	Tu	W	Th	F	St
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July - 2019						
Su	M	Tu	W	Th	F	St
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

CONFERENCES PROTOCOL

ELEMENTARY

1. Buildings select five (5) of the following blocks to total 2.5 days of conferencing:
 - a. Day One
 - i. Morning 8:15 – 12:00
 - ii. Afternoon 12:00 – 3:45
 - iii. Evening 3:45 – 7:30
 - b. Day Two
 - i. Morning 8:15 – 12:00
 - ii. Afternoon 12:00 – 3:45
 - iii. Evening 3:45 – 7:30
 - c. Day Three
 - i. Morning 8:15 – 12:00
2. One block must be an evening block.
3. Teachers schedule their own breaks and preps.
4. Discuss Thanksgiving (M/T/W of Thanksgiving week doesn't give workday relief)

SECONDARY

1. The evening conference session will last three and a half (3.5) hours, from 4:00 – 7:30.
2. The Middle Schools will hold parent/guardian conferences on a Wednesday, and the High Schools will hold parent/guardian conferences on a Thursday, to allow parents/guardians with students at both levels the ability to participate.
3. The Friday of conference week will be an early release for students in grades 6-12.
4. Employees are able to leave work three and a half (3.5) hours early on the Friday of conferences to compensate for the evening session.
5. The model of conferences (arena, scheduled, or something else) is at the discretion of the individual building to determine. Once the building sets the model, it is expected that all teachers participate in the evening conference session.