

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

RITZVILLE BOARD OF DIRECTORS

AND THE

RITZVILLE EDUCATION ASSOCIATION

September 1, 2019 – August 31, 2021

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PREAMBLE

In order to implement the provisions of RCW 41.59, the Educational Employment Relations Act; to set forth prescribed rights of the educational employees of the School District, encourage and increase effective and harmonious working relationships between the Ritzville School District No. 160-67 Board of Education (referred to as the “Board”), and its educational employees represented by the Ritzville Education Association, an affiliate of the Washington Education Association and the National Education Association (referred to as the “Association”), and to enable the professional employees more fully to participate in and contribute to development of policies dealing with wages, hours, and terms and conditions of employment, so that the cause of education may best be served in the Ritzville School District No. 160-67, this agreement is made and entered into by and between the Board and the Association.

DEFINITIONS

A. The following definition of parties will be recognized throughout this Agreement:

1. **Association** shall mean the Ritzville Education Association.
2. **District/Board** shall mean the Ritzville School District.
3. **Parties** shall mean the District and the Association as co-signers of the Agreement.
4. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
5. **Day** shall mean school day, except during summer when it shall mean calendar day, unless calendar days are noted.
6. **Seniority** is defined as the length of pre-12 regular certificated contract service within the District or any other district in the state of Washington. Less than a full year working experience shall be computed as the actual number of days employed by a district as a full-time employee or as a long-term substitute. Seniority for those who work less than full time will be prorated according to the percent of the full-time contract that was worked.
7. **Employee** when used hereinafter shall mean a member of the bargaining unit.
8. **Superintendent** shall mean the chief administrator of the District.
9. **President** shall mean the presiding officer of the Association.
10. **Contract** shall mean the individual contract issued to each employee.

ARTICLE I - ADMINISTRATION

Section 1 - Recognition

The District recognizes the Association as the exclusive bargaining representative for all regular and regular part-time non-supervisory certificated employees of the District, hereinafter referred to as employees. Such representation shall exclude the Superintendent, principals, assistant principals, other supervisory employees as defined in RCW 41.59., confidential employees and substitutes (except as defined below).

Long-Term Substitutes:

A long-term substitute is a person who is temporarily employed but works more than twenty (20) consecutive days in one assignment. Upon completion of twenty (20) consecutive days in one assignment, the person shall be considered a long-term substitute and an employee within the bargaining unit upon the twenty-first (21) consecutive day of employment and shall then be paid at the daily rate of a teacher placed upon the salary schedule at the 00-01 step. Placement on the basic salary schedule will be retroactive to the first day of continuous service. The employee shall also receive one (1) day of sick leave for each month worked. Said sick leave shall be accumulated and carried from year to year.

Thirty (30) Day Substitute:

A thirty (30) day substitute is a person who has been employed as a casual substitute for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year and who continues to be available as a substitute teacher. Thirty (30) day substitutes shall be paid \$130 per day for a full day and \$65 per day for a half day rate for part time beginning with the thirty-first (31st) day of service. Once thirty days has been reached, the Casual substitute will become a Thirty Day substitute and they will remain a Thirty Day substitute as long as they continue to be available as a substitute teacher for the District.

When the Casual Substitute pay rate increases, the Thirty (30) Day Substitute pay rate increases the same amount.

Casual Substitute:

A Casual substitute is any substitute who typically works less than thirty (30) days in a twelve- month period and shall be paid \$110 per day for a full day and \$55 for a half day rate for part-time service.

Substitutes shall not be covered by any of the other terms and provisions of the agreement.

The District will not negotiate with or recognize any employee organization other than the Association as representing the employees referenced above, unless such organization has been legally certified as the exclusive bargaining representative as provided for by law.

Section 2 - Conformity to Law

If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by any tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force for the term of the Agreement.

Section 3 - Status of the Agreement

- A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.
- B. This Agreement shall supersede any rules, regulations, policies or resolutions of the District which are contrary to its terms.

Section 4 - Contract Compliance

Any individual employment contracts issued to bargaining unit employees shall be subject to and consistent with the terms of this Agreement.

Section 5 - Distribution of Agreement

The parties shall review the final preprinting copy of this Agreement. Following the ratification and signing of this Agreement, the Association shall

print this Agreement. The cost of printing the Agreement shall be split evenly between the parties. The Association shall distribute to all employees, copies of this Agreement. Ten (10) additional copies each shall be provided to the Association and the District. Copies of this Agreement shall be available to all applicants for teaching positions, upon their request.

Section 6 – Agreement Administration

Upon request by either party, the Association officers and District Superintendent or designee shall meet to discuss matters relating to interpretation or compliance with its Collective Bargaining Agreement. When a request is made, the meeting shall be held within ten (10) days.

ARTICLE II - BUSINESS

Section 1 - Dues Deduction and Agency Shop

A. Deduction of Dues

Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the President of the Association and shall transmit the monthly dues to the Washington Education Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office. As stated on the Membership form, membership may be revoked in writing to Washington Education Association.

It is understood and agreed that this dues deduction system is for the collection of dues only.

B. District Held Harmless

The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken by the District under the provisions as authorized in this Section.

Section 2 - Association Rights

A. The Association shall have, in addition to other rights expressly set forth or provided by ` statute, the following rights:

1. The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials at each work site. The Association shall have the right to use intra-district mail service, e-mail, internet access, and staff mailboxes for communication purposes with its members.
2. The Association shall have the right to use school facilities for meetings outside the school day, and school equipment when not otherwise in use, and shall have priority over non-school organizations, including government, non-profit, and community organizations, in scheduling. The Association shall pay for the cost of all materials and supplies put to

such use and shall be responsible for proper operation of all such equipment.

3. Any officer or authorized representative of the Association shall have the right to visit district buildings, individual educators, or groups of educators of the bargaining unit for the purpose of representation.
4. The Association shall have up to one (1) hour during the first District In-service Day, at the District's discretion, for the purpose of meeting as a bargaining unit. Such meetings shall include, but not be limited to, new employee orientation, Association business, etc.
5. Representatives duly authorized by the Association may participate during work hours in negotiations, grievance proceedings, conferences, or meetings with representatives of the District without loss of pay.
6. The administration shall furnish the Association data and information concerning the financial resources of the District including, but not limited to, annual financial reports and audits, tentative budgeting requirements and allocations, agenda and minutes of all board meetings held in open session, student enrollment; membership data on a monthly basis, including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each employee, and employee directory; and any other information available in accordance with laws pertaining to the availability of District data.
7. Additionally, by August 1st, upon request, before the beginning of the school year, the District shall provide the Association with a list of the names of newly hired or reassigned employees, and their contact information including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each new hire. For the purpose of this section, the date of hire shall be considered as the day on which the new employee accepted and offer of employment. The District will also include the names of any bargaining unit members who are on leave of absence, the anticipated duration of such leave, and any changes in contact information during the time of the leave. When new employees are hired following the August 1st report, the District will provide the information listed above within three (3) business days of the date of hire.

8. The Association shall have the right to have a representative at all meetings pertaining to disciplinary actions
- B. Employees shall have the right to access their work site, classroom, and common work spaces during the course of the school year, during break periods, and on weekends. Reasonable restrictions on building access may be made if necessitated for cleaning and maintenance of a work site.
- C. The Association shall be able to meet with new employees thirty (30) days after their hire date, for a minimum of sixty (60) minutes during regular work hours.

Section 3 - District Rights

The District exclusively retains all customary and usual rights connected with its responsibility to manage the affairs of the District. The exercise of these rights by the District shall be limited only by the express terms of this Agreement.

Section 4 – Labor Management Meetings

The Superintendent or designee and the Association President or designee will meet regularly throughout the school year to discuss current school problems, practices and concerns. Additional persons may, by mutual agreement, attend these meetings on an as needed basis. It is the intent of the parties that problems arising relative to the administration of this Agreement will also be discussed at these meetings.

ARTICLE III - PERSONNEL

Section 1 - Hiring Practices

All employees shall be placed on the salary schedule in accordance with the criteria for salary schedule placement as contained in the Collective Bargaining Agreement.

- A. Only employees or other persons under the direct supervision of the employees shall perform work in the classroom.
- B. Aides shall be assigned in such a manner as to make it clear to which employee they are responsible.

Section 2 - Right to Due Process

- A. No employee shall be formally disciplined without just cause. Formal discipline is defined as disciplinary action which results in a written record being placed in the employee's personnel file. Matters involving probation, adverse contract changes (including nonrenewal and discharge of a supplemental/extracurricular contract) shall not be considered formal disciplinary action for purposes of this section.
- B. The specific grounds forming the basis for the formal disciplinary action will be made available to the employee, and to the Association, upon written request of the employee.
- C. Employees shall be given prior notification of their right to have a representative of the Association present during any formal disciplinary action. When a request for representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided that no more than a 24-hour delay is incurred by unavailability of such representative.

Section 3 - Employee Rights

- A. The private life of any employee is not within the appropriate concern of the District unless it diminishes the effectiveness of the employee.
- B. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, gender, marital

status or the presence of any disability, except as required in accordance with this Agreement or as otherwise provided by law.

Section 4 - Assignment/Transfer

The assignment and transfer of a teacher directly affects satisfaction and effectiveness. Assignment and transfer should match the teacher's qualifications in the areas of training, experience, and personal preference.

However, the subject, grade, school, and activity assignments shall be made by the District based upon the needs of the District and Academic Cooperative and the demonstrated skills, abilities, professional qualifications, and seniority of the individual teacher(s) to fulfill those needs.

Employees expecting to return to the District the following school year will be given notice of their tentative teaching assignments by May 30 except in emergency situations.

A. Transfer/Reassignment

A transfer shall be defined as being voluntarily moved from a position in one (1) building within the District or Academic Cooperative to a position in another building within the District or Academic Cooperative.

A reassignment shall be defined as a change from one assignment to another assignment in the same building.

1. Voluntary Transfer or Reassignment

A teacher may submit a request for transfer or reassignment to the District at any time, whether or not a vacancy exists. A teacher may also submit a request for a transfer or reassignment after the posting of a vacancy notice (pursuant to the posting procedure under item B, vacancies) of this section.

In the determination of reassignments and transfers the teacher's personal preference, training, experience, and the best interests of the District and Academic Cooperative shall be considered.

2. Involuntary Transfer or Reassignment

Involuntary transfers of reassignments shall only be made for the following reasons: a decrease in the number of students which requires a decrease in the number of teachers, class size, elimination of program(s), reduced educational funding, or the needs of the Academic Cooperative.

If transfers or reassignments become necessary under the terms of this agreement, the District shall actively seek volunteers prior to making involuntary transfers or reassignments. Teachers shall not be involuntarily transferred two consecutive years.

B. Vacancies

A vacancy is defined in this Agreement as any vacated or newly created position. An administrator may reconfigure a vacated or new position but the resulting position, if there is one, must be opened.

All vacancies and new positions involving teaching and/or professionally related duties shall be publicized to the employees through a written notice which shall be posted in the faculty lounge of each building and placed in each teacher's box and an email will be sent to each employee.

Said notice of vacancy or new position shall set forth the qualifications for the position and the procedures for applying.

During the summer months, notification shall be made to the Association president and teachers by mail and by email.

Notification of all positions will be made a minimum of five days during the school year and 10 days during the summer before action is taken.

Current teachers who are interested, qualified, and who meet necessary qualifications will be interviewed. Priority consideration will be given to current teachers before hiring from outside the District can occur.

If a current teacher already has a transfer request on file, it is not necessary to make further application in order to be considered for any vacancies for which he/she may have applied.

Section 5 - Academic Freedom

The parties agree that the District, under Washington State law, has final authority and responsibility in connection with the development and adoption of courses of study and with the lists of instructional materials. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, when such are relevant to the District's instructional program, and when related to subject matter in a given grade level. The employee is expected to follow and utilize the District approved course of study. Employees will use professional judgment in determining the appropriateness of the issue presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for personal causes or points of view held by an employee.

Controversial matters and materials shall be referred to the principal in advance of presentation for discussion by the principal on their uses.

Section 6 - Mechanical Monitoring

- A. No mechanical or electronic device shall be utilized to listen or record the procedures in any class without prior knowledge of the employee. If video devices are utilized in the evaluation process, it is the understanding of the parties that such tape or record will be solely utilized to improve the effectiveness of the employee involved.
- B. Security cameras at the District site locations exist for security purposes only and are not intended to be used for employee evaluations. Only the Superintendent and building principals may use video cameras for the purpose of monitoring employee actions. If a security camera records an employee in the commission of a crime, the District may use that video evidence in disciplinary proceedings.

Section 7 - Personnel Files

- A. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy, at District expense, of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District.
- B. The employee has a right to have a witness of his/her own choosing at the examination of his/her personnel file.

- C. Each employee's personnel file shall contain the following minimum items of information: all employee final evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic records.
- D. Any derogatory material not shown to an employee within ten (10) days after receipt shall not be allowed as evidence in a grievance or any disciplinary action against such employee.
- E. No evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.
- F. Confidential placement files will not be a part of the personnel file.
- G. Three (3) years following the inclusion of any disciplinary material in the personnel file, and providing that no subsequent finding has been entered, an employee may make a request in writing to the Superintendent for removal of such material.
- H. It is recognized that each principal/evaluator may need to maintain an anecdotal record in order to aid the evaluator in the evaluation process. Such material shall not be kept beyond the completion of the evaluation and shall not be placed in the personnel file.

Section 8 - Employee Protection

The District shall provide liability insurance to protect employees against personal or bodily injuries in accordance with RCW 28A.58.423.

Section 9 - Complaint Process

- A. It is the intent of the Ritzville Education Association and the District to place priority on resolving formal complaints made against employees.
- B. Any formal complaint made against an employee by a parent, student or other person will be called to the attention of the employee within five (5) working days.

- C. After being informed of the complaint, the employee with an association representative has a right to a meeting with his or her supervisor regarding the complaint.

ARTICLE IV - REDUCTION IN FORCE

Section 1 - Programs, Services and Employee Retention

- A. If the educational program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be taken into consideration by the Superintendent and his/her staff in determining the program and services to be retained, reduced or eliminated:
1. The funds available for the implementation of the educational program or services.
 2. The effect upon the student in the classroom is of the highest priority; therefore, the programs to be retained shall attempt to minimize the consequences of program reductions upon students.
 3. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g., Special Education, Vocational Education, federally supported programs, etc.)
- B. A seniority list ranking each employee from greatest to least senior shall be provided to each employee and the Association by November 1 of each year. Employees will have until November 30 to make corrections as to their placement on the seniority list.
- C. In the event of the reduction of programs and services for financial reasons, the Superintendent shall:
1. Ascertain to the extent possible the number of certificated positions, which will be available for the following school year by reason of normal attrition (e.g., retire/rehire, retirement, resignation, etc.), or by reason of leaves of absence under paragraph E below, and shall take such vacancies into consideration in determining the necessity for the termination of employees.
 2. Determine and recommend to the Board the number of employees as identified in paragraph D, which are required to implement the District's reduced educational program and services.

3. Notify the Association not later than April 15 of anticipated layoffs.
4. Prior to May 15 of the year immediately preceding the school year in which any reduced educational program will take effect, identify and submit to the Board of Directors for approval and action under RCW 28A.405.210 the names of any employees to be terminated under the District's reduced program and services.
5. Provide written notification on nonrenewal of all affected employees on or before May 15.

D. To ensure that the employees recommended for retention will be qualified to implement the educational program determined by the Board, all eligible employees shall be retained for available positions on the basis of:

1. Possessing a valid Washington State certificate as may be required for the position(s) under consideration.
2. Seniority (full-time equivalent, FTE, years of experience within the state of Washington):

Seniority is defined as the length of pre-12 regular certificated contract service within the District or any other district in the state of Washington. Less than a full year working experience shall be computed as the actual number of days employed by a district as a full-time employee or as a long-term substitute. Seniority for those who work less than full time will be prorated according to the percent of the full-time contract that was worked.

In the event that a tie exists preference will be given to the employee with the greatest number of years in the District.

In the event that ties still exist, the preferences will be given to the employee(s) with the greatest number of credits beyond the B.A. as recorded in the District office as of April 15 of the year preceding the anticipated reduction.

In the event that ties still exist employees so affected shall participate in a drawing by lot to determine position on the seniority list.

- E. Any employee receiving written notice of nonrenewal pursuant to the provisions of this policy shall be eligible for a "special leave of absence" without pay upon written application directed to the Superintendent and received not more than ten (10) days following the receipt of the nonrenewal notice. Employees electing to take a "special leave of absence" shall be placed in the employee pool established under paragraph F below and shall be considered for reemployment according to paragraph D above. The personnel file of any employee taking a "special leave of absence" shall be amended to reflect that status and all reference to the nonrenewal of such employee's contract shall be removed from the personnel file.

- F. All employees who are not recommended for retention in accordance with these reduction-in-force procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of up to two (2) contract years. Employment pool individuals will be given the opportunity to fill open positions under paragraph D above. If more than one such individual is available for an open position, the criteria set forth in paragraph D above shall be applied to determine who shall be offered such position.
 - 1. When a vacancy occurs for which any individual in the employment pool qualifies, notification from the District to such individual will be by certified or registered mail. Such individual will have five (5) days during the school year and ten (10) days during the summer from receipt of the letter to accept the position.
 - 2. If an individual in the employment pool fails to accept a substantially equivalent position pursuant to this policy, such individual will be dropped from the employment pool.
 - 3. Employees placed in the employment pool will be given preference when substitute jobs are available during the school year.

ARTICLE V - WAGES, HOURS AND BENEFITS

Section 1 - Personal Contract

- A. By May 15th of each year, the District will provide each employee a letter of reasonable assurance for the following year. On or before the first day of school the District will provide each employee with a standard contract with their current year information.
- B. Two (2) copies of the contract signed by the Superintendent shall be given to the employee each year for signature. One (1) copy is retained by the employee at the time it is signed. The other copy is to be returned to the District office and is then placed in the employee's personnel file.
- C. An employee under contract may be released from the obligations of the contract under the following conditions:
 - 1. A letter of resignation must be submitted to the Superintendent's office.
 - 2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
 - 3. A release from contract shall be granted after July 1 provided a satisfactory replacement can be obtained.
 - 4. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

Section 2 – Salary Schedule Placement

- A. All employees shall be placed on the salary schedule in accordance with this Agreement (See Appendix B).
- B. Clock hours will continue to be counted for college credit for placement purposes, with ten (10) clock hours equaling one quarter credit hour.
- C. Bargaining unit members will be placed on the salary schedule in accordance with WAC 392-264 and the reporting standards of S-275 in place as of August 2018, except may be otherwise described in this section.

- D. Annually, new credits shall be reported in writing with grade slip to the Superintendent's office by September 15, with transcript provided by the employee by December 1.
- E. Optional enrichment days will be paid by supplemental contract.

Section 3 - Salary Payment

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.
- B. The District shall issue checks on the last working day of each month. The last weekday of the month of December will be considered the last working day of December.
- C. All compensation owed to an employee who is leaving the District shall, upon request, be paid within thirty (30) days after the final day of employment.
- D. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made on or before the next pay period. Those cumulative errors that have accumulated in excess of sixty (60) days shall be adjusted at the rate they accumulated, except upon termination of employment. This provision shall be limited to mistakes made during any twelve (12) month period.

Section 4 – Insurance (SEBB)

- A. The District shall contribute all that the state allocates for insurance on an FTE basis, to an employee insurance pool, which is to be utilized for employee health insurance.
- B. An Internal Revenue Code Section 125 Plan is established for voluntary employee payroll deductions for pre-tax payment of child/elder care and health insurance premiums and expenses, to be administered and communicated to employees by the District at no cost to the employees.
- C. The District agrees to provide the full amount of benefit contributions funded by the state and will implement any state increases for insurance benefits during the duration of this Agreement. The benefit amount shall

be administered in accordance with the state laws relating to school district employee benefits.

- D. The District will provide benefit contribution insurance for all employees who work or are expected to work more than 630 hours in a school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under the SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work.
- E. Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense.
- F. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
- G. Enrollment shall be completed by the end of the open enrollment period for the selection of basic and optional benefits. Employees hired prior to or after the enrollment period, may select insurance coverage from the plans available during the first thirty (30) days of employment.
- H. Benefit Termination: Any employee terminating employment shall be entitled to receive the district insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after the completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31 of that year.

Section 5 - Hours of Work and Prep Time

- A. The starting and dismissal times, which may vary from school to school, shall be determined by the Superintendent. The length of the normal day shall consist of seven hours and thirty minutes, including a thirty-minute continuous duty-free lunch period. When school opens late or closes early due to hazardous conditions, the employee's day begins and ends when school opens and/or students are dismissed.

- B. Prep Time – All employees, full-time and part-time will receive daily prep time.

The Association and the District agree that preparation time is vital and shall be utilized for its intended purpose.

1. Full-time, certificated employees shall receive no less than 250 minutes of planning time within the student day per five (5) day work week, of which at least thirty (30) minutes per day will be continuous. An attempt will be made to offer each teacher at least fifty (50) consecutive minutes of prep time per day. At the Elementary specialist time – P.E. and Music time will be utilized for preparation time. Preparation time shall be used at the employee's professional discretion.
 2. Part-time certificated employees will receive planning time proportional to their teaching day.
 3. Occasionally, planning time may be lost due to schedule changes or a shortened workweek.
 4. Regularly occurring (weekly, monthly) meetings shall not occur during planning periods. Principals may schedule up to three (3) focus and five (5) comprehensive individual evaluation related meetings with employees during the school/work year.
- C. Employees shall obtain prior approval of the building administrator before leaving the building to which they are assigned during class or preparation period.
- D. Teachers who lose their prep time because they must cover another teacher's class, or they are required to attend an assembly or event, shall be reimbursed for loss of prep time at their per diem rate. EX. 50 minutes of coverage = 50 minutes of pay.
- E. Employees shall attend scheduled meetings of their schools or scheduled meetings called at the direction of the Superintendent of Schools. These meetings shall not exceed the seven (7) hour and thirty (30) minute day by more than two (2) hours in any given month.

Section 6 - Work Year

- A. The length of the teacher work year for the duration of this contract shall be 183 days. This consists of 176 School Days, plus four (4) Conference Days, plus one (1) District In-Service Day, plus:
1. 2019-20 School Year – Two (2) Professional Learning Days when fully funded by the State.
 2. 2020-21 School Year – Three (3) Professional Learning Days when fully funded by the State.
- B. Pay for Additional Time: A teacher shall be issued a supplemental (enrichment) contract not to exceed one (1) school year as per RCW 28A.400.200 (4) for the following as applicable.
1. Extracurricular advisorships as per Appendix C of this contract.
- C. Calculation of Per Diem
1. The rate for per diem pay will be calculated at 1/183rd times the employee's annual salary for school year 2019-20.
 2. The rate for per diem pay will be calculated at 1/184th times the employee's annual salary for school year 2020-21.
- D. The District shall also provide and pay for two (2) sub days for each certified full-time and part-time employee. These two (2) days may be used for, but not limited to, TPEP work, grading, or classroom planning.
1. These two (2) days may be chosen at the discretion of the employee. However, no more than two (2) employees from each building can be scheduled on the same day.
- E. In addition, all certified staff (full-time and part-time) will receive an Enrichment Stipend of \$300 for certificate maintenance and /or Professional Learning. Professional learning hours will be done through curriculum modules. The District cannot assign, or require, more than four (4) hours of modules. If the required learning module(s) exceed four (4) hours, the employee will receive additional pay at the rate of \$50 an hour. The learning modules may be watched and completed on or off

campus. The four (4) hours must be documented. This stipend is to be paid when modules are completed.

- F. A maximum of three (3) additional per diem days will be provided to retirees of the District who notify the District in writing of their intent to retire prior to specific deadlines.
1. If notification is received on or before March 15th, then three (3) additional per diem days are allowed.
 2. If notification is received on or before April 15th, then two (2) additional per diem days are allowed.
 3. If notification is received on or before May 1st, then one (1) additional per diem day is allowed.

The purpose of these days is to allow the District to plan for possible program changes and to be able to begin recruitment of replacement staff. It also provides compensation to the retiree for cleaning out of old materials, preparing their room for the upcoming year, and to assist in the orientation of the new employee.

Section 7 - Employee Development

The District shall develop, after consultation with the Association, an in-service program designed for the professional growth of the employees. Such in-service day(s) shall be scheduled by the District on one, or more (at the discretion of the District) of the contracted days.

Section 8 - Calendar

The Superintendent will meet with the REA President on or before March 1 to solicit the Association's input on the calendar for the ensuing school year. The calendar shall then be determined and adopted by the Board by its May meeting. The calendar must include two (2) full weeks of winter vacation.

Section 9 - Employee Transportation Reimbursement

Employees will be reimbursed for mileage at the State rate when driving their private vehicle to a District-approved meeting or conference. Use of private vehicles will be allowed if the District is unable to provide a District vehicle.

Employees attending the same meeting/conference will be expected to use one vehicle for travel purposes if at all possible.

Section 10 – Continuing Education Expense Reimbursement

The District will contribute \$400 per employee per fiscal year (September 1 – August 31) for reimbursement of continuing education expenses. This includes class tuition, fees, cost of credits, workshop registration, fees, cost of clock hours, and any costs associated with the National Board Certification process and Pro Teach process. Staff may be reimbursed in November, February, June, or August. A coursework approval form and appropriate documentation will be submitted to the business office by the 10th of the month that payment is requested. Any money not claimed within the fiscal year will not carry forward. Also, the District will provide reimbursement of up to \$1,000 to *initial* National Board candidates upon completion and submission of their portfolios.

- In addition, the District will provide a one-time \$500 bonus to staff members who earn National Board Certification.
- Neither the \$1,000 or the \$500 one-time bonus applies to staff members who enter the District after attaining National Board status.

Section 11 – Professional Workplace

The District does not expect its employees to tolerate abusive, intimidating, threatening, or harassing behavior, whether in a verbal, written, or electronic form, from any student, parent, guardian, other employee or non-employee. The District will support an employee faced with such behavior in at least, but not limited to, the following ways:

1. If such behavior is disruptive to the environment of the classroom or work area, the employee may ask the individual to leave. If that person refuses, the employee has the right to contact an administrator and ask to have the individual removed.
2. The District will support and assist an employee faced with such behavior if said employee chooses to report the matter to proper law enforcement personnel who can investigate possible violations of state law, including, but not limited to, RCW 28A.635.
3. When an employee is faced with communication (oral, written, or electronically transmitted) of an abusive, intimidating, threatening or

harassing nature, the employee is not obliged to respond directly to this communication. The employee shall inform the building administrator who will assist in resolving or responding to the issue.

4. The District will be responsible for providing a safe and secure working environment for all employees and for taking action to stop any reported abusive, intimidating, threatening, or harassing behavior.

ARTICLE VI - LEAVES

Section 1 - Sick Leave

- A. Employees shall be credited with twelve (12) days paid leave of absence per year for sick leave. Sick leave is defined as absence due to personal illness, medical appointment, or that of their dependent child or spouse's child. Such leave shall accumulate to a maximum of one hundred and eighty (180) days.
- B. Employees may use sick leave for illness, injury, or disability to attend to family members – grandfather, grandmother, father, mother, spouse, children, grandchildren, and those of the employee's spouse. Additionally, it may be used for children whom the employee or the employee's spouse is the legal guardian. Also, an employee may use up to two (2) days of sick leave for birth of a grandchild.
- C. Notice of illness requiring time off from work shall be reported to the District office no later than 7 a.m. of the day to be missed. If an employee is certain that he/she cannot return to work for the ensuing day, he/she shall notify the District office of such anticipated absence no later than 3:00 PM of the preceding day.
- D. Absence due to injury incurred in the course of employment may be compensated for in the following manner: For absence due to job-related injuries which qualify for Industrial Accident and Workman's Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed the employee's normal salary, to a maximum of the employee's accumulated sick leave.
- E. Monthly, the District will provide each employee with an accounting of his/her accumulated sick leave and transactions concerning his/her sick leave days within that time period.
- F. At the exhaustion of an employee's sick leave, an employee who is unable to continue to perform his/her duties because of illness or injury as verified by a written statement from a licensed physician so stating shall be granted a leave of absence without pay or benefits for the duration of such sickness or illness up to a period of one (1) year.

Section 2 - VEBA III Sick Leave Reimbursement Plan

A. Annual Contribution from the District

1. The Ritzville School District has adopted the VEBA III Sick Leave Reimbursement Plan pursuant to RCW 28A.400.210.

The District agrees to make contributions to the “Plan” annually on behalf of all employees in the bargaining unit who are eligible to participate in the “Plan” by virtue of having excess sick leave. (Employee must have 180 days of sick leave.)

- ### B. Pursuant to current statute the District will allow employees the annual sick leave buy back option. Employees may cash in unused sick leave days above an accumulation of sixty (60) days.

The rate of conversion shall be one day for each four (4) days of annual accumulated sick leave beyond sixty (60) days to a maximum of twelve (12) days.

This option will be available each year in February for those employees who maintain a balance of sixty (60) accumulated sick leave days.

C. Retirement Contribution from the District

1. The Ritzville School District has adopted the VEBA III Sick Leave Reimbursement Plan pursuant to RCW 28A.400.210. Therefore, at the time of separation from the school district due to retirement or death, an eligible employee or the employee’s estate shall receive remuneration or contribution to the “Plan” (as per annual vote) at a rate equal to one (1) day’s current monetary compensation of the employee for each four (4) full days accrued sick leave up to a maximum of 180 days.

- ### D. VEBA III Memorandum of Understanding will be discussed and voted on by the bargaining unit annually. (See attached MOU, Appendix I)

Section 3 - Maternity Leave

- ### A. An employee requesting maternity leave shall give written notice to the District at least four (4) weeks prior to commencement of said leave. The

written request for maternity leave shall include a statement as to the expected date of return to employment, and as soon as practicable after childbirth, the employee shall inform the District of the specific day when she will return to work.

- B. A female employee on maternity leave may apply any sick leave she has accrued to the time period from birth until cleared by her physician to return to work.

Section 4 – Paternity Leave

In the event of a birth of a child of the employee's spouse, five (5) days sick leave will be allowed. Such day is deductible from sick leave and shall not accrue year to year.

Section 5 – Adoption Leave

An employee who has adopted a child may apply any accrued sick leave up to six (6) weeks for child rearing.

Section 6 - Military Leave

Employees shall be granted military leave of absence in accordance with RCW 38.040.060 for involuntary active duty training when required by law.

The employee requesting such leave shall present to the Superintendent valid orders from the appropriate military authorities showing the date and place of reporting, length of tour or of duty, and anticipated date of return to the District.

Such involuntary leave shall be with pay and shall not exceed fifteen (15) days in length.

Employees shall be granted military leaves of absence, without pay, during the time they are required, involuntarily, to serve on active duty in the armed services of the United States. Upon return to work from such, employees shall be assigned to the position last held, if available, or to similar positions in the District, if available.

Section 7 - Bereavement Leave

Up to five (5) days leave per occurrence with pay will be authorized by the District in the event of a death of any member of the immediate family. Immediate family includes spouse, significant other, son, daughter, father, mother, grandfather, grandmother, brother, sister, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any other person living in the same household. Up to two (2) days leave per occurrence may be used for anyone the employee chooses. Additional leave may be granted upon approval of the Superintendent. Bereavement leave will not be deducted from sick leave.

Section 8 - Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted to employees for jury duty. Any compensation received for jury duty performed on contracted days shall be reimbursed to the District. The employee shall notify the District when notification to serve on jury duty is received.

Except in cases where the District is a party and the employee is a witness against the District or in the event that the employee brings suit against the District, leave of absence with pay shall be granted to employees that are subpoenaed to appear in a court of law. If any witness fees are paid, that amount shall be reimbursed to the District unless the employee is testifying against the District.

Section 9 - Personal Leave

A. Each employee shall have up to four (4) days personal leave at full pay. Unused personal leave days may be reimbursed at the employee's per diem rate of pay at the end of the school year (maximum 4 days reimbursed per year). Or the employee may choose to roll over unused personal leave days up to a maximum of six (6) days.

Full-time Employee (.5 or greater) reimbursement at the employees daily per diem rate.

Part-time Employee (.49 or less) reimbursement at the employees daily per diem rate.

- B. Personal leave may be used for personal matters, which require absence during school hours. Teachers exercising the use of personal leave shall not be required to state the reason for taking personal leave.
- C. A request for personal leave must be submitted to the employee's immediate supervisor at least three (3) days prior to the need for such leave. Personal leave immediately prior to or immediately following a school holiday will be granted on a first come first served basis. The maximum number of staff that may exercise this option at a given time is four (4). Personal leave shall not be granted for the day prior to summer recess.

Section 10 – Emergency Leave

Four (4) days of emergency leave shall be granted for problems for which preplanning was not possible and for which the employee could not attend to the problem during non-duty hours. If possible, the employee will give the building principal prior notice to requesting emergency leave. Emergency leave will be fully paid by the District. If the employee requests additional days, the Superintendent and an Association representative will determine if additional days are warranted. If an employee is denied additional days, the employee may use personal days as provided for in Article VI Section 9. Emergency leave will not be deducted from sick leave.

Section 11 - Association Leave

The Association shall be allowed up to fifteen (15) days aggregate paid leave per year for officers and members to attend to Association business. The cost of the substitute(s) shall be borne by the Association, provided a substitute is used. A request for such leave shall be made to the Superintendent at least three (3) days prior to the effective date of the leave. Such leave is non-accumulative.

Section 12 - Leave of Absence

Leaves of absence up to one (1) year without pay or insurance benefits may be granted employees for the purpose of study, travel, child rearing or recuperation. Employees desiring a leave of absence must submit a request to the Superintendent in writing by April 1 for the following school year. The request will then be submitted to the Board of Directors for their consideration. Exceptions to the request date for child rearing may be granted at the

discretion of the Superintendent. Such requests shall not be unreasonably denied.

Upon return from leave, the employee shall be placed in the position last held or in a similar position for which the employee is qualified.

The Board may renew an employee's leave of absence for one (1) additional year.

Section 13 – Sick Leave Sharing

The District shall establish and administer a leave sharing plan in which employees who qualify under the provisions of RCW 41.04.665 may receive donated leave from other employees.

Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District.

An employee may contribute personal days and/or sick leave provided that the contributing employee retains state mandated minimum of sick leave after the transfer. Administration of this leave will be in accordance with District policy. Leave shall be calculated on an hour(s) donated/hour(s) received basis.

The employee qualifies for shared leave, of among other criteria, the employee “suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the employee from working and causes great economic and emotional distress to the employee and/or family”. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive, or foster child.

Any remaining donated hours shall be returned to the donor(s) on a pro-rated basis at the conclusion of the existing condition. If the existing condition continues beyond the time specified by the licensed medical professional for which donated leave was collected, additional verification by medical professional must be provided to the District.

Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted

toward the 60-day minimum balance required after cash out (WAC 392-123-104).

Section 14 – Family Medical Leave Act (FMLA) Leave

- A. An employee is entitled to twelve (12) workweeks of unpaid family leave (FMLA) during any twelve (12) month period. An employee is anyone who was employed by the School District for a total of one year for at least 1440 hours of service during the year.
- B. Family Leave is available to employees and will be provided as according to current law.
- C. New Law: Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay the full amount of the payroll premium to fund this leave. The District shall use the state insurance carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

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1. If both parents are employed by the District, they together are entitled to a total of twelve (12) weeks of unpaid FMLA leave. This leave may be granted to any one parent at a time.
2. FMLA Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the employee's need for family leave.
3. Under FMLA, a child is defined as a biological, adopted, a foster child, a stepchild, or a legal ward who is under eighteen (18) years of age or is incapable of self-care due to a mental or physical disability. A serious health condition is one caused by injury, illness, impairment, or a physical or mental condition which involves (a) inpatient care or (b) continuing treatment by a health care provider.
4. Family Leave (FMLA) is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.
5. An employee who plans to take Family Leave (FMLA) must provide the District with written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave as soon as possible prior to the beginning of the leave.

ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Student Discipline

- A. Recognizing their responsibilities for maintaining good order in their classroom, employees shall enforce District rules for student conduct.
- B. Employees shall be supported in their efforts to maintain proper student discipline, provided that the actions taken or recommended by the employee were consistent with District rules and regulations.
- C. The District shall give prompt response, within reasonable limits, to all employee's requests for assistance regarding disciplinary problems.
- D. Disruptions or distractions leading to suspension or expulsion shall be carefully documented by the employee, specifying dates or occurrence and specific acts. At the time of a student's suspension or expulsion, the principal will notify the employee(s) involved. The principal will consult with the employee(s) involved prior to the student's readmittance to the employee's classroom.

Section 2 – Student Grades

- A. Consistent with WAC 180-44-010, teachers have the exclusive right and responsibility to determine grades and other student evaluations.
- B. A teacher's grade or other evaluation of a student may not be changed without consultation and consent of the teacher.

Section 3 - Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee.

- B. The employee, where reasonably possible, shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 4 - Class Size

- A. Both parties (REA and the District) jointly recognize that small class size is beneficial for student success. Therefore, the District will attempt to keep classes within the class size maximums.

- B. The class size maximums are:

K-2	24
3-5	26
6-8	28
9-12	33

Library, K-5 music, and K-5 P.E. will be excluded from class size limits.

6-12 Band will be excluded from class size limits.

6-12 Health & Fitness/P.E. will fall under class size limits.

- C. If class size exceeds recommended maximum standards then the assigned classroom teacher will receive monetary compensation for the overages.
- D. Beginning week 1 (day 1) of school, in elementary the assigned classroom teacher will receive \$6 per student over the maximum per day.
- E. Beginning week 3 (day 11) of school, the assigned middle school and high school classroom teacher will receive \$2 per student over the maximum per period.
- F. The classroom teacher must keep track and document overage days and turn them into the District Office monthly.

Section 5 - Individual Contract

- A. Individual contracts issued prior to the completion of negotiations will include a rider specifying that salaries will be adjusted in conformity with the Agreement reached between the parties. Or in the event that agreement is not reached, upon final Board actions following impasse procedures.
- B. Each employee shall be issued a supplemental contract at the time of their employment for the respective position(s). Advisor's salaries shall be paid in accordance with Appendix B, as contained in this Agreement.

Normally, the District shall advise employees in writing not later than May 30 if their individual supplementary contract is not renewed for the next school year. In unusual situations, the employees involved shall be notified after the District has made final determination of its needs and services.

ARTICLE VIII – STAFF SHARING

Section 1 – Shared Employee(s)

- A. A shared employee(s) shall be considered only an employee of the Ritzville School District.
- B. A shared employee will be observed and evaluated by a Cooperative Administrator. The shared employee will be notified by their building administrator as to who will be doing their evaluation within the first week of school.
- C. A shared employee(s) shall be given one (1) prep period each day (equal to the number of minutes that each high school teacher receives.). Prep time shall not be used for travel time. If it is necessary for prep time to be used for travel time, the shared employee(s) shall be compensated in the following manner:
A teacher's hourly rate of pay will be calculated. The hourly rate will be divided by sixty (60) and multiplied by the number of minutes of prep time lost daily to travel.
- D. A shared employee(s) shall receive an uninterrupted 30-minute lunch time each day. Lunch time shall not be used for travel time.
- E. A shared employee(s) shall receive thirty (30) minutes of travel time each day as part of the 7 ½ hour workday.

Section 2 – Travel Provisions

- A. A vehicle will be provided by the District for the employee(s) to use for transportation to and from Lind. This travel provision will not apply to any new employee hired after August 31, 2017. This travel provision will still apply to Ritzville employees teaching in Lind who were hired prior to August 31, 2017.
- B. If the District is unable to provide transportation due to vehicle problems or unavailability, the employee will use their own vehicle and they will be reimbursed at the current state rate for mileage.
- C. An employee may choose to use their own vehicle for transportation. If an employee chooses to use their own vehicle for transportation, they will not be reimbursed for mileage or usage.

Section 3 – Compensation for Moving

- A. Employees moving their classroom due to teaching assignment, reassignment, voluntary transfer, involuntary transfer, or building reorganization will be compensated the following amount for packing, moving, unpacking, and organizing instructional and classroom materials.
1. \$500.00 if moving from one building to another building.
 2. \$250.00 if moving from one room to another room within the same building.
 3. Administrative approval and signature needed for payment.

ARTICLE IX – EVALUATIONS

It is the responsibility of the District, acting through its respective administrative staff or their designees, to establish an evaluation process and performance criteria for teachers covered by this Agreement.

The District shall evaluate teachers in accordance with RCW 28A.405.100. Evaluation procedures shall include: the comprehensive evaluation and the focused performance evaluation with professional growth. Issues not addressed herein shall be followed in accordance with applicable law.

Section 1 – General

- A. Provisional Teachers: RCW 28A.405.220. Teachers shall be considered provisional during their first three years of teaching. Teachers in their first year of teaching must be observed once during the first ninety (90) calendar days. Provisional staff will be observed a minimum of twice per year for a total not less than sixty (60) minutes. During their third year of provisional status teachers will be observed a minimum of three (3) times for a total of not less than ninety (90) minutes. An employee who has completed at least two (2) years of certificated employment in another school district in the state of Washington shall be considered a provisional employee during their first year of employment with the district. Provisional teachers need not be placed on probation. Nonrenewal shall be in accordance with RCW 28A.405.220.
- B. During each school year all teachers subject to a comprehensive performance evaluation shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each teacher for each school year shall not be less than sixty (60) minutes.
- C. If a teacher is transferred to another position not under the evaluator's jurisdiction, an evaluation shall be made prior to such transfer (unless the district and employee agree to waive this provision).
- D. If a teacher resigns during the school year, a final evaluation shall be completed prior to the time the teacher terminates employment with the District, if practical.

- E. Comprehensive performance ratings shall include: Level 1 – unsatisfactory, Level 2 – basic, Level 3 – proficient, and Level 4 – distinguished. A classroom teacher shall receive one (1) of the four (4) summative performance ratings for each of the minimum criteria and one (1) of the four (4) summative performance ratings for the evaluation as a whole, which shall be the comprehensive performance evaluation rating.

Section 2 – Reports

- A. Upon completion of a formal observation for the purpose of evaluation by the evaluator, the teacher and the evaluator shall meet to discuss the observation within five (5) working days of the observation. A teacher shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two (2) occasions in each school year.
- B. Upon completion of an evaluation, the teacher and the evaluator shall meet to discuss the evaluation. In addition, the teacher shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with the content of the evaluation report. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the teacher receives a copy or they may be forwarded to the personnel office within seven (7) school days following the evaluation conference.
- C. Non Probationary Staff: Observations/Evaluations may not be done during the first 8 days of school, on Halloween Day, Valentine's Day, 2 days prior to Spring Break, or 2 days prior to Winter Break.
- D. Evaluations are to be comprised of a minimum of two formal observations and informal observations and other information regarding an employee's work performance. Evaluations must be completed by May 15 for provisional and probationary employees and June 1st for all non-provisional employees.

Section 3 – LGBTQ Curriculum – RCW 28A.405.100

A teacher's evaluation may not be negatively impacted if a teacher chooses to use curriculum or instructional materials that address subject matter related

to sexual orientation including gender expression or identity so long as the subject matter is age-appropriate and connected to the teacher's content area'

Section 4 – Probation

- A. In the event that an evaluator determines on the basis of the evaluation criteria that the performance of a teacher under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent. A non-provisional teacher's work is judged as unsatisfactory if he/she receives an overall rating of unsatisfactory (Level 1) or basic (Level 2) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period if the teacher has more than five years teaching experience.
- B. If the Superintendent concurs with the evaluator's judgment that the performance of a non-provisional teacher is unsatisfactory, the Superintendent shall place the teacher on probationary status any time after October 15. A probationary period of sixty (60) school days shall be established. On or before the commencement of the probationary period, the teacher shall be given written notice of such action. The notice shall contain the following information:
1. Specific areas of performance deficiencies.
 2. A suggested program for improvement.
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
 4. A statement indicating areas of assistance to be provided by the administration.
- C. If procedural errors occur in the probation or implementation of a program for improvement, the error does not invalidate the probationary's plan for improvement or evaluation activities, unless they materially affect the effectiveness of the plan or the ability to evaluate the probationer's performance.

Section 5 – Evaluation During the Probationary Period

- A. At or about the time of the delivery of a probationary letter, the evaluator will hold a conference with the probationary teacher to discuss the probationary process.

- B. During the probationary period the evaluator shall meet with the probationary teacher at least twice monthly to supervise and make a written evaluation of the progress made, if any, by the teacher. The evaluator may authorize one additional certificated employee to evaluate the probationary teacher and to aid the employee in improving his or her areas of deficiency. The provisions in Section 2 A-B herein shall apply to the documentation of evaluation reports during the probationary period.
- C. The probationary teacher shall be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. The probationary teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive performance evaluation rating of Level 2 or above for a teacher with five or fewer years of experience, or of Level 3 or above for a teacher with more than five years' experience.
- D. During the probationary period, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district.

Section 6– Supervisor’s Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary teacher has satisfactorily improved and which shall set forth one (1) of the following recommendations for further action:

- A. That the teacher has demonstrated improvement to justify the removal of the probationary status; or
- B. That the teacher has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the teacher.

When a continuing contract employee with five (5) or more years of experience receives a comprehensive performance evaluation rating below basic (Level 2) for two consecutive years, the school district shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge.

Section 7– Post Probation Transfer

Immediately following the completion of a probationary period that does not result in a satisfactory evaluation (proficient for employees with more than five years' experience or basic for employees with five years or less), the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee, nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

Section 8– Evaluation Scoring Criteria

In order to establish each criterion score the following calculations will be utilized. 1.874 or less = Unsatisfactory (rating of 1), 1.875 – 2.625 = Basic (rating of 2), 2.626 – 3.624 = Proficient (rating of 3), and 3.625 – 4 = Distinguished (rating of 4). Each criterion score will be turned into a letter rating and a corresponding score of 1 = Unsatisfactory, 2 = Basic, 3 = Proficient and 4 = Distinguished. The summative rating for comprehensive evaluations will be based upon the sum of all eight rating scores. A summative rating of 8-14 is Unsatisfactory, 15-21 is Basic, 22-28 is Proficient and 29-32 is Distinguished. An explanation of the Student Growth Impact Rating and the final summative rating is contained in Appendix H.

Section 9 – Comprehensive Employees

- A. Definition: The term “comprehensive employee” shall be those employees who are in their first (1st), second (2nd) or third (3rd) year of provisional employment with the District, any employee who received a comprehensive performance evaluation rating of Level 1 or Level 2 in the previous school year who do not qualify for focused performance

evaluation. These employees will receive a comprehensive performance evaluation.

- B. Frequency of Evaluation: Comprehensive employees shall be evaluated annually, which evaluation shall be completed prior to May 15th for provisional employees and June 1st for non-provisional employees.
- C. Observations: Comprehensive employees shall be formally observed (at least and no less than) two (2) times per school year, as per contract. Each formal observation shall be no less than thirty (30) minutes in length. Total observation time for each employee shall not be less than sixty (60) minutes each school year.
- D. The employee or evaluator may require that the comprehensive performance evaluation process be conducted in any given school year. A comprehensive performance evaluation shall be provided to teachers at least once every six (6) years.
- E. The following categories of classroom teachers shall receive an annual comprehensive performance evaluation: provisional employees and any teacher who received a comprehensive performance evaluation performance rating of unsatisfactory (Level 1) or basic (Level 2) in the previous school year.

Section 10 – Focused Employees

- A. Definition: The term “focused employee” is a continuing employee with satisfactory evaluations, provided that any such employee or evaluator may opt out of focused status for any full year, and further provided that one (1) year out of every six (6) the comprehensive evaluation must be used. A focused performance evaluation may only be used for teachers who received a performance rating of proficient (Level 3) or above in the previous school year.
- B. Frequency of Evaluation: Focused employees shall be evaluated annually, which evaluation shall be completed prior to June 1st.
- C. Observations: The focused performance evaluation shall be based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes, if the evaluation includes a criteria that requires observation.

- D. **Negative Evaluation Bar:** The focused performance evaluation may not be used as a basis for the non-renewal of an employee's contract.
- E. **Removal from Focused Performance Evaluation:** If the evaluator of an employee has reason to believe the focused performance evaluation option should be dropped during the year, written notification must be given of the reasons for the decision by December 1.
- F. The evaluator must assign a comprehensive performance evaluation rating for the focused performance evaluation.
- G. A teacher may be transferred from a focused performance evaluation to a comprehensive performance evaluation at the request of the teacher or principal, or at the direction of the teacher's evaluator.
- H. Focused performance evaluations shall include an assessment of one of the eight criteria selected for a performance rating plus professional growth activity specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive performance evaluation as benefitting from additional attention. A group of teachers may focus on the same evaluation criteria and share professional growth goals.
- I. A teacher may apply the focused performance evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board.

Section 1 - Definitions

- A. A "grievant" shall mean an employee or group of employees alleging a grievance. The Association may be the grievant where there is an alleged violation of an Association right.
- B. A "grievance" shall be defined as an alleged violation of the express terms of this Agreement.
- C. "Days" shall be defined as employee employment days. After the close of the school year, days shall mean calendar days.

Section 2 - Time Limits

Failure at any level of this procedure by the grievant to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at the level. Failure at any level of this procedure by the District to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next level.

Time limits may be extended by mutual agreement, in writing, of the parties.

Section 3 - Form of Grievances

All grievances must be in writing and shall contain the following:

- A. It shall be signed by the grievant.
- B. It shall be specific and give a synopsis of the facts giving rise to the alleged violation.
- C. It shall cite the section or subsections of the Agreement alleged to be violated.
- D. It shall contain the date of the alleged violation.
- E. It shall specify the remedy requested.

Section 4 - Procedure

Step 1 -- The parties acknowledge that it is usually desirable for a grievant and their immediately involved supervisor to resolve grievances through free and informal communications. Therefore, within twenty (20) days after the occurrence of the cause of the alleged grievance, the grievant shall present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within five (5) days after receipt of the written grievance. The supervisor shall provide the grievant a written answer to the grievance within five (5) days after this meeting.

Step 2 -- If the grievant is not satisfied with the disposition of the grievance at Step 1, then, the grievant may file the grievance in writing with the Superintendent within five (5) days after receiving the response. Within five

(5) days of receipt of the appeal from Step 1, the Superintendent or his designated agent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days after this meeting, the Superintendent or designated agent shall render a written disposition, transmitting a copy of the same to the grievant.

Step 3 -- If the grievant is not satisfied with the disposition of the grievance at Step 2, the grievant may, within five (5) days after receiving the Step 2 response appeal the grievance to the Board of Directors by filing such written grievance along with the decision of the Superintendent to the secretary of the Board. Upon proper filing the Board will consider the grievance at its next regularly scheduled meeting. Within ten (10) days from the Board hearing of the grievance, the Board shall render its decision in writing.

Step 4 --

- A. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievant may request in writing within five (5) days after a decision by the Board, or within five (5) days after the Step 3 procedures have been completed, whichever is sooner, that the Association submit the grievance to arbitration. If the Association determines that the grievance should proceed to arbitration, the Association may by written notice to the Superintendent within five (5) days after receipt of the request form from the grievant, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator.
- B. Within five (5) days after such written notice of submission to arbitration, the Superintendent or designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator within ten (10) days, the parties may make a request for a list of arbitrators from either the American Arbitration Association (AAA) or the Federal Mediation Conciliation Services (FMCS). Upon receipt of a list of arbitrators, each party will individually have the opportunity to strike through any name which is unsatisfactory to them. Then each party shall number the remaining names and return them to either AAA or FMCS within ten (10) calendar days.
- C. The parties agree to use the labor arbitration rules of either the American Arbitration Association or the Federal Mediation Conciliation Services according to their affiliation.

- D. Neither party shall be permitted to assert in the arbitration proceeding any evidence which was not submitted to the other party at the conclusion of Step 3; however, if new evidence should arise after the conclusion of Step 3 that would have a substantial bearing on the grievance, then that evidence may be submitted at the arbitration hearing. The party seeking to submit the new evidence will give as much notice to the other party as is reasonably possible.

The arbitrator shall be without power or authority to render a decision which would require the commission, or an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, modify or amend any of the terms of this Agreement. The arbitrator shall have no power to substitute his discretion for that of the Board in any matter that has not been specifically addressed by the express terms and conditions of this Agreement.

- E. The following are specifically excluded from the jurisdiction of the arbitrator:
1. The termination of service of or failure to reemploy any provisional employee.
 2. The termination of service or failure to reemploy any employee to a position on the supplementary salary schedule(s).
 3. Any matter involving the contents of an employee evaluation.
 4. All matters excluded elsewhere in this Agreement or excluded in accompanying memorandum(s) of agreement.
- F. The decision of the arbitrator will be submitted to the Board and the grievant and the Association and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

ARTICLE XI - DURATION

Section 1 - Effective Dates

- A. This Agreement shall be effective when ratified and signed by both parties and shall continue in effect until August 31, 2021. Salary provisions shall be effective at the beginning of the 2019-2020 school year.
- B. If it is determined by the Superintendent of Public Instruction or the state auditor that payment of such salaries is out of compliance with state law, such payment shall be null and void and the parties shall return to the bargaining table.
- C. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Section 2 – Reopeners

- A. This Agreement may be opened for amendments only by the mutual consent of both parties, provided however, that during its term the Agreement may be reopened as follows:
 - 1. This Agreement may be reopened, upon written notice from the Association or the District on or before May 1, 2020 to negotiate salary, health insurance benefits, and two additional items per side.
 - 2. The moving party shall provide the other party with a written proposal by May 15 annually.
 - 3. If neither party exercises this option in accordance with the above, the option to reopen shall be waived, and all terms and conditions of the Agreement shall continue without change through August 31, 2021.

Section 3 - Successor Agreement

- A. This Agreement may be opened, upon written request by either party by May 1, 2021 for the purpose of negotiating a successor Agreement. The negotiations shall commence no later than May 15, 2021. The moving

party shall provide the other party with a written proposal at the first meeting of the negotiating teams.

ARTICLE XII - SIGNATORIES

In witness thereof, the parties hereto have entered into this Agreement
this

_____ day of _____, _____.

RITZVILLE EDUCATION ASSOCIATION

President _____ **Signatures on file**

Negotiation Team _____

RITZVILLE SCHOOL DISTRICT NO. 160-67

Superintendent _____ **Signatures on file**

Board Members _____

Letter of Agreement- Collaborative/PLC time

**Ritzville School District
and
Ritzville Education Association**

It is agreed in the 2018-19 school/work year collaboration time shall be focused on work identified on the attached document (Attachment A).

Collaboration:

- Monday late starts shall be designated collaboration days except for the following:
 - If the first day of the school year falls on a Monday
 - The Monday prior to the end of each grading period (quarter) in order for certified staff to prepare quarter grades and conferences--total of four (4) Mondays
- Each "Building Team" shall schedule these days on the District professional development calendar. The Superintendent and REA President (or designee) will schedule a meeting with each "Building Team" by September 15th, 2018 to review attachment A and associated PLC philosophy.
- In the case whole group collaboration (building/buildings) doesn't take place, small groups will fill out a designated form, documenting the collaborative work completed during that Monday's PLC.
- Principals and building team leaders will be responsible for offering clock hours for professional development.
- Prior to April 1st, 2019 REA/RSD will mutually develop a survey for certificated staff to help determine if any improvement in staff satisfaction with collaboration time has occurred.
- Collaboration time shall end at 9:00AM or 30 minutes prior to the start of the school day.

This agreement shall be in place for the 2018-2019 school year only.

Steven R. Greenwatt 3-5-2019

REA Representative/Date

Am Tondel Jan 28, 2019

Ritzville School District/Date

Attachment 'A'

Collaboration Work: This is the ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. Collaborative teams work interdependently and in groups to create/review team norms, and to achieve goals for which members are mutually accountable, focusing on student learning and teacher practice.

Collaboration Related Activities:

What do we want students to learn?

- Identifying essential learnings (power standards)
- Curriculum alignment to standards
- Aligning team goals to Schoolwide plan
- Analyzing data to write Student Growth (SG) goals
- Common syllabus development
- Planning/reviewing pacing guide
- Collaborative unit/lesson planning

How will we know if they have learned it?

- Creating common assessment? (summative and formative)
- Sharing data from common assessments
- Collaboratively analyzing data
- Collaborative analyzing actual student work
- Reflection and monitoring of progress towards SG goals
- Collaboratively scoring of student work
- Creating, revising rubrics and assessment scales

What will we do to help students when they have not learned the material?

- Intervention analysis and planning
- Sharing strategies related to common assessment results (what worked/didn't work based on results)
- Collaborative planning based on results of common assessments
- Action research and inquiry learning (what have others tried; what are the results?)
- Sharing best instructional practices
- Book studies or other research

What will we do to extend the learning for those students who already have learned the material?

- Collaboratively planning of extension activities and groupings
- Action research (research what others have tried, plan it, try it, evaluate effectiveness)
- Sharing best instructional practices
- Plan instructional differentiation

The focus of Collaboration Time is NOT:

- A staff, IEP, or child study team meeting
- Additional daily prep time, planning time for field trips, events, etc.
- Time to assign tasks (copying, organizing, etc.) unrelated to collaboration

Collaboration Time IS to focus on student learning and teacher practice

APPENDIX A – 2019-2020 RITZVILLE SCHOOL CALENDAR

Lind-Ritzville Cooperative Schools 2019-2020 School Calendar

Approved Version - March 25, 2019

AUGUST 2019							SEPTEMBER 2019							OCTOBER 2019						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
				1	2	3	1	2	3	4	5	6	7	6	7	8	9	10	11	12
4	5	6	7	8	9	10	8	9	10	11	12	13	14	13	14	15	16	17	18	19
11	12	13	14	15	16	17	15	16	17	18	19	20	21	20	21	22	23	24	25	26
18	19	20	21	22	23	24	22	23	24	25	26	27	28	27	28	29	30	31		
25	26	27	28	29	30	31	29	30												

NOVEMBER 2019							DECEMBER 2019							JANUARY 2020						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
					1	2	1	2	3	4	5	6	7	5	6	7	8	9	10	11
3	4	5	6	7	8	9	8	9	10	11	12	13	14	12	13	14	15	16	17	18
10	11	12	13	14	15	16	15	16	17	18	19	20	21	19	20	21	22	23	24	25
17	18	19	20	21	22	23	22	23	24	25	26	27	28	26	27	28	29	30	31	
24	25	26	27	28	29	30	29	30	31	1	2	3	4							
					16															

FEBRUARY 2020							MARCH 2020							APRIL 2020						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
						1	1	2	3	4	5	6	7	5	6	7	8	9	10	11
2	3	4	5	6	7	8	8	9	10	11	12	13	14	12	13	14	15	16	17	18
9	10	11	12	13	14	15	15	16	17	18	19	20	21	19	20	21	22	23	24	25
16	17	18	19	20	21	22	22	23	24	25	26	27	28	26	27	28	29	30		
23	24	25	26	27	28	29	29	30	31											
						19														

MAY 2020							JUNE 2020							JULY 2020						
Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa	Su	M	T	W	TH	F	Sa
					1	2														
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				

- August 28 - 29 -- Staff Opening (In Ritz 28th)**
- Sept 3 -- First Day of School**
- November 1 -- End of 1st QTR**
- November 7-8 No School for Conferences**
- November 11 -- No School - Veteran's Day**
- November 27 -- 12:30 Release Thanksgiving**
- November 28-29 -- No School - Thanksgiving**
- December 23 - January 3 -- Winter Break**
- January 6-- School Resumes**
- January 20 -- No School - MLK JR Day**
- January 24 -- End of 1st Semester**
- February 17 -- No School - President's Day**
- March 27 -- End of 3rd QTR**
- April 2-3 No School - Conferences**
- April 6-10 -- Spring Break**
- May 25 -- No School - Memorial Day**
- May 30 -- Graduation**
- June 9 -- Last Day of School 12:30 Release**
- June 10,11, & 12 -- Snow Make-Up Day (If Necessary)**

	No School
	School Begins/Ends
	Teachers Only
	Quarter Ends
	EARLY RELEASE
	Late Start Monday's -- PLC Time 9:35 start time
	GRADUATION
	Snow Make-Up Days
	NO SCHOOL CONFERENCES

APPENDIX B – 2019-2020 SALARY SCHEDULE
RITZVILLE SCHOOL DISTRICT

Table of Total Base Salaries for Certificated Instructional Staff 2019-2020

Table of Total Base Salaries for Ritzville Certificated Instructional Staff
 2019-2020 Salary Grid Proposal

2.56% Increase

YEARS OF SERVICE	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	45,206	46,427	47,692	48,960	54,198	55,649	58,267	60,890
1	45,815	47,053	48,334	49,657	54,801	56,374	58,912	61,516
2	46,394	47,644	48,939	50,365	55,408	57,097	59,506	62,140
3	46,992	48,254	49,562	51,034	55,983	57,821	60,071	62,769
4	47,578	48,895	50,212	51,734	56,585	58,565	60,700	63,418
5	49,727	50,282	50,836	52,443	57,198	59,314	61,299	64,070
6	50,351	50,913	51,475	53,161	57,826	60,027	61,907	64,690
7	51,458	52,031	52,605	54,384	59,002	61,387	63,141	66,005
8	53,125	53,717	54,310	56,236	60,852	63,400	65,050	68,017
9		55,500	56,112	58,107	62,723	65,471	67,020	70,088
10			57,936	60,075	64,692	67,598	69,045	72,215
11				62,100	66,717	69,781	71,165	74,398
12				64,061	68,822	72,055	73,341	76,673
13					71,001	74,384	75,571	79,001
14					73,244	76,801	77,959	81,419
15					75,148	78,799	79,985	83,536
16 or more					76,651	80,374	81,585	85,206

<p><i>For credits earned after the BA degree but before the MA degree:</i></p> <p><i>Any credits in excess of 45 may be counted after the MA degree.</i></p>
--

Salary Schedule for the 2019-20 school year reflects a 2.56% increase by adding the .56% State Funded Professional Learning Day and 2.00% IPD.

APPENDIX C – 2020-2021 SALARY SCHEDULE
RITZVILLE SCHOOL DISTRICT

Table of Total Base Salaries for Certificated Instructional Staff 2020-2021

Table of Total Base Salaries for Ritzville Certificated Instructional Staff
 2020-2021 Salary Grid Proposal

2.66% Increase

YEARS OF SERVICE	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	46,409	47,662	48,961	50,263	55,640	57,129	59,817	62,510
1	47,034	48,304	49,619	50,978	56,259	57,874	60,479	63,153
2	47,629	48,912	50,241	51,075	56,882	58,616	61,089	63,793
3	48,242	49,537	50,881	52,391	57,472	59,359	61,669	64,439
4	48,843	50,196	51,547	53,110	58,090	60,123	62,315	65,105
5	51,050	51,619	52,189	53,838	58,719	60,891	62,930	65,774
6	51,691	52,268	52,844	54,575	59,364	61,624	63,553	66,411
7	52,826	53,415	54,005	55,830	60,571	63,020	64,821	67,761
8	54,538	55,146	55,755	57,732	62,471	65,087	66,781	69,826
9		56,977	57,605	59,653	64,391	67,212	68,803	71,953
10			59,477	61,673	66,413	69,396	70,882	74,135
11				63,752	68,492	71,638	73,058	76,377
12				65,765	70,653	73,972	75,292	78,713
13					72,890	76,363	77,581	81,102
14					75,193	78,844	80,033	83,585
15					77,147	80,895	82,113	85,758
16 or more					78,690	82,512	83,755	87,472

For credits earned after the BA degree but before the MA degree:

Any credits in excess of 45 may be counted after the MA degree.

Salary Schedule for the 2020-21 school year reflects a 2.66% increase by adding the .56% State Funded Professional Learning Day and 2.1% IPD.

APPENDIX D – EXTRACURRICULAR SALARY SCHEDULE

Supplemental contracts for extracurricular and special assignments shall be one (1) year in duration. A supplemental contract may be renewed or terminated at the sole discretion of the Board. *All extracurricular clubs or activities shall be approved by the building principal on an annual basis.

ALL PERCENTAGES WILL BE BASED ON A BASE RATE INCREASE TO \$39,500 IN 2019-2020 AND \$41,000 IN 2020-2021, at which time salary schedule will de-link from percentages at the agreed upon amount.

REA: Extracurricular pay for supplementary contracts shall be paid in twelve equal installments beginning in September payroll.

Middle School

FFA	13%
MS ASB Advisor	6%
MS Lunch Supervisor (3)	6% each (Supervisory activities coordinated with the principal)
Game Set-Up	3% {Only games played in Lind. No supervisory duties. Duties include Volleyball, Girls and Boys Basketball – setup bleachers, score clock, dust mop gym floor before games, and ice.
Class Advisor (3)	3.5% each
NHS	3%
Camp Wooten Chaperone (2)	\$400 each
K-4 Music	2% *In the event that the Lind School District position becomes K-8, the stipend would return to 6.5%
Concessions/Kennel Club	5%

High School

Band/Music/Choir	13%
FFA	13%
FBLA	6%
FCCLA/FACSE	6% * if FCCLA is not included; FACSE – 4%
HS ASB Advisor	6%
Lunch Supervisor (2)	6% each (Supervisory activities coordinated with the principal)
Co-op Assessment Coordinator	6%
Drama	4.5%
Class Advisor (3)	3.5% each
Graduation Coordinator/Senior Advisor	3.5%
Senior Project Coordinator	4%
NHS	3%
Knowledge Bowl	4%
Yearbook	6.5%

*** If Middle School publications (2%), MS drama (2%), WE Lind-Ritzville (3%), MS Knowledge Bowl (2%), Seattle Trip (2@ \$400), MS FCCLA/FACS (6%) * if FCCLA is not included; FACS – 4%, MS Yearbook (6.5%), High School Publications (4%) get reinstated as activities/classes, the supplementary contract(s) and stipend(s) will be added to the Extracurricular Salary Schedule during the next contract revision without negotiation and will be paid in the school year that the activity/class is reinstated.

During future negotiations, the supplemental salary schedule (Appendix C) will be negotiated simultaneously by a team consisting of members from both Lind LEA and Ritzville REA.

APPENDIX E – COVERAGE DURING PREP TIME
RITZVILLE SCHOOL DISTRICT

Staff member requesting reimbursement for prep time loss:

Date of coverage: _____

Coverage for: _____

How many periods covered _____

OR

(If elementary) How many minutes covered _____

****HAVE SECRETARY OR PRINCIPAL FILL OUT AND SIGN NEW FORM (2018-2019)****

Ritzville School District 160-67
APPENDIX F – CREDIT APPROVAL FORM

CREDIT APPROVAL FORM
Application to Apply Credits Earned After September 1995
To Ritzville School District Salary Schedule

The 1995 State Legislature has mandated that credits (including clock hours) earned after September 1, 1995 shall count only if the content of the course meets one or more of the State-defined criteria listed in Section 4 below. It is necessary to complete this form and establish eligibility before any credits earned after September 1, 1995 will be accepted for District salary placement. A separate form is required for each transcript or clock hour activity.

Section 1 – Employee Requesting Salary Schedule Placement

Name _____ Grade/Subject Area _____

Section 2 – College Credits

1. Course(s) Title _____

2. Credit Provider _____
(Must be approved by the State of Washington)

3. Date Awarded by Registrar _____

Section 3 – Clock Hours

1. Course(s) Title _____

2. Sponsoring Provider _____
(Must be approved by the State of Washington)

3. Date(s) of Attendance _____ Number of Clock Hours _____

Section 4 – Certification (State-defined criteria must meet one or more of the following:)

I hereby certify that the content of the course(s) in which the above described credits were earned is:

- Consistent with the District's strategic plan for improving student learning.
- Consistent with a school-based plan for improving student learning developed for the school in which the individual is assigned, in accordance with State law.
- Pertinent to the individual's current assignment or expected assignment for the following school year.
- Necessary for obtaining an endorsement as prescribed by the state board of education
- Specifically required for obtaining advanced levels of certification; or
- Included in a college or university degree program that pertains to the individual's current assignment, or potential future assignment, as a certificated instructional staff employee.

Explain specifically how these credits meet the criterion identified above:

Employee's Signature Date

Principal's Signature Date

Superintendent's Signature Date

APPENDIX G - MEMORANDUM OF UNDERSTANDING
BETWEEN THE
RITZVILLE SCHOOL DISTRICT
AND THE
RITZVILLE SCHOOL EDUCATION ASSOCIATION

The Ritzville School District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in any Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave.

ANNUAL SICK LEAVE CONTRIBUTIONS: Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible during the term of the Plan, an employee must have earned at least 180 days of unused sick leave as of the effective date of this agreement, not including any front-loaded days.

RETIREMENT OR SEPARATION FROM SERVICE CONTRIBUTIONS: Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave conversion rights during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

- Annual Sick Leave Contributions
- Retirement or Separation from Service contributions

The term of this agreement shall be from _____ to _____.
(The language in this agreement assumes the term shall coincide with the employee group's contract year).

Signed for the Ritzville Education Association Members:

Date: _____

Signed for the Ritzville School District:

Date: _____

APPENDIX H – MARZANO FRAME WORK AT A GLANCE 8 CRITERION

The Marzano Teacher Evaluation Model At a Glance Version 1.1

Criterion 1	Criterion 2	
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	
<p>Component 1.1: Providing Clear Learning Goals and Scales (Rubrics)</p> <p>Component 1.2: Celebrating Success</p> <p>Component 1.3: Understanding Students' Interests and Backgrounds</p> <p>Component 1.4: Demonstrating Value and Respect for Typically Underserved Students</p>	<p>Component 2.1: Interacting with New Knowledge</p> <p>Component 2.2: Organizing Students to Practice and Deepen Knowledge</p> <p>Component 2.3: Organizing Students for Cognitively Complex Tasks</p> <p>Component 2.4: Asking Questions of Typically Underserved Students</p>	<p>Component 2.5: Probing Incorrect Answers with Typically Underserved Students</p> <p>Component 2.6: Noticing when Students are Not Engaged</p> <p>Component 2.7: Using and Applying Academic Vocabulary</p> <p>Component 2.8: Evaluating Effectiveness of Individual Lessons and Units</p>
Criterion 3	Criterion 4	Criterion 5
Recognizing individual student learning needs and developing strategies to address those needs.	Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.
<p>Component 3.1: Effective Scaffolding of Information Within Lessons</p> <p>Component 3.2: Planning and Preparing for the Needs of All Students</p>	<p>Component 4.1: Attention to Established Content Standards</p> <p>Component 4.2: Use of Available Resources and Technology</p>	<p>Component 5.1: Organizing the Physical Layout of the Classroom</p> <p>Component 5.2: Reviewing Expectations to Rules and Procedures</p> <p>Component 5.3: Demonstrating "Withitness"</p> <p>Component 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures</p> <p>Component 5.5: Acknowledging Adherence to Rules and Procedures</p> <p>Component 5.6: Displaying Objectivity and Control</p>
<p>Student Growth 3.1: Establish Student Growth Goal(s)</p> <p>Student Growth 3.2: Achievement of Student Growth Goal(s)</p>		

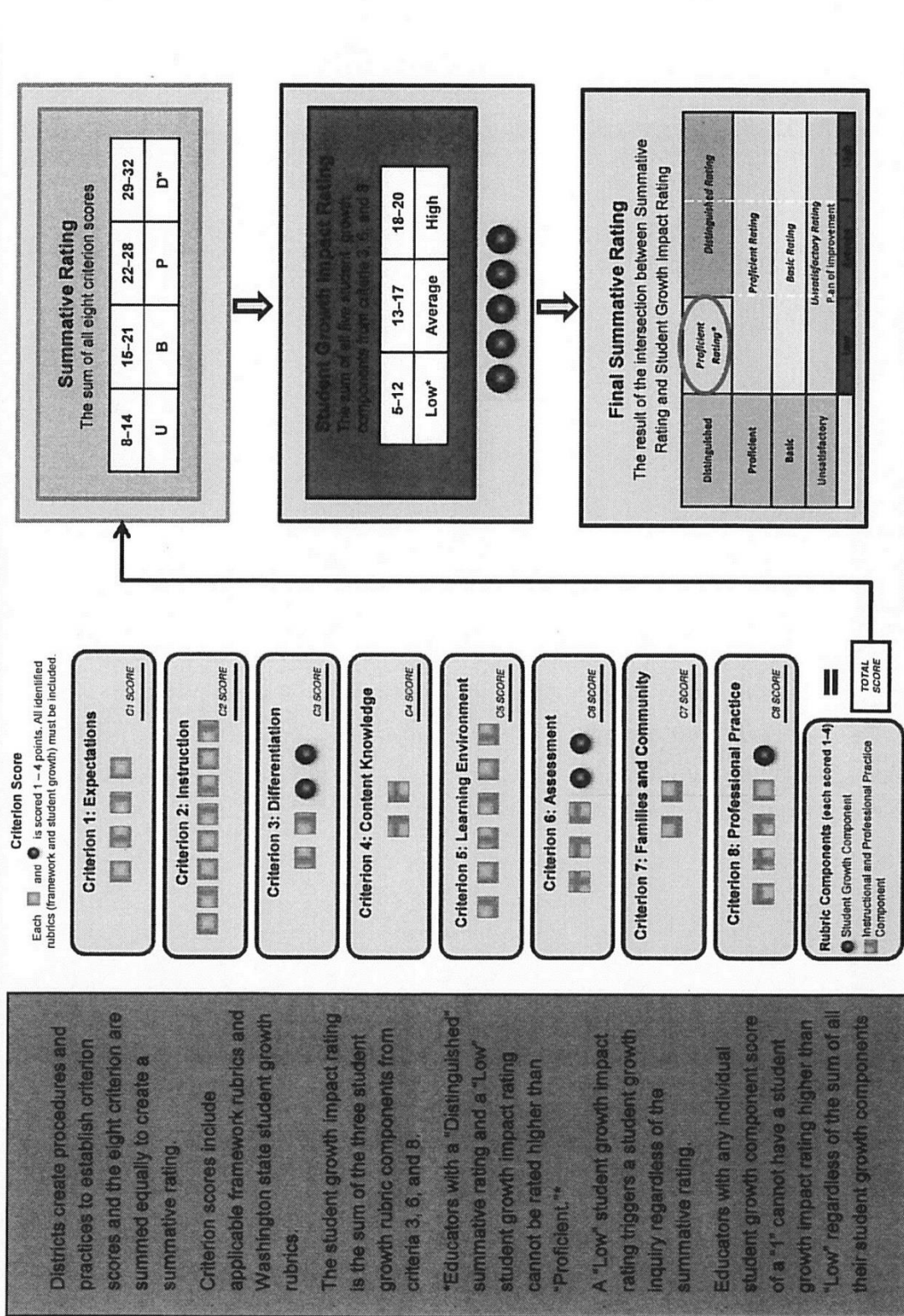
– OVER –

The Marzano Teacher Evaluation Model At a Glance
For Use in the 2014-15 School Year – Version 1.1

Criterion 6	Criterion 7	Criterion 8
Using multiple student data elements to modify instruction and improve student learning.	Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
<p>Component 6.1: Designing Instruction Aligned to Assessment</p> <p>Component 6.2: Using Multiple Data Elements</p> <p>Component 6.3: Tracking Student Progress</p>	<p>Component 7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events</p> <p>Component 7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism</p>	<p>Component 8.1: Seeking Mentorship for Areas of Need or Interest</p> <p>Component 8.2: Promoting Positive Interactions with Colleagues</p> <p>Component 8.3: Participating in District and School Initiatives</p> <p>Component 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan</p>
<p>Student Growth 6.1: Establish Student Growth Goal(s)</p> <p>Student Growth 6.2: Achievement of Student Growth Goal(s)</p>		<p>Student Growth 8.1: Establish Team Student Growth Goal(s)</p>

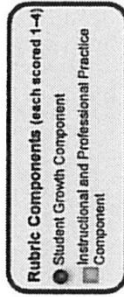
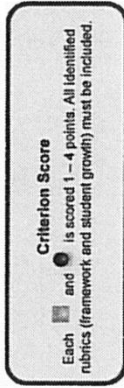
Comprehensive Evaluation – Marzano – Certificated Classroom Teacher

APPENDIX I- MARZANO SUMMATIVE RATING COMPREHENSIVE AND FOCUSED

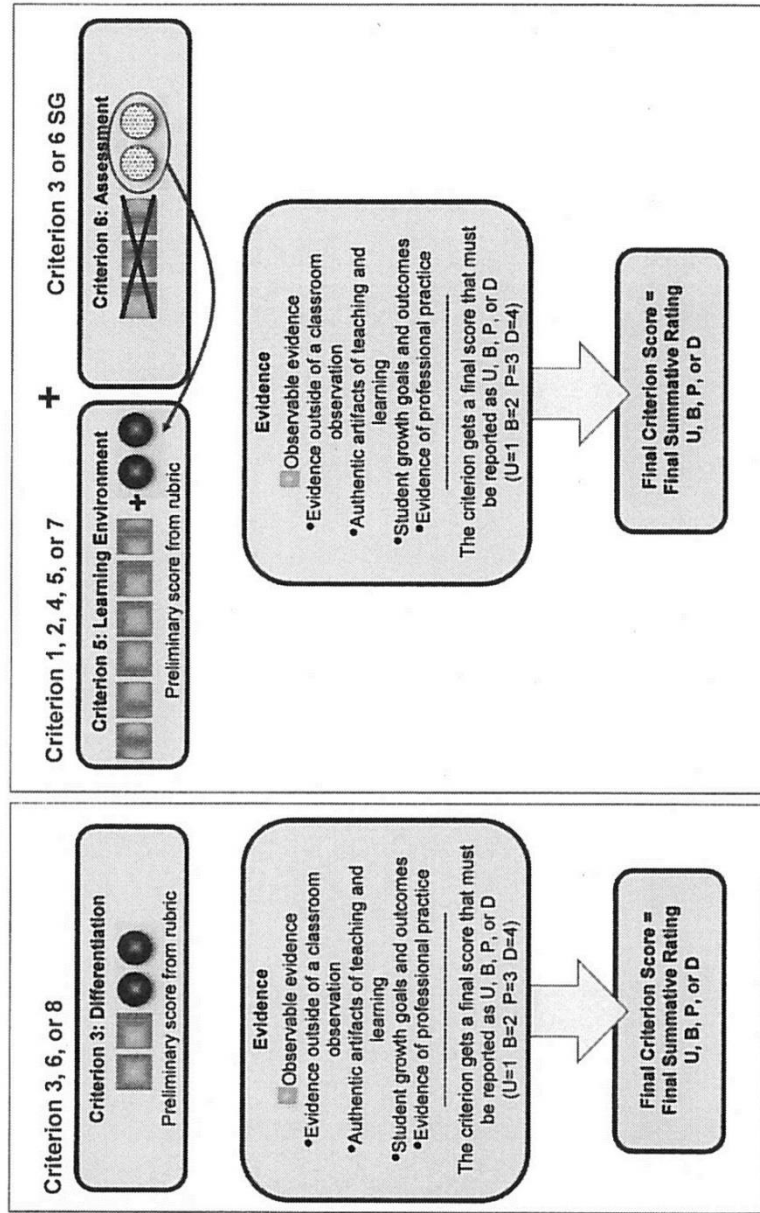


Focused Evaluation – Marzano – Certificated Classroom Teacher

The Focused Evaluation is meant for Proficient and Distinguished educators. One of the eight criteria must be assessed in every year that a comprehensive evaluation is not required. Districts create procedures and practices to establish criterion scores. Criterion scores include applicable framework rubrics and Washington state student growth rubrics. If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, the evaluator will use student growth rubrics from criterion 3 or 6. The Final Criterion Score is the Final Summative Score.



Choose... Or...



APPENDIX J – FINAL EVALUATION FORM

TEACHER: _____

Type of Evaluation

ASSIGNMENT: _____
Kind

Annual: Choose KindChoose KindChoose

Type:

Comp/FocusComp/FocusComp/Focus

SCHOOL: Choose Location Choose Location Choose Location

If Focused: N/AN/AN/A

OBSERVATION DATES AND TIMES: _____

APPRAISAL:	Criterion 1: Expectations	Score	Rating
_____		_____	_____
_____	Criterion 2: Instruction	Score	Rating
_____		_____	_____
_____	Criterion 3: Differentiation + Student Growth	Score	Rating
_____		_____	_____
	Student Growth 3.1: _____		
	Student Growth 3.2: _____		
_____	Criterion 4: Content Knowledge	Score	Rating
_____		_____	_____
_____	Criterion 5: Learning Environment	Score	Rating
_____		_____	_____
_____	Criterion 6: Assessment + Student Growth	Score	Rating
_____		_____	_____
	Student Growth 6.1: _____		
	Student Growth 6.2: _____		
_____	Criterion 7: Families and Community	Score	Rating
_____		_____	_____
_____	Criterion 8: Professional Practice + Student Growth	Score	Rating
_____		_____	_____
	Student Growth 8.1: _____		
	Total: _____	Total: _____	_____

(Criterion Scale: 4 = Distinguished, 3 = Proficient, 2 = Basic, 1 = Unsatisfactory)

FINAL SUMMATIVE SCORE/RATING: Choose RatingChoose RatingChoose Rating

STUDENT GROWTH IMPACT RATING: Choose RatingChoose RatingChoose Rating

STUDENT GROWTH INQUIRY? Yes/NoYes/NoYes/No

Teacher Comments:

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

- I wish to have a meeting to discuss this evaluation.
- I do not desire a meeting to discuss this evaluation.

Teacher Signature: _____ Date: _____

Supervisor: Choose oneChoose oneChoose one

Signature: _____ Date: _____

Step 2

A. Date Received by Superintendent _____

B. Date of Grievance Meeting _____

C. Step 2 - Superintendent Response (decision and reasons) _____

Signature

Date

D. Association Response to Step 2 _____

Signature

Date

A. Date Received by Board Chair _____

B. Date of Grievance Meeting _____

C. Step 3 - Board Response (decision and reasons) _____

Signature

Date

D. Association Response to Step 3 _____

Signature

Date

Arbitration

A. Date Submitted to Arbitration _____

B. Response and Award of Arbitrator _____

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