

Richland Education Association

Richland School District #400

2021-2022

Certificated Contract

Final Approval: September 2021

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1 **PREAMBLE**

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

4
5 **ARTICLE I - ADMINISTRATION**
6

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

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

26 **SECTION 1B. Recognition**

27 A. The District recognizes the Richland Education Association as the sole and exclusive bargaining
28 representative for all employees of the District, included in the bargaining unit as defined in paragraph B of
29 this Section for the purpose of collectively bargaining for those represented employees in the areas of wages,
30 hours, terms, and conditions of employment as provided in the appropriate RCW.

31 B. The bargaining unit shall consist of all the regular, full-time employees and those regular, part-time
32 employees who are on regular contract with the District and have been assigned at least one (1) teaching hour
33 for the entire semester or year. Certificated employees not subject to the terms and conditions of this Contract
34 shall include:

- 35 1. Superintendent
36 2. Deputy Superintendent(s) and Assistant Superintendent(s)
37 3. Principal(s) and Assistant Principal(s)
38 4. Executive Director(s), Director(s) and Assistant Directors
39 5. Administrative Coordinator(s) and Program Coordinators
40 6. Supervisors and Administrative Assistants

41 C. Positions which may be created, added or substantially restructured during the duration of this
42 agreement shall be set forth in a job description and submitted to the Association for discussion prior to
43 inclusion or exclusion in the bargaining unit and to negotiate wages, hours, and conditions of employment.
44

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

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

48 B. Those rules, regulations, policies, resolutions, or practices of the District not in conflict with this
49 Contract may be amended, rescinded, or otherwise modified by the Board.
50

51 **SECTION 1D. Contract Compliance**

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

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

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

SECTION 1E. No strike-No lockout

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

SECTION 1F. Management Rights

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

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

SECTION 1G. Conformity to Law—Savings Clause

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

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

SECTION 1H. Printing and Distribution of Contract

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

B. Approved by the Association and the Board.

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

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

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

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

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

SECTION 1I. Funding

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

ARTICLE II – BUSINESS

SECTION 2A. Definition of Terms

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

SECTION 2B. Dues Deduction

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

SECTION 2C. Association Membership

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

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

SECTION 2D. Other Deductions

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

SECTION 2E. Use of Facilities and Services

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

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

- B. The Association may post notices of their activities and matters of Association concern on a designated bulletin board provided in each faculty lounge of each building. Association material shall be clearly marked as such. All postings shall be of a non-partisan nature.
- C. The Association may use the intra-District mail and e-mail services for non-political communications to employees. Association mail shall be clearly marked as such. The REA mailbox shall be located at the Administration Building.
- D. The Association will have the right to solicit membership and collect membership dues and assessments within the buildings of the District.
- E. The Association will have the right to use the network, which includes the local Richland School District computer network as well as the Internet in support of education and research that is consistent with the mission of the District. The District reserves the right to remove the user account if it is determined that the user is engaged in unauthorized activity or is in violation of the Teaching Code of Ethics.

SECTION 2F. Pay Warrants

- A. Employees represented by the Association shall be informed by the District of the following options regarding their monthly pay warrant:
 - 1. The employee may receive his/her pay warrant directly.
 - 2. The employee may authorize the District to directly deposit the monthly warrant to a bank, credit union, or savings institution of the employee's choice.
- B. At the option of the employee, payment for extra-duty responsibilities will be made in one of two ways:
 - 1. Over the remaining months of the teaching contract, commencing with the start of the activity. Payments over the remaining months will have the IRS withholding at the rate specified by law.
 - 2. In a lump sum payment when the activity has been completed. Payments in lump sums will be paid during the next pay period following the completion of the activity. IRS withholding will be at the rate specified by law.
- C. Pay warrants shall be distributed in such a way as to insure privacy.

ARTICLE III – PERSONNEL

SECTION 3A. Definition of Terms

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

SECTION 3B. Employee Rights

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

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

G. Solicitation among Certificated Employees:

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

H. Gratuities:

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

SECTION 3C. Academic Freedom and Responsibility

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

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

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

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

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

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

SECTION 3D. Grievance Procedure

A. Definitions

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

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

C. Procedure

1. Level One Immediate Supervisor

- a. An employee making a grievance shall present in writing to their immediate supervisor the grievance form within thirty (30) contract days following the occurrence of the violation or alleged violation of this Agreement. If the Association is notified by the employee of a contract violation, the Association shall have thirty (30) contract days following notification to file the grievance or sixty (60) contract days from the date of the occurrence of the violation, whichever occurs sooner.
- b. The immediate supervisor shall meet with the grievant within five (5) days of receipt of the grievance to discuss the alleged violation of the Agreement. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.
- c. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five (5) days of such meeting, the grievance may be appealed in writing to Level Two, with a copy simultaneously provided to the Association. The Level Two grievance shall be filed in writing with the Superintendent within five (5) days of the grievant’s receipt of the Level One response.

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

grievant(s), Association representative(s), and witnesses, shall be borne by the party calling the witness or otherwise incurring the expense.

5. **Mediation**

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

D. **Time Limits**

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

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

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

G. **Miscellaneous**

1. The grievant or Association may initiate a grievance at Level Two if (a) the grievance arises from action or inaction of the District above the principal or immediate supervisor, or (b) the grievance asserts the existence of an immediate and continuing threat to the safety and welfare of staff or students. If after reviewing such a grievance the Superintendent or designee believes it would more appropriately commence at a lower level, the grievance may be referred back to Level One.
2. When it is necessary for the Association President to attend a grievance meeting or hearing during the day, she/he may be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested by the District to appear in such investigations, meetings, or hearing as a witness will be accorded the same right.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and Association and attached to this Agreement as appendices.
5. Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration or mediation, or at any other mutually agreed step.

6. A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to present and state its views at all grievance meetings. Any agreement reached with a grievant without the knowledge of the Association shall be binding only upon the specific grievant and shall not be considered binding upon the Association in future cases.

H. **Expedited Arbitration:** At the option of the Association or District, or by mutual agreement, the arbitration may be held under the Expedited Rules of the American Arbitration Association.

SECTION 3E. Access to Personal Data

A. The District personnel file(s) on any employee in the possession of the District, its employees, or agents shall not be withheld at any time from the inspection of the employee, pursuant to appropriate RCW/WAC.

B. College and/or university credentials, which are retained by the District, are subject to review by the employee under the appropriate RCW/WAC.

C. The employee(s) shall be notified within five (5) school days of additions to the employee's personnel file if such additions are derogatory. The employee shall be allowed to attach a written comment to any material in his/her file.

D. The District will honor requests for information about present and former employees if requests are made or approved by the employee and are not foreseen to be detrimental to the District.

E. For employment purposes, the listing of the District as a reference source or employer shall constitute an authorization for the District to release personnel information.

F. No secret, duplicate, alternate or other personnel file shall be kept by the District except that a separate working file may be kept by the individual building principal or other designated evaluators. Such files shall be open for inspection by the employee. No information contained in this file without the employee's knowledge may form the basis for any reprimand, warning, discipline, or adverse effect, unless said information was transmitted to the personnel file within the same school year it was obtained. The evaluator's file is not part of the personnel file and all materials not transmitted to the permanent personnel file shall be destroyed or appropriately disposed of one calendar after the date of a specific incident. Archived investigation notes and materials in the Human Resources Department are exempt from the parameters of this section.

SECTION 3F. Certificated Employee Protection

A. The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse that employee while he/she is performing contracted duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the County Prosecutor for purposes of processing the case. The District expects that employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

B. The District agrees to provide reimbursement to staff for loss of personal property or damage thereto when damage or loss occurs when the property is located on the grounds or buildings of the school district for purposes related directly to job-related responsibilities. Such property shall be registered with the Building Principal upon entry and notification shall be given to the office when the personal property is removed from the employee's assigned area of work. Such obligations shall be limited to a maximum claim of five hundred dollars (\$500) per employee in any school year or two hundred fifty dollars (\$250) per incident.

1. The District agrees only to pay losses to personal vehicles under the deductible clause of the employee's personal vehicle insurance up to \$500. This coverage will exist for personal vehicles while they are located on school property while the employee is involved in school activities or school business.

2. Other items of personal property will be covered as stated in paragraph B only after they have been listed and registered, giving a reasonable replacement cost, with the Building Principal. In the event that the Principal determines that the District should not be responsible for damage or loss of certain personal items, he shall so notify the employee. Effective upon delivery of such notice, the District shall assume no responsibility with respect to any such item. Employees are encouraged to seek approval of the Principal prior to bringing personal property to school.

3. If any damaged or lost item is insured under personal insurance policies, the District shall be responsible for that portion of reimbursement not obtained from such carriers up to the limits of coverage set forth in this Section. In no case will the District accept liability for lost cash, checks, money orders, or jewelry.

4. The employee must report the theft, vandalism, or assault to the appropriate police officials within seventy-two (72) hours of knowledge of the incident.

C. The Board will maintain a public liability insurance policy that will provide coverage for employees of the District for liability incurred by the employee while acting as an agent of the District within the scope of employment.

D. Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary for the period of his/her absence to the limit of his/her accumulated sick leave less the amount of any workmen's compensation award made for disability due to said injury. Such absence will be charged to the employee's annual or accumulated sick leave in a pro-rated amount as workmen's compensation bears to the employee's daily sick leave.

E. An employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor.

1. The supervisor shall notify the Superintendent and if necessary, the police.

2. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety.

3. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.

F. In the event that the District, or any administrative staff, becomes aware of a threat made to an employee's life or personal property; the threatened Employee shall be immediately notified (before the end of the workday that the threat becomes known).

1. The student making the threat will be immediately suspended or removed from any classes with the teacher until the matter has been thoroughly investigated; the administration, parents, and law enforcement notified; and it is determined that no danger to the certificated staff member or property remains.

2. Immediate steps will be taken, in cooperation with the employee, to provide for the employee's safety.

3. The administrator and affected employee will determine whether the entire staff of the school where the student resides will be notified of the nature and severity of the threat, and the measures taken to ensure safety.

G. In the event that a student brings a life-threatening weapon onto school property the staff shall be apprised, in a timely manner, of the situation and the steps taken by administration to intervene and assure safety to students and staff.

H. In the event that a student makes a threat to the life of another student, the staff will be notified of the threat and intervention steps taken.

I. A student's prior criminal history shall be provided to any certificated staff who has regular contact with that student prior to their enrollment in the school pursuant to the appropriate RCW or WAC.

J. Schools will request student records of disciplinary action for all newly enrolled students pursuant to the appropriate RCW or WAC.

ARTICLE IV - EVALUATION AND PROBATION NON-TPEP

Certificated Employee Evaluation Procedure

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

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

SECTION 4A. Definition of Terms.

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

SECTION 4B. General Criteria

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

SECTION 4C. Evaluation Formats

A. Provisional Status:

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

B. Standard Form

1. The number of observations may vary according to individual employee needs. Total observation time in this category shall not be less than sixty (60) minutes for each school year.
2. Evaluators shall conduct at least two (2) formal observations per school year, one in each semester, unless documented extenuating circumstances exist.
3. The maximum number of formal observations or series of formal observations shall be five (5) in one (1) contract year. Employees on Probation as defined in Section B of this Article are exempt from this provision.
4. Additional formal observations may be scheduled upon mutual agreement between the employee and evaluator.

C. Short Form:

1. After an employee has four (4) years of satisfactory evaluations under the current standard evaluation process, an employee with the endorsement of the building principal may elect to go on the short form method of evaluation.
2. If the building administrator denies participation in a short form evaluation by a staff member, the reasons shall be stated in writing.
3. Employees new to a building or to the District will be on the Standard Evaluation format for their first year. They may request to go on the short form format the next year, if they meet the requirement of having four (4) total previous years of satisfactory evaluations.
 - a. Employees with at least three (3) years of District experience who transfer into a newly-opening, brand new school may be exempted from this requirement.

D. The short form evaluation shall consist of either:

1. A formal observation or series of observations, totaling at least thirty (30) minutes during the school year with a written summary, or
2. At least two (2) observation periods during the school year totaling sixty (60) minutes without a written summary of such observations being prepared and a final written evaluation using the regular criteria.
3. The standard evaluation process shall be followed at least once every four (4) years and an employee or evaluator may request that the standard evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory as under the standard evaluation process, nor as probable cause for the non-renewal of an employee's contract.

E. Professional Growth Plan (PGP):

1. The major focus of the PGP is the quality of instruction and the improvement of education experiences for students. The PGP will expand and improve employee performance through professional goal setting, data collection, peer support and continuous assessment. Participation and work done while participating in the PGP may not be used for determining that an employee's work is unsatisfactory or as a basis from probation.
2. Criteria for Participation:
 - a. Participation by an employee is to be voluntary with the approval of the evaluator.
 - b. If participation by an employee is denied the reasons shall be stated in writing
3. Four (4) total previous years of satisfactory evaluations are required for participation.
4. Employees new to a building or to the District will be on the Standard Evaluation Format for their first year. They may request to go on a PGP the next year, if they meet the requirement of having four (4) total previous years of satisfactory evaluations.
 - a. Brand new, newly-opening schools are exempt from this requirement and employees will have the choice to remain on the PGP if allowed by statute.
5. Approval for participation in the PGP shall be requested annually by the employee.
6. An employee may remain on the PGP for three (3) years after which time they will rotate off for one (1) year to be evaluated using the standard evaluation. A PGP can be continued parallel to the standard evaluation as agreed to with their evaluator.
7. An employee may request a fourth or fifth year on the Professional Growth Plan. If the evaluator is concerned that minimum criteria as required by the State statutes are not being met during the employee's Professional Growth Plan, the evaluator will inform the employee in writing the request has been denied.

F. Professional Growth Design

1. Prior to October 1 of each year the employee shall request to participate in the PGP. The employee shall then present a copy of their PGP to the evaluator for approval. (See Appendix A)
2. Goals must be selected in accordance with their impact to student learning and/or employee performance,
3. Goals must support curriculum, assessment, and/or instruction.
4. A teacher may choose to develop an additional professional certification, advanced degree, or additional endorsement.

G. Data Collection

1. The purpose of data collection is to provide information, which will allow the employee to assess progress towards the achievement of goals.
2. The employee is encouraged to gather input from a broad base of persons affected by his or her professional performance.
3. Data collection may include the following:
 - a. Observation by evaluator
 - b. Student assessment devices
 - c. Parental assessment devices
 - d. Self-evaluation
 - e. Recording devices
 - f. Research
 - g. Support group observation critique

H. Support Group

1. The support group shall consist minimally of the employee and evaluator and shall be established at the sole discretion of the employee.

I. Meetings

1. Meetings shall be scheduled when deemed necessary by the employee to discuss and make further suggestions for accomplishments towards goals.
2. The evaluator and employee shall meet at least three (3) times annually to discuss the PGP.
 - i. The first meeting shall be held to discuss the employee's PGP. A revised PGP may be submitted after this meeting.
 - ii. The second meeting shall be held to discuss the employee's progress toward goals.
 - iii. The last meeting shall be prior to the last contracted school day to discuss goal progress and assessment and bring closure to the process for the current school year. The purpose of the meeting shall be to complete the final evaluation form (Appendix A) and establish satisfactory teaching performance by the employee for the contracted year.

J. Materials

1. Materials, records, or portfolios developed as a result of the employee's participation in the PGP shall be the property of the employee and shall not be retained in the employee's personnel file or used by the district for evaluation.

K. Duration

1. If the evaluator is concerned that minimum criteria as required by state statutes are not being met during the employee's Professional Growth Plan, the evaluator will inform the employee in writing and schedule a meeting within five (5) school days to discuss the areas of concern.
2. A written summary shall be made available to the employee within five (5) school days of the meeting and if the deficiencies have not been addressed within twenty (20) days of the initial concern, the evaluator shall meet with the employee to schedule formal observation(s).
3. While determining that the employee meets minimal criteria, he/she may remain in the Professional Growth Plan.
4. If the evaluator is still not satisfied that the minimum criteria as required by the state can be maintained by the employee while on a Professional Growth Plan, the evaluator may choose to place the employee on a standard evaluation plan for the remainder of the year and complete a summative evaluation based upon formal observation(s).

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

SECTION 4D. Procedure for Formal Observation

- A. Employees shall be informed of the observation and evaluation process and its purpose at a meeting no later than September 30th each school year. A separate meeting shall be held with new employees.
- B. Formal observations shall have the following characteristics:
1. Shall be at least ten (10) minutes in length, as part of a formal series of observations.
 2. At least one (1) observation of thirty (30) minutes or a series of formal observations totaling at least thirty (30) minutes shall be done by mutual consent between the employee and evaluator.
 3. A pre-observation conference shall be held between the evaluator and the employee no less than one (1) day prior to each observation to have a conversation regarding goals, expectations, specifics to be observed, etc. In preparation for the pre-observation conference, the evaluator may provide a set of discussion prompts to the employee to guide the conversation. Written documentation will not be required.
 4. A post-observation conference between the evaluator and the employee shall be held within five (5) school days after the initial observation or series of observations. The five-day timeline may be extended by mutual agreement. The purpose of this conference is to discuss the qualities of the employee's effectiveness and to make suggestions for improved performance where needed.
 5. The teacher observation worksheet will be provided to the employee within three (3) school days of the post-observation conference. This timeline can be extended by mutual agreement.
 6. Any criterion marked "needs improvement" on an initial observation worksheet shall become a focus of a subsequent observation. If the employee agrees to accept assistance, a plan will be established to assist the employee. The employee will be afforded the opportunity to participate in the development of a professional assistance plan. This plan may include a selection of goals, a timeline for achieving them, and resources that will be provided to assist the employee in meeting the evaluative criteria. Resources may include, but are not limited to: working with another employee, receiving peer coaching, taking course work, and/or being provided various materials.
- C. The evaluator and certificated staff who do not use the regular form shall meet prior to November 1 and establish the methods of observation to be used.
- D. Any adverse comment that is used in any manner in observing an employee will be promptly reviewed with the employee during the post-conference.
- E. The employee shall be given the opportunity to respond and/or refute such adverse comment.
- F. Adverse comments without basis shall not be used in the teacher observation worksheet.
- G. The evaluator is responsible for observing the employee under a variety of circumstances
- H. All observations shall consist of direct observation and other observable supplemental data unless the employee and evaluator have agreed to an alternate plan.
- I. It is recognized that various factors not directly related to employee competence may influence the employee's effectiveness. Among the factors to be considered by the evaluator are the following:
1. Workload
 2. Adequacy of supplies and equipment
 3. Physical facilities
 4. Preparation time for the employee
 5. Administrative support in dealing with disciplinary problems
 6. Responsibility for exceptional pupils
 7. Unique situations (films, assemblies, proximity to vacations, employee health, etc.)
- J. An employee shall notify the evaluator in writing within one (1) work week following the post observation conference of any factors listed in Section I which, in the employee's judgment, could adversely affect the employee observation worksheet.
- K. If any of these conditions adversely affect the performance level of the employee, the observation worksheet shall duly note these specific conditions.
- L. Observation worksheets are for the temporary use of the evaluator and employee and shall not become a permanent part of the employee's personnel file.

SECTION 4E. Procedure for Formal Evaluation

- A. The employee shall sign the final evaluation form following a review with the evaluator. Such signing need not indicate concurrence with the evaluation, only that the employee received and read the evaluation.
- B. The employee may write a disclaimer on or appended to the evaluation form. Such disclaimer shall become a part of the evaluation in the employee's personnel file.
- C. After the evaluation conducted pursuant to the appropriate RCW or WAC, the evaluator may require the teacher to take in-service training provided by the district for skills needing improvement and may require the teacher to have a mentor for the purposes of achieving such improvement.
- D. Each employee shall, at the conclusion of the final evaluation of the school year, be provided a copy of the completed evaluation form to be retained in his/her personnel file.
- E. An employee contracted forty-five (45) school days or longer in an assignment prior to transfer to another District supervisor's jurisdiction shall be evaluated at the time of transfer.
- F. If an employee resigns, the evaluation form shall be completed prior to the resignation date, if possible.
- G. Itinerant employees shall be evaluated by a Special Programs Director or designee, or other supervisor designated by the Superintendent or his/her designee for whom the itinerant employee works. All other supervisors that are served by the itinerant employee shall have the opportunity to provide input into the employee's evaluation.
- H. Special Education staff, other than itinerant staff, and State and Federal program staff, are to be evaluated by building administrators, and/or Special Programs, or designee.
- I. Any criteria marked "Needs Improvement" on an initial observation worksheet shall become a focus of a subsequent observation. If the employee agrees to accept assistance, a plan will be established to assist the employee. See Section 4.D.B(f).
- J. Where there exists a reasonable belief by the employee that they cannot receive a fair, unbiased evaluation from their assigned evaluator, a second observer, mutually agreed to by the Association and the District, will be assigned. In the case where the District, Association, and Employee cannot agree on either the need or the identity of a second observer the Association may provide a second observer at Association expense. Teachers on probation shall be entitled to an additional evaluator as set forth in Subsection K, Probation, below.
- K. Probation:**
1. If it becomes necessary to place an employee on probation, such action shall be based on the evaluation criteria contained in this agreement.
 2. If an employee is to be placed on probation, the Superintendent will notify the employee in writing of his/her probationary status between October 15th and February 1st.
 3. The notification for probation shall include the following:
 - a. The specific areas of performance deficiencies
 - b. A reasonable program for improvement of the identified deficiencies
 4. The evaluator as identified in Section 4A of this Contract shall supervise the probation; however, the evaluator, may authorize additional supervisory employees to evaluate the employee on probation and to aid the employee in improving his/her area(s) of deficiency. Should the evaluator not authorize such additional evaluator, the employee may request that an additional employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.
 5. A probationary period of sixty (60) school days will be established ending no later than May 15th.
 6. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
 7. The employee may be removed from probation if he/she has demonstrated consistent improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of probation.
 8. Written documentation shall be provided for any employee who does not show indicated improvement. This shall constitute grounds for non-renewal or placement into an alternative assignment. Written notification shall be made to the employee. The employee shall have the opportunity to attach a written statement.
 9. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program the employee may be

870 removed from his/her assignment and placed into an alternative assignment for the duration of the school
871 year. This reassignment may not displace another employee nor may it adversely affect the employee's
872 compensation or benefits for the remainder of the contract year. If such a reassignment is not possible,
873 the district may place the employee on paid leave for the balance of the contract term.
874 10. Any materials in the employee's personnel file related to his/her probationary status shall be removed
875 upon written request from the employee to the Human Resources Department when two (2) years have
876 elapsed since removal from probationary status.

ARTICLE V-EVALUATION AND PROBATION: TPEP

SECTION 5A. Purpose

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

SECTION 5B. Evaluator Qualifications

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

SECTION 5C. Applicability of Evaluation Processes

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

SECTION 5D. Professional Development

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

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

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

A. Definitions

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

B. State Evaluation Criteria:

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

C. Instructional Framework

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

D. Criterion Performance Scoring

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

2. After scoring each component, the evaluator will determine the final criterion score based on a majority of the evidence.
- E. Summative Performance Rating**
- A classroom teacher will receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:
1. 8-14—Unsatisfactory
 2. 15-21—Basic
 3. 22-28—Proficient
 4. 29-32—Distinguished
- F. Student Growth Criterion Score**
1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 - a. 5-12—Low
 - b. 13-17—Average
 - c. 18-20—High
 2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It may include teacher initiated formal and/or informal assessments of student progress. Student achievement that does not show growth between two points in time in the same school year will not be used to calculate a teacher's student growth criterion score, except by mutual agreement between the evaluator and teacher. Evaluators will not consider school-wide or District-wide test scores when evaluating classroom teachers unless agreed to by the individual teacher in the goal setting/pre-observation conference.
 3. If a teacher receives a Comprehensive Distinguished summative score and a Low student growth score, they must be automatically moved to the Comprehensive Proficient level for their summative score. If a teacher receives an overall student growth score of "Low" on the student growth components, it will trigger a required student growth inquiry plan. Within two months of receiving the low student growth score or at the beginning of the following school year, the teacher and evaluator will mutually agree to engage in one of the following:
 4. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
 5. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
 6. Schedule monthly conferences focused on improving student growth to include one or more of the following topics:
 7. Student growth goal revisions, refinement, and progress;
 8. best practices related to instructional areas in need of attention;
 9. Create and implement a professional development plan to address student growth areas.

SECTION 5F. Procedural Components of Evaluation

- A. **Notification:** The teacher will be notified by September 15 each year, or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation. Pursuant to RCW [28A.405.100](#), either the teacher or the evaluator may initiate a change from focused to comprehensive evaluation.
- B. **Student Growth Goal Setting:** By October 15 each school year, the teacher will determine a student growth goal for the appropriate component or components of SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal. (**Appendix #**).
- C. **Artifacts and Evidence:** It will be the responsibility of the evaluator to collect artifacts and evidence necessary to complete the evaluation. All information collected will be shared with the teacher.

- 1037 D. The teacher may, but is not required to, provide additional artifacts and evidence to aid in the assessment
1038 of the teacher's professional performance against the instructional framework rubric, especially for those
1039 criteria not observed in the classroom. The evidence provided by the teacher will be utilized in
1040 determining the final evaluation score.
- 1041 E. **Record-Keeping:** The District will adhere to the following:
- 1042 a. A copy of the final framework rubric, teacher's written comments, if provided, and forms will
1043 be included in the teacher's personnel file.
 - 1044 b. Evaluators will share any collected evidence with the teacher within five (5) contract days and
1045 allow teachers to add comments or additional evidence.
 - 1046 c. Teachers will not be required to share self-assessment information.
 - 1047 d. Any and all data kept for evaluation will be considered confidential, and not be subject to public
1048 disclosure except to the extent required by law.
 - 1049 e. In the event electronic means are used for record keeping, teachers will have access to the
1050 electronic record system at such time as it is agreed to by the parties. The necessary equipment
1051 needed to use any adopted electronic system will be provided by the District for each affected
1052 employee.
- 1053 F. **Electronic Monitoring:** All observations will be conducted openly. Mechanical or electronic devices
1054 will not be used to listen to or record the procedures of any class without the prior knowledge and consent
1055 of the teacher. If the teacher grants consent for electronic monitoring, they may revoke consent at any
1056 time in writing to their evaluator.
- 1057 G. **Additional/Alternate Observer:** Where there exists a reasonable belief by the employee that they
1058 cannot receive a fair, unbiased evaluation from their assigned evaluator, a second observer, mutually
1059 agreed to by the Association and the District, will be assigned. In the case where the District, Association,
1060 and Employee cannot on agree on either the need or the identity of a second observer the Association
1061 may provide a second observer at Association expense.
- 1062 H. Teachers on probation will be entitled to an additional evaluator as set forth in Section 5K, below.

1063
1064 **SECTION 5G. Comprehensive Evaluation Process**

- 1065 A. A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for
1066 focused evaluations must complete a comprehensive evaluation once every four years.
- 1067 B. **Pre-Observation Conference:** At least one pre-observation conference will be held before the first
1068 formal observation or series of observations. The purpose of the pre-observation conference is to discuss
1069 the employee's goals, establish a date for the formal observation or series, and to discuss such matters as
1070 the professional activities to be observed, their content, objectives, strategies, and possible observable
1071 evidence to meet the scoring criteria. Additional pre-observation conferences may be held at the request
1072 of the evaluator or teacher.
- 1073 C. **Formal Observation:** Each employee will have at least one prearranged formal observation conducted
1074 within the first ninety (90) contract days of the school year unless documented extenuating circumstances
1075 exist. The total annual observation time cannot be less than sixty (60) minutes. At least one formal
1076 observation will occur of not less than 30 minutes in length. The remainder of the required sixty (60)
1077 minutes may be comprised of a series of "drop-in" observations each being not less than ten (10) minutes
1078 in length or an additional formal observation.
- 1079 D. An employee in the third year of provisional status as defined in RCW 28A.405.220 will be observed at
1080 least three (3) times in the performance of his or her duties and the total observation time for the school
1081 year will not be less than ninety (90) minutes.
- 1082 E. Teachers will be notified at least 48 hours prior to a formal observation. Observations will not take place
1083 the first week of the school year.
- 1084 F. The evaluator will document all formal observations using the negotiated form (see Appendix A) and
1085 provide the information to the employee within three (3) days following the observation date and at least
1086 one (1) day prior to the post observation conference.
- 1087 G. The teacher will be provided the opportunity to submit additional evidence to aid in the assessment of
1088 the teacher's professional performance against the instructional framework rubric, especially for those
1089 criteria not observed in the classroom. The evidence provided by the teacher will be utilized by the
1090 evaluator in determining the final evaluation score.

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

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

SECTION 5H. Focused Evaluation Process

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

SECTION 5I. Provisional Employees

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

SECTION 5J. Probation

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

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

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

SECTION 5K. Non-Renewal (Discharge)

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

SECTION 5L. Probable Cause

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

SECTION 5M. Evaluation Results

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

- 1305 4. To document performance by a teacher judged unsatisfactory based on the District evaluation
1306 criteria.
- 1307 B. Evaluation results will not be:
- 1308 1. Shared or published with any teacher identifying information.
- 1309 2. Shared or published without notification to the individual the Association.
- 1310 3. Used to determine any type of base or additional compensation.
- 1311 4. Considered an adverse effect on an employee's contract or as a step in progressive discipline.

ARTICLE VI - ASSIGNMENT, TRANSFER AND VACANCY

SECTION 6A. Definition of Terms

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

SECTION 6B. Assignment, Transfer, and Vacancy

- A. Employees shall be **assigned** in accordance with the regulations of the State Board of Education and shall not, except for good cause, be assigned subjects and/or grade or other classes outside of their teaching certificates and/or their major or minor fields of study.
- B. Written **notification of school placement** shall be provided to all affected employees by June 1 of the current school year, if known.
 - 1. In other cases, personnel will be notified as soon as placement is known.
 - 2. In the event that it becomes necessary to transfer or reassign employees following said notification, the immediate supervisor or the District shall inform the affected employee of the reason(s), in writing.
- C. No later than March 1 of each academic year, the District shall post a District **seniority list** at each site. A District seniority list, sorted by date, shall be sent to the Association President.
- D. Assignment/Reassignment:
 - 1. By March 31st annually, the District will notify building principals of their projected staffing allocations for the upcoming school year. Building principals will communicate staffing allocations to all staff.
 - 2. Through June 15th or the last day of year, whichever is later, open positions shall be posted in-building for five (5) contract days.
 - a. Any position not filled in-building within five (5) contract days shall be posted in-district for a minimum of five (5) contract days.
 - b. Positions not filled after five (5) contract days in building and five (5) contract days in-district shall be posted out-of-district with preference being given to in-building, in-district staff.
 - c. If a position is not filled with a qualified in-building or in-district applicant in accordance with posting timelines outlined in a. and b. above, applicants may then be selected from the pool to fill the position from out-of-district.
 - 3. Employees who are to be administratively reassigned to another subject or grade level shall be notified within the first round of in-district postings, if possible.
 - a. In determining such assignments, principals will consider evaluations, qualifications, endorsements, seniority and employee interests.
 - 4. Employees shall have access to information regarding available assignments in their building prior to placement of employees in those assignments for the subsequent year.

1366 5. Employees to be administratively transferred follow process in K. below
1367

1368 E. Part-time employees with at least 0.4 FTE possess the same assignment/transfer rights as full time (1.0)
1369 FTE employees.

1370 F. Employees who wish to apply for a posted position shall indicate their interest using the on-line application
1371 system, no later than the fifth (5th) school day following the posting of such vacancy or before the advertised
1372 closing date for the position if during the summer months.

1373 G. If a **vacancy is filled during the current year**, in-district employees not selected shall receive a letter
1374 within thirty (30) school days after the vacancy is filled. Such notice shall include the reason(s) for non-
1375 selection.

1376 H. If a **vacancy is filled during the summer months**, the District shall notify each in-district employee
1377 whose application was not successful stating the specific reason(s) for non-selection. This notification shall
1378 be in writing.

1379 I. Qualified employees who desire a transfer to a **vacant position** shall be considered on the basis of the
1380 District's job announcement and selected before applicants from outside the Bargaining Unit, between the
1381 first contracted day and June 15th or the last day of the school year, whichever is later.

1382 1. The building reassignment preference does not apply if special certification is required for a posted
1383 vacancy.

1384 2. To apply for a vacancy, the employee's most recent Evaluation Summary must not have any
1385 categories marked "needs improvement", or for classroom teachers, the overall summative evaluation
1386 score must not be "Unsatisfactory". Also, the employee must not be on probation at any point in the
1387 contract year.

1388 3. If more than one District employee is acceptable for the position, the most senior employee shall be
1389 selected when qualifications are substantially equal.

1390 4. Where an employee's voluntary transfer into a position will cause the District a loss of funding under
1391 state or federal regulations, (i.e., "out of endorsement"), the employee will be responsible to take the
1392 steps needed to remedy the situation. The District shall provide the employee assistance and support,
1393 excluding financial support, in fulfilling the necessary requirements. Failure to remedy the funding
1394 issue(s) within the first year in the new assignment may result in the employee being administratively
1395 transferred into a position which prevents such loss of funding.

1396 **J. Vacancies During the School Year:** When a vacancy occurs during the school year, it shall be filled
1397 by a replacement employee or employee application.

1398 **K. Administrative Transfers:**

1399 1. Transfers initiated by administration may be made only for the following reasons:

- 1400 a. Excess staff due to decline in student enrollment,
1401 b. School closure or boundary reorganization,
1402 c. Program needs of a school or program and
1403 d. Conflict between employees within a grade level or department that creates a disruption of
1404 the educational process and/or serious problem within the grade level, department or
1405 building.

1406 i. Before such transfers are made, the following steps will be taken if requested by one
1407 (1) or more of the affected employees:

- 1408 I. Informal conflict resolution
1409 II. Meeting between the employees, their principal and an Association
1410 representative to discuss issues and possible solutions or accommodations
1411 III. Formal mediation
1412 IV. Meeting with the employees, principal, Association representative, and the
1413 District to discuss transfer options.

1414 ii. In cases of conflict, the following criteria will be considered in selecting the
1415 individual(s) to be transferred:

- 1416 I. available positions,
1417 II. teacher preferences (including volunteering to transfer),
1418 III. qualifications
1419 IV. the willingness of individuals to resolve the conflict,

- V. The unique details related to the conflict.
2. Prior to the selection of any unit member for administrative transfer, the District shall notify all unit members at the affected site or program of the potential for administrative transfer(s) to allow voluntary transfers from the site. This does not apply to 1d) above.
 3. Notice of an administrative transfer shall be given to the affected employee and the Association president as soon as the decision to transfer is determined.
 - a. The least senior employee will be selected providing program requirements can be met and the employee qualifications are substantially equal unless a more senior employee volunteers to transfer. This does not apply to 1.d. above.
 4. An administrative transfer shall be made after the Executive Director of Human Resources, who shall give reasons for the transfer, has personally contacted the affected employee. The transferred employee is entitled to discuss his/her personal desires at that time.
 5. When requested, an employee to be transferred during the school year shall be released from teaching for up to three (3) school days or be paid three (3) days of pay at per diem at the employee's option to prepare for the new assignment.
 - a. The release time must be scheduled within one (1) week of the transfer date.
 - b. The District will inform the affected employee of this option to receive release time.
 - c. The affected employee who is required to transfer during the school year may request, from their supervisor, the assistance of classified employee(s) to help move the transferee's instructional materials.
 6. Administrative transfers shall be limited to one every three (3) years.
 7. Unit members who have been administratively transferred shall have the **right of first refusal** at the site from which he/she was administratively transferred provided he/she are qualified for said position for a period of three (3) years. First right of refusal is after the in-building movement is done and there is an "open" position in the building. When two or more administratively transferred unit members qualify under this section; the vacant position shall be filled by the most senior unit member.
 - a. First right of refusal is after the in-building movement is done and there is an "open" position in the building.
 - b. When two or more administratively transferred unit members qualify under this section, the vacant position shall be filled by the most senior unit member.
 8. If an employee is administratively transferred into a position that will cause the District a loss of funding under state or federal regulations, the District shall provide the employee assistance and support, including payment of associated costs and compensation for the employee's time, in fulfilling the necessary requirements.
 9. When an employee is reassigned to a position that requires the employee to become highly qualified, the District will reimburse the employee for the cost of taking and successfully completing the necessary test. Examples of this would be the West E or NES or similar.
- L. **Transfers Occasioned by School Closures or Program Reductions:**
1. Employees affected by building closures or program reductions will be placed in vacant positions first.
 2. Every attempt shall be made to determine staff interests and preferences.
 3. In the event a position is desired by more than one employee, the most senior employee shall be selected when qualifications are substantially equal.
 4. Some displacement of other employees may occur at the discretion of the District, but only for good cause. Good cause includes but is not necessarily limited to displacements made to avoid nonrenewal of one or more employees in the event of a reduction in force or school closure.
 5. Transfers of staff who are **displaced by building closures or program reductions** shall be made to open or newly created positions.
 6. In the event there are no such positions, persons will be administratively transferred to a school assignment determined most appropriate for employee and staff program needs.
 7. Preferences and interests shall be given careful considerations.

- 1473 8. In schools where there is **overstaffing**, the least senior employee(s) shall be transferred unless there
1474 is an overriding program need.

1475 **M. Opening/Reopening a New School:**

- 1476 1. When a new school is to be opened, the following procedures will be followed in transferring unit
1477 members to that school:
- 1478 a. The District will share with the Association the proposed organizational plan of the school
1479 as soon as said plan is available.
 - 1480 i. The organizational plan shall set forth the number of positions at the new site
1481 together with required qualifications for each position.
 - 1482 ii. A “Core Team” will be developed
 - 1483 1. A written application will be developed by District and shared with the
1484 Association.
 - 1485 2. Qualified employees will be ranked in order of seniority, qualifications, and
1486 interests.
 - 1487 3. The Core Team will assist the Principal in the development of the school
1488 goals, objectives, programs, and building facility planning.
 - 1489 4. Employees chosen for the “Core Team” will have first right to assignment
1490 or refusal of assignment in the new building.
 - 1491 iii. Unit members displaced by transfer of students shall be given right of first refusal
1492 to the same or similar positions at the new site.
 - 1493 1. The remaining positions shall be considered vacancies and posted according
1494 to the provisions set forth in Section 5B of this agreement.
 - 1495 2. If vacancies still remain, unit members shall be administratively transferred
1496 to fill remaining transfer positions according to the provisions set forth
1497 herein.

1498 **N. Vacancies for Subsequent School Year:**

- 1499 1. The Human Resources Office shall post in every building each vacancy no later than five (5) business
1500 days after it occurs. Copies of said “posting” shall be sent to the Association president.
- 1501 2. Vacancies shall be posted for at least five (5) working days during the school year (consistent with
1502 D.2 above). If there are no applicants after in-building posting, the District will post the vacancy in-
1503 district for at least five (5) working days during the school year. If, after at least five (5) days of in-
1504 district posting there are still no applicants, the vacancy may be posted to external applicants on the
1505 Richland School District jobs website.
- 1506 3. No vacancy shall be filled until the posting date expires. Employees hired into a “pool” will be
1507 assigned a vacant position after the in-district posting date expires and prior to the vacancy being
1508 posted to external applicants on the Richland School District jobs website.
- 1509 4. During the summer vacation the vacancies will be posted on the Richland School District jobs
1510 website with copies provided to the Association.
- 1511 5. Vacancies will also be posted on the District website and other websites if applicable (such as WA
1512 Teach, Teacher-Teacher, WEA JobLink, etc.).

1513 **SECTION 6C. Selection of Personnel**

- 1514 A. When practical, appropriate employees shall be involved in the selection of certificated personnel,
1515 provided that the final responsibility for employment of certificated personnel shall rest solely with the
1516 Board.
1517

1518 **SECTION 6D. Retire/Rehire**

- 1519 A. A member who retires and is separated from service may be rehired in accordance with current RSD
1520 Policy and applicable RCW guidelines.
- 1521 1. Retire/Rehire employees will not be considered for a posted vacancy unless there are no qualified
1522 applicants for the position.
 - 1523 2. Positions must be posted annually and a retiree may be re-employed if no qualified applicants
1524 apply for the vacancy.
1525

- 1526 3. Retire/Rehire employees who are rehired will be considered the same as a leave replacement
1527 employee and will be given a non-continuing contract.
1528 4. Retire/Rehire employees will not be eligible for sick leave or personal leave accumulation, and/or
1529 cash out. Retire/Rehire employees will receive applicable benefits.
1530 B. Article V, Assignment, Transfer, Vacancies is not applicable for Retire/Rehire employees.
1531 C. Retire/Rehire employees will not be eligible for the District Early Notification Incentive for Retirement
1532 or Resignation.
1533 D. Retire/Rehire employees will be evaluated using the Short Form, if they are a previous RSD Employee.
1534 1. A Standard Form will be used if new to the RSD District.
1535 2. The Professional Growth Plan is not an option for Retiree evaluation.

ARTICLE VII – INSTRUCTION

SECTION 7A. Definition of Terms

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

SECTION 7B. Work Day

- A. The usual **work day** for employees shall be seven and one half (7.5) hours, including a thirty (30) minute duty-free lunch period. Employees are required to be at their respective schools for the benefit of students and patrons at least thirty (30) minutes before the scheduled opening of school in the morning and at least thirty (30) minutes after the scheduled closing of school in the afternoon.
- B. **Additional duties** beyond the 7.5 hour work day may be requested of employees and paid at per diem.
- C. Staff meetings that extend not more than 15 minutes beyond the 7.5 hour work day may be scheduled once per month unless agreed upon by staff to support the building decision making process on an issue. Work/activities in support of these meetings to be completed outside of the scheduled meeting time shall be kept to a minimum and should be reasonably able to be completed within contract time. Staff are encouraged to attend for the duration of the meeting.
- D. **Certificated** employees shall be allowed to leave their respective buildings immediately after the departure of students:
 - 1. Prior to breaks or weekends which include a legal holiday (except the last day of the school year)
 - 2. On the Fridays before a weekend or break with a legal holiday, elementary teachers may leave at 3:15 pm and secondary teachers may leave at 2:30 pm.
- E. **Planning Time:**
 - 1. **Secondary**
 - 1. Certificated employees in the secondary schools shall be assigned not more than three hundred (300) minutes of classroom instruction and supervision time per day.
 - 2. In addition, each secondary employee shall be entitled to two hundred seventy-five (275) minutes of planning time per week. This provision shall not include employee lunch periods, passing time, or times spent before and after the student day.
 - 3. Due to the alternative and flexible scheduling present in ALE settings, at REHS (ALE only) and TRHL, specific planning time on each individual day is not guaranteed. However, 275 minutes of planning time will be maintained as otherwise defined in this section.
 - 2. **Elementary**
 - 1. There shall be for full-time elementary classroom employees a minimum of two hundred seventy-five (275) minutes of uninterrupted individual planning time per week to occur during the usual work day in accordance with scheduling developed between the faculty and the building administrator at each individual building.
 - 2. Four periods of at least fifty minutes shall be provided for the purpose of individual planning. These instructional blocks shall be provided by specialists in the areas of art, library, music and PE. Fifteen minutes shall be added to the 30 minute duty-free lunch each day and shall also be counted as planning time.
 - 3. There exists additional time during the usual work day that shall be available for planning in addition to that time guaranteed herein, but which may be interrupted because of other assigned responsibilities. Recess shall not be counted towards the 275 minutes planning time.
 - 4. Employees who work less than full-time will receive a prorated amount of two hundred seventy-five (275) minutes of uninterrupted planning time per week.
- F. **Conferences:** Twice a year, in the fall and spring, elementary buildings will schedule time without students for employees to conduct parent/guardian conferences for students in kindergarten through 5th

1. Two and one half (2½) days in the fall and Two and one half (2½) days in the spring will be reserved for parent/guardian conferences.
 2. Students in grades K-5 will not attend school on these dates, excepted as noted in the calendar, provided that District is able to obtain and maintain a waiver allowing for non-student attendance for the purposes of conferences.
 3. Twice a year, in the fall and spring, secondary teachers in grades 6-12 will offer one (1) session of evening parent/guardian teacher conferences.
 4. See Appendix E for conference protocols.
- G. **Passing Time/Breaks:** Elementary Art, Library, Music and PE teachers shall have a minimum five (5) minute passing time following each two (2) classes. Reasonable time shall be allowed during the work day for employees to attend to personal needs. Where continuous blocks of student contact time longer than 2.5 hours are not separated by a five (5) minute non-student passing time, recess or other break in the daily schedule, teachers may request regular scheduled coverage for needed relief time to be coordinated by the office.
- H. **Trade Time:** In cases where an employee oversees a regular scheduled program which is not compensated by stipend or supplemental contract and where part or all of the program time extends beyond the scheduled workday, the employee may, with building administrator approval, trade the time outside of the contracted work day for an equal amount of duty free time within or at either end of a work day. Trade time will be scheduled in a manner that minimizes disruption to the building master schedule. Trade time shall be used within the same work week unless, due to extenuating circumstances, other arrangements are made with the building administrator. This time is not intended to be accumulated for use in larger blocks.
- I. Kindergarten teachers shall be provided one (1) day release in the fall for TSGold reporting

SECTION 7C. Facilities

- A. The District shall provide the following in each building to which employees are assigned:
1. Employee parking.
 2. Access (e.g., badges and keys).
 3. Telephone in each room where teachers and students are regularly assigned.
 4. Lockable storage.
- B. In addition to 1-4 above, for each employee, the District shall, within available resources but excluding grade level or departmental budgets, provide the following:
1. A classroom or office appropriate to the assignment.
 2. The classroom or office shall include a desk, computer, computer printer, desk chair, basic office supplies and adequate locking storage space for professional and/or instructional materials for the employee's use.
- C. Within five (5) days of student placement in the classroom, equipment and materials required for students requiring accommodations and modifications to instruction and/or environment (including the implementation of Individualized Education Programs (IEPs), 504 plans, ELL students shall be provided.
- D. The District shall maintain all facilities, equipment, and materials in a safe, clean, healthful and functional matter.
- E. Employees will have access to a furnished employee lounge.

SECTION 7D. Work Load and Class Size

A.

Grade	Overload begins when class size exceeds the # below
Extended K/Pre-School	20 (with target class size of 15)
K-1	24
2-3	26
4	28
5	29
6-7-8	31
9-10-11-12	32

Secondary Physical Ed	35
All Senior Writing Classes	28
Orchestra/Choir 6-12	No Limit
6 th Grade Band	35
Elem Specialists (Art, Music, PE, Library)	K-1 (24), 2-3 (26), 4 (28), 5 (29)
Elem Combination Classrooms	K-1 (22), 1-2 (22), 2-3 (24), 3-4 (24), 4-5 (26)
Consultants @ Three Rivers Home Link	90 WSLP
Consultant/Teacher @ Rivers Edge	29 FTE, \$10/FTE Overload Per Day

- B. **Elementary Combination Classrooms:** Teachers choosing to teach a combination class shall have the right to return to their previous single grade assignment except where it would displace a more senior employee.
1. Combination class teachers will be paid eight percent (8%) of one half (1/2) the base salary per semester as extra pay for extra work.
 2. Combination class teachers (at teacher option) shall be allowed one day per semester of planning time.
 - i. Said planning day shall be an instructional day; a substitute will cover the teacher's class for that day.
 - ii. Said planning day shall not occur on a Monday, Friday, or otherwise immediately preceding or following a non-instructional day.
 - iii. With the exception of special classes and programs whose class sizes have traditionally been larger, whenever a general academic class section exceeds the above maximum standards, one or more of the steps described below shall occur provided there has been a review conducted by the supervisor, affected employee(s), and the Director of Human Resources.
- C. The District shall have five (5) days at the beginning of the school year and three (3) days at the beginning of the second semester to adjust classes.
1. In the event overloaded classes cannot be adjusted within the maximum prescribed above, then the affected employee(s) shall have the options as outlined in this Section.
 2. If overload pay is selected by the employee said overload shall be paid back to the first day of school.
- D. **Overload Calculation and Payment:** The teacher shall have the option of selecting from either of the following options to **compensate for an overload**:
1. A trained paraeducator will be provided for alleviating overload as described below, **Or** overload pay will be implemented as described below.
 2. **A student hour** is defined as the unit of overload which results from carrying an overload of one (1) student for a period of one (1) hour or the product of the factors, overload students and hours, for which the overload was carried.
 3. **A student day** is defined as the unit of overload which results from carrying an overload of one (1) student for a period of one (1) full teaching day or the product of the factors, overload students and teaching days, for which the overload was carried.
- E. **Paraeducator Option:**
1. **Elementary:**
 2. 1 FTE student = 1 hr. of instructional paraeducator time per day, with priority for assistance to at-risk students in the classroom.
 3. **Secondary:**
 4. 3 FTE students/period = .5 hr. instructional paraeducator time per period.
 5. 5 or more FTE students/period = 1 hr. instructional paraeducator time per period.
 6. 5 or more FTE students/day = 1 hr. instructional paraeducator time per day.
 - i. A pool of hours will be available for each overload paraeducator to use in ½ hr. blocks to meet with the classroom teacher periodically for planning.
 7. **Pay Option:** Overload pay shall be at the rate of three dollars (\$3.00) per student hour or fifteen dollars (\$15.00) per student day. Consultants/teachers in ALE programs will be compensate per 7C.A, above.

- 1681 8. If the District is unable to hire a paraeducator to compensate for overload, **Optional Pay** for
1682 Overload per 5 above shall be implemented until a paraeducator can be hired.
- 1683 F. The District may make downward adjustments in existing overloads at any time by implementing one or
1684 more of the following options:
- 1685 1. Form an additional or combination class section.
 - 1686 2. Transfer students if such transfer is feasible.
 - 1687 3. Other mutually agreeable options.
- 1688 G. In order to ensure input from employees directly affected by classes larger than the staffing guidelines,
1689 the following procedure shall be followed:
- 1690 1. The Principal shall meet with affected employee(s) to analyze the situation and develop a
1691 tentative solution plan.
 - 1692 2. The Principal will schedule a conference with the Director of Human Resources and the
1693 affected employee(s) will participate in such conference.
 - 1694 3. Determination of action to be taken shall be announced to the Principal and employee(s)
1695 within five (5) school days of the time the Superintendent receives the recommendation.
- 1696 H. Deviations from these levels may occur where employee(s) and Administration have developed special
1697 variations in curriculum, instructional methods, and staff organization.
- 1698

1699 **SECTION 7E. Elementary and Secondary Paraeducator Time**

- 1700 A. By May 1st of each year the District will meet with the Association to review the allocation of
1701 paraeducator hours to each elementary building for the purpose of maximizing student learning opportunities
1702 beyond safety related building support (i.e. crossing, playground, bus supervision, etc.). The allocation
1703 formula will provide equitable support to buildings based on student need. Principals, together with the
1704 Leadership Team, will be notified of the number of hours assigned to their building and will determine how
1705 those hours will be used.
- 1706 B. Kindergarten & Library Paraeducators will be staffed at the following minimum amounts:
- 1707 1. Four (4) hours minimum for 2018-2019
 - 1708 2. Two (2) hours minimum for 2019-2020 and 2020-2021.
 - 1709 3. The six (6) elementary schools with School-Wide Plans (Sacajawea, Jefferson, Jason Lee,
1710 Marcus Whitman, Lewis & Clark, and Tapteal) have the option to increase paraeducator
1711 allocations beyond this contractual minimum using building processes and categorical
1712 funding.
- 1713

1714 **SECTION 7F. Elementary Art, Library, Music, and PE Teachers**

- 1715 A. Each 1.0 FTE Elementary Art, Library, Music, PE and any other Specialist Teachers will supervise and
1716 instruct a maximum of 25 classes (formerly sections) per week for purposes of staffing. This number will be
1717 prorated by FTE (i.e., an 0.8 FTE Elementary Art, Library, Music, and PE Teacher = 20 classes per week).
- 1718 B. Additional classes beyond 25 sections per week will be offered in 0.05 FTE increments in order as
1719 follows:
- 1720 1. To the affected Art, Library, Music, and PE Teacher if the additional sections fit into their weekly
1721 calendar.
 - 1722 2. To general education teachers, by seniority, to teach their own specific special(s) during their
1723 prep time as based by the building's schedule (i.e., buying prep time to teach your own special).
 - 1724 3. To general education teachers within the building, by seniority, with schedule availability (i.e.,
1725 buying prep time to teach someone else's special).
 - 1726 4. By in-District posting.
- 1727 C. Elementary Art, Library, Music, and PE Teachers will be provided 275 minutes of planning time per
1728 week as defined for all other elementary employees within Section 7D.
- 1729 1. Any unscheduled time in excess of 15 minutes within the regular student day that is not planning
1730 time or direct contact time with students may include building duties, including supervision and
1731 interventions, as directed by the building principal.
 - 1732 2. During fall and spring conferences, specialists will direct that time to fulfill the duties of their
1733 position as they see fit. This can include all-district PLC time for specific specialties (i.e., all
1734 District art teachers can meet)

3. Elementary Art, Library, Music, and PE Teachers shall have a minimum five (5) minutes passing time following each two (2) class sections.

SECTION 7G. Multiple Preparations

- A. Recognizing the added effort required for multiple secondary assignments, the District will attempt to schedule 1.0 FTE secondary employees for three (3) or fewer preparations per semester.
- B. Distinctive preparations are created by teaching courses in different subject areas or courses within the same core subject area utilizing different adopted core curriculum.
1. Various levels of elective courses such as Art, PE, foreign language, Music and CTE do not constitute distinctive preparations.
 2. HICAP/Honors courses within a subject area do not constitute a distinctive preparation.
 3. The Association and District will meet and make the determination if any other elective courses are appropriate to this list.
- C. When a teacher is assigned to teach a schedule requiring four or more distinctive preparations, they may request Association representation to join them for a review of their schedule by the building administrator to justify the need for the schedule and/or identify possible remedies.
- D. Every effort will be made to avoid giving more than three (3) preps to an employee:
- a. Provisional employee
 - b. employees new to an assignment, and
 - c. Employees who are teaching a course for the first time
- E. In the event an employee is assigned more than three (3) preps, they will be provided a stipend equal to one (1) hour of per diem multiplied by each week of the additional prep course and paid monthly.
- F. Teachers who chose to teach more than three (3) distinct preps as part of their assignment are exempt from this section.

SECTION 7H. Grading and Promotion

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

SECTION 7I. Covering Classes

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

SECTION 7J. Classroom Visitation

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

1787 **SECTION 7K. Certificated Employees' Responsibilities Regarding Paraeducators**

- 1788 A. Paraeducators serve in addition to the certificated employees who are directly responsible for each group
1789 of children.
- 1790 1. Paraeducators are to perform under the direct supervision of the assigned certificated employee.
1791 2. Paraeducators shall not be assigned to perform work in the instructional setting which will
1792 substitute or replace a certificated employee's assignment or employment.
- 1793 B. Selection of Paraeducators:
- 1794 1. The certificated employees may be involved in the selection of Paraeducators with whom they
1795 may be required to work.
- 1796 2. The certificated employees' involvement in the selection of Paraeducators shall be consistent
1797 with the requirements of hiring Paraeducators in accordance with the Collective Bargaining
1798 Contract between the District and Paraeducators.
- 1799 3. The final authority for the hiring of any Paraeducators shall rest solely with the Board.
- 1800 C. Assignment and Supervision:
- 1801 1. Prior to assignment of Paraeducators to a certificated employee, the District shall make every
1802 attempt to insure that both the Paraeducator and the certificated employee have a clear
1803 understanding of the respective roles which can and are to be performed by Paraeducators.
- 1804 2. The District shall discuss with each certificated employee assigned a Paraeducator the
1805 requirements of supervision expected of the certificated employee over the Paraeducator and the
1806 certificated employee shall be jointly responsible with the appropriate District administrator for
1807 the supervision of the Paraeducator.
- 1808 3. Assignment of Paraeducators shall be made in such a manner that is clear to the Paraeducator
1809 which certificated employees are responsible for their supervision.
- 1810 4. When necessary, pre-service training will be made available for the certificated employees who
1811 utilize the services of Paraeducators.
- 1812 D. Evaluation
- 1813 1. The certificated employee assigned a Paraeducator shall be responsible to assist the appropriate
1814 administrative personnel in the evaluation of the Paraeducator. Such assistance in evaluation
1815 shall be consistent with the requirements of evaluation of Paraeducators in the negotiated
1816 Collective Bargaining Contract between the Paraeducators and the Board.
- 1817 2. The ultimate responsibility for the evaluation of Paraeducators shall rest with the appropriate
1818 District administrative personnel.
- 1819

1820 **SECTION 7L. Student Teachers**

- 1821 A. No employee will be assigned a student teacher without the employee's prior consent.
- 1822 B. When possible, such assignment shall be discussed with the employee at least two (2) weeks in advance
1823 of the student teacher's arrival.
- 1824 C. An employee shall have at least two (2) years of satisfactory teaching experience before being assigned
1825 a student teacher.
- 1826

1827 **SECTION 7M. Student Discipline**

- 1828 A. In accordance with applicable Board policy and State and Federal laws, every employee shall have the
1829 authority to discipline students for disruptive or disorderly conduct while under supervision.
- 1830 B. Teachers are authorized to exclude any student from class for the remainder of a class session or
1831 elementary day.
- 1832 C. Prior to the student's return to class, the administrator(s) of the school or his/her designee shall discuss
1833 with the teacher the disciplinary action taken.
- 1834 D. Appropriate action will include one or more of the following:
- 1835 1. Parent/guardian contact
- 1836 2. The taking of action by the Administration that is commensurate to the offense.
- 1837 3. The establishment of a remediation program for students having behavior problems that are
1838 repetitive in nature.
- 1839 E. The above is to be consistent with policies and practices of the Richland School District and Washington
1840 State/Federal laws and regulations.

- 1841 F. School administrators shall meet with employees annually to establish and/or review building
1842 disciplinary standards and procedures to ensure uniform enforcement of building standards.
- 1843 G. If requested by the majority of unit members at a site, the principal and the Building Leadership Team
1844 will meet to review the concern(s) and develop a plan to address them. The Association will be notified
1845 and have the option to join the Leadership Team for this process. The principal may choose to invite
1846 parent representation at his/her discretion. The recommendation(s) of the Building Leadership Team
1847 will be presented to the staff and the Decision Making Process will be followed to either ratify or reject
1848 the changes
- 1849 H. Within the first week of each school year all employees shall be informed of the current procedural
1850 requirements in processing such discipline.
- 1851 I. The District will provide a time-out space for each school supervised by an employee other than a
1852 bargaining unit member (except for time-out space supervised by Dean of Students).
- 1853 J. The District and Association will form a joint committee for the 2018-2019 school year to discuss student
1854 behavior concerns and legislative impacts. The format and charge of this committee will be set by the
1855 parties at the September 2018 Labor Management Meeting.
1856

1857 **SECTION 7N. Developing and Exploring Curriculum**

- 1858 A. The Administration and the Association encourage employees and building administrators to
1859 cooperatively explore innovations in curriculum, instructional methods, and staff organization in an
1860 effort to achieve an optimum setting for instruction for their school.
- 1861 B. It is further agreed that District level administrators and departments are also encouraged to explore
1862 opportunities for innovations in curriculum, instructional methods, and other avenues to enhance
1863 teaching and learning in the Richland School District.
- 1864 C. It is understood that no alteration or modification that impacts the workload, pay, or working conditions
1865 of REA members will be implemented without bargaining such impacts and reaching mutual agreement
1866 of the parties.
1867

1868 **SECTION 7O. Professional Cooperation Agreement**

1869 **A. Site-Based Decision Making:**

- 1870 1. "Site-based decision-making" is a joint planning and problem-solving process that seeks to
1871 enhance student learning, improve the working environment, and the professionalism of all
1872 employees at the local school site. It is a cooperative effort in which the Building Leadership
1873 Team (BLT) engages in collaborative dialogue and decision-making with all stakeholders at the
1874 school level on matters critical to the quality of student learning and the achievement of school
1875 goals which the building has established.
- 1876 2. Site based decision making should seek a minimum of two-thirds (2/3) building consensus (not
1877 a simple majority).
- 1878 3. Site-based decision making may be used to create Pilot Programs. Pilot Programs must be
1879 reviewed and approved by the Association and the District. Any potential changes to wages,
1880 terms, and working conditions of employees caused by the implementation of a Pilot Program
1881 must be bargained, upon request.
- 1882 4. Site based decision making cannot be used to circumvent the contract or otherwise alter workload
1883 or working conditions. If the building seeks a variance of the terms and conditions of the contract
1884 it may be done through the Pilot Program process.

- 1885 **B. Pilot Programs:** A Pilot Program is a building or district wide initiative jointly agreed to by the District
1886 and the Association requiring one or more provisions of the collective bargaining agreement to
1887 temporarily be modified or suspended. Examples of site-based initiatives which would require a Pilot
1888 Program proposal include but are not limited to advisory periods, block-scheduling, building-wide
1889 discipline programs, or any other initiative which potentially modifies or alters the Contract or would
1890 otherwise be a subject of bargaining. Pilot Programs shall have the following elements:

- 1891 1. Impacted provisions of the CBA shall be identified in a Letter of Agreement. This Letter of
1892 Agreement shall:
- 1893 i. Stipulate changes in the contract language that will be enforced for the duration of the
1894 Pilot.

- 1895 ii. Specify the duration of the Pilot.
- 1896 iii. Clearly indicate that the changes in the contract language are non-precedent setting and
- 1897 will expire at the end of the Pilot.
- 1898 iv. Indicate the mutual responsibilities of the parties to fulfill various components of the
- 1899 pilot, including communication.
- 1900 2. Pilot Program proposals for the subsequent school year must be received by the Association no
- 1901 later than June 1 to be considered for implementation.
- 1902 3. A jointly agreed upon assessment mechanism will be used to determine the effectiveness of the
- 1903 Pilot Program.
- 1904 4. A jointly agreed upon timeline will be established for assessing and reviewing the Pilot Program.
- 1905 5. Upon completion of the Pilot Program the District and the Association shall meet to determine
- 1906 whether the Pilot Program should be extended, ended, or incorporated into the Collective
- 1907 Bargaining Agreement.
- 1908 i. If the parties wish to extend the Pilot, the Letter of Agreement shall stipulate the contract
- 1909 changes and the duration of the Pilot Program extension.
- 1910 ii. If the Pilot is ended, the original contract language that was in effect prior to the Pilot
- 1911 shall be enforced.
- 1912 6. If the Pilot is to be incorporated into the Collective Bargaining Agreement, a recommendation
- 1913 to that effect shall be made to the District and the Association bargaining teams; and it will
- 1914 become a subject for negotiations.
- 1915 C. **Professional Communication Model:** Responsible effective communication is essential for resolving
- 1916 conflicts and disputes at the lowest level possible.
- 1917

1918 **SECTION 7P. Professional Staff Development**

- 1919 A. The District and the Association acknowledge the importance of effective staff development training for
- 1920 employees.
- 1921 B. The district will identify, provide and maintain standardized classroom technology necessary for each
- 1922 curricular and instructional area. Professional Development for the use of this technology equipment
- 1923 will be provided by the District.
- 1924

1925 **SECTION 7Q. Teacher's Assistance Program (TAP)**

- 1926 A. The District and the Association agree that induction of new staff, whether new to the profession or new
- 1927 to the District coming from another teaching assignment, is critical to the professional growth of an
- 1928 educator and the overall success of the District's instructional program.
- 1929

1930 **SECTION 7R: Lesson Plans**

- 1931 A. Employees responsible for instruction of students shall prepare lesson plans, the form and content of
- 1932 which shall remain discretionary with the employee. Lesson plans shall be made available to the
- 1933 employee's supervisor upon request.
- 1934 B. "Made Available" means having lesson plan(s) accessible for the supervisor's inspection.
- 1935 C. Employees are responsible to make lesson plans available to a casual or short-term substitute(s). Such
- 1936 lesson plans shall contain basic information with which the substitute(s) can conduct class(es) and shall
- 1937 include instructional information. When possible, if the absence requires a long-term substitute (see
- 1938 Article XIV, Section 14A), the employee shall work with their supervisor to discuss long-term lesson
- 1939 planning.
- 1940

1941 **SECTION 7S: Delta High School**

- 1942 A. Delta High School employees shall be subject to the Pasco School District adopted calendar. This shall
- 1943 include the first and last days of school, all holidays and breaks, Learning Improvement Days (if
- 1944 applicable), half days, early releases, late starts, weather delays and cancellations, conferences (if
- 1945 applicable), professional days, etc. Delta High School employees shall participate in "Time" days as
- 1946 defined by this Agreement and, if possible, the Delta staff calendar. If there are fewer "Time" days at
- 1947 Delta than this Agreement requires, employees will complete alternate professional development
- 1948 activities to make up the difference.

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

SECTION 7T: Professional Learning Communities

A. Definitions & Intent

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

B. Logistics, Records, and Evidence

1. PLC's will develop written norms to guide their work.
2. PLC's shall document their progress by a written running log and/or team notes.
 - i. A District template for an electronic shared document will be provided for PLC use.
 - ii. PLC's may use other types of recording processes as defined by their norms.

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

SECTION 7U. Alternative Learning Environments (ALEs)

- A. Employees at Rivers Edge High School (REHS) and Three Rivers Home Link (TRHL) may work with their supervisor to reallocate the sixty (60) minutes before and after the school day to suit staff, student, and parent needs.
- B. Supervisors may allow employees at REHS and TRHL to complete work off-site when adequate work space is unavailable and/or the nature of the work is such that it can be completed off site.
- C. Final approval of (1) and (2) above belongs solely to the REHS or TRHL supervisor.
- D. Due to the alternative and flexible scheduling present in ALE settings, at REHS (ALE only) and TRHL, specific planning time on each individual day is not guaranteed. However, 275 minutes of planning time shall be maintained per week as otherwise defined in this section.
- E. Consultants/teachers in ALE programs shall be compensated per ARTICLE VII, Section 7D.

SECTION 7V. RVS/PCOA

- A. Employees assigned to ALE programs are expected to maintain compliance with ALE requirements.
- B. The work day of the employee shall be 7.5 hours including a thirty (30) minute duty free lunch.
 - 1. Due to the alternative and flexible scheduling present in ALE settings, the starting and ending of the 7.5-hour workday is flexible. Staff may be assigned to teach specific class(es) at specific time(s) by the administrator consistent with the building's master schedule. Non-teaching time outside of regularly scheduled class(es) is at the discretion of the employee.
 - 2. Due to the alternative and flexible scheduling present in ALE settings, at RVS/PCOA, specific planning time on each individual day is not guaranteed. However, 275 minutes of planning time shall be maintained per week as otherwise defined in this section.
 - 3. PLC time will be weekly and set by the team. The time, day, and Zoom link will be shared with the administrator. All PLC language otherwise applies.
 - 4. Employees shall receive 450 minutes per month for managing WSLPs.

2054 i. Using the site-based decision making, employees may decide whether this time
2055 shall be scheduled collectively (e.g., one day per month) or individually.
2056 5. Secondary employees at RVS/PCOA accept multiple preparations beyond three (3) as
2057 workload.
2058 C. The District shall make substitutes available to employees as needed.
2059 D. The District shall furnish employees with a centralized worksite for conducting job duties if they so
2060 choose. At this centralized worksite employees will:
2061 1. Have access to a desk, computer, computer printer/scanner, desk chair, copy machine, laminator,
2062 and basic office supplies for the employee's use.
2063 2. Have access to a locked cabinet for personal items.
2064 3. Mailbox for in-district and US Mail
2065

ARTICLE VIII - SPECIAL EDUCATION AND SPECIAL PROGRAMS

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

SECTION 8A. Definition of Terms

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

SECTION 8B. Special Services Workload

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

The following factors shall be considered in determining workload:

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

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

Program	Overload Trigger
Elementary Resource Room Caseload	30
Secondary Resource Room Caseload	30
Elementary & Secondary Resource Class Size Per Period	15
Life Skills Caseload and Class Size	10
Transition/Secondary Work Experience (Life Skills) Caseload and Class Size	15
Extended Resource Room Caseload	13
Behavior Education Social Skills Training (BESST) class size	6
Elementary BESST Caseload	6
Secondary BESST Caseload	12
Occupational Therapist Caseload	40
Physical Therapist Caseload	40
Teacher for the Visually Impaired	40
Speech Language Pathologist Caseload	45
Psychologist Caseload	120

DD Preschool Class Size per session	10
DD Preschool Caseload	22
ECEAP Preschool Caseload and Class Size per session	18
Structured/Self Contained Caseload and Class Size	12
Co-Teaching Classroom (Special Education +General Education)	12*
*Number of students on IEP's for special programs overload. General education overload follows ARTICLE VII Section 7	

C. Employees Completing Certification/Credentialing:

When special programs employees work under the supervision of an employee in this bargaining unit for purposes of caseload management, the supervising employee shall be credited for that employee's caseload until the District receives notification of complete, regular certification/credentialing of the supervised employee

1. This does not include mentors for fully certificated or credentialed new employees.
2. Supervision of caseload should be voluntary unless there are no volunteers.
3. Supervision should be on a rotating basis.

SECTION 8C. Paraeducator Time

A. Each one point zero (1.0) FTE Special Services classroom shall have no less than six (6) hours of paraeducator time for the purpose of maximizing student learning opportunities. The work assignment of the paraeducators assigned to a special educator will be scheduled by that special educator in collaboration with the affected general educators to support special education students in both special education and general education classes. The schedule will be shared with the building administrator.

a. Designated one-on-one paraeducator time does not count toward classroom paraeducator time.

B. Additional hours of paraeducator time may also be provided by the Director of Special Programs for specially identified classroom situations.

C. Elementary and Secondary Resource Room: When the number of students exceeds 15 in an instructional hour, one (1) additional hour of paraeducator time will be scheduled to assist with their instruction, and or reschedule students to lower the class size.

D. Life Skills/Multiple Handicapped: Each additional student shall generate one and one-half (1.5) additional hours of paraeducator time.

E. Behavior Education Social Skills Training (BESST): three (3) hours of paraeducator time per session.

F. Preschool: three (3) hours of paraeducator time per session.

G. Occupational Therapists: six (6) hours of paraeducator time.

H. Physical Therapists: three (3) hours of paraeducator time.

SECTION 8D. Overload Calculation and Payment

A. If the number of student contact hours or caseload exceeds the overload trigger, the employee shall have the option of selecting from the following:

1. Resource/Lifeskills/ERR/BESST/Preschool:

i. Overload pay at the rate of three dollars (\$3.00) per student contact hour will be paid at secondary and fifteen dollars (\$15.00) per student day will be paid at elementary.

2. Additional paraeducator time in excess of that outlined in Section 8C. will be assigned as needed after discussion with the Director of Special Programs. If additional paraeducator time in excess of that outlined in Section 8C. is selected as an alternative, then the teacher will receive overload pay from the first day of overload until the additional paraeducator time starts on a permanent basis.

B. Psychologists, SLP's, OT's, PT's: three dollars (\$3.00) per day per student over case load limits. For SLP's with an intern with a Conditional ESA or provided additional paraeducator time at a ratio of 1 hour/7 student overload: \$0.50 per day per additional case.

C. Overload pay, retroactive to the first day of overload, will continue to be paid until some other solution is agreed upon.

- D. When a Resource Room teacher is split between two classrooms in different buildings then their overload is determined individually in each classroom and is not an average of both. (Other provisions of the contract dealing with split assignments will also apply).
- E. Secondary resource room caseload overload shall be paid at three dollars (\$3.00) per student per day for each IEP completed within legally required timelines. Overload will be paid for IEP's outside of the timeline if the reason for missing the timeline is outside of the employee's control.
- F. In cases where the IEP mandated paraeducator time is agreed to by a teacher without specific approval from the Director of Special Programs or their office representative, this additional paraeducator time may be applied as a remedy for an existing or future overload. If the additional paraeducator time is approved or mandated by the Director of Special Programs or their office representative, it shall not count towards overload remedy.
- G. When caseload levels exceed 25% of the overload threshold, the District shall endeavor to reassign students or employees to retribute caseload to the extent this alleviates the overload.

SECTION 8E. Planning Time

- A. Planning time consists of planning individualized or group instruction / therapy, materials preparation, lesson planning, etc.
- B. Time spent doing assessments, IEP meetings, MDTs, or assessment reports, shall not be counted as planning time.
- C. Special educators will receive the same weekly total hours of planning time that general education teachers receive. Each special education teacher will work out a schedule that is acceptable to both the teacher and the building principal.
- D. In an effort to support Special Education students, each Secondary resource room teacher will have a case management period during the instructional day equal to their planning time. The purpose of this additional case management period is to perform such duties as, but not limited to, assessments, IEP meetings, MDTs, assessment reports or collaboration with other staff.
- E. Special education employees shall be able to access a minimum of one (1) day (7.5 hours) release time each quarter or trimester grading period for purposes of completing progress reports and/or assessments.

SECTION 8F. Incentive Pay

- A. The District and Association agree the nature of Special Education requirements add significant additional time outside of the classroom. We share the following beliefs:
- Students receive maximum educational benefit from teachers rather than substitute teachers.
 - The time required to attend meetings and do the related paperwork extends beyond the standard TRI agreement.
 - It is important to attract and retain high quality special education staff.
- B. In recognition of the additional time and effort to meet the legal timelines and documentation, special education staff will receive a supplemental contract, prorated based on FTE, according to the following schedule:

Level 1	\$2250	Preschool / Resource Room Teachers and Twin Rivers, Workbased Learning, and all Special Education teachers not listed in Level 2, 3, or 4
Level 2	\$2475	ERR and Structured
Level 3	\$2700	Psychologist, SLP, OT, PT, TVI, BCBA and all other certificated Special Education Itinerants
Level 4	\$3150	Life Skills, BESST Teachers

- C. Special education teachers who are required to provide a student (or students) service during their planning/prep time or outside of the normal student day will be paid for that time at per diem.

SECTION 8G. Facilities and Workspace

- A. The District shall provide an adequate classroom / work space and appropriate furnishings for each itinerant special services staff in each building.

- 2196 B. A communication system shall exist between this workspace and the office of the school in which it is
2197 located so that emergency notification is possible.
2198 C. Itinerants will be able to draw basic office supplies (pencils, pens, post-its, legal pads, envelopes, etc.)
2199 from each building as needed to serve that building.
2200

2201 **SECTION 8H. English Language Learners (ELL); Title I; Learning Assistance Program (LAP)**

- 2202 A. Academic support programs funded through supplemental grants such as ELL, Title I, and LAP will be
2203 designed in accordance with grant requirements and student need. Staffing will be dependent on funding
2204 allocation.
2205 B. Instructional Specialists will be issued a \$1,500 per year additional stipend.
2206

2207 **SECTION 8I. Twin Rivers Group Home**

- 2208 A. The Twin Rivers Group Home teacher will timesheet hours at per diem for lost planning time as well as
2209 share with supervisor.
2210 B. The District and the Association agree to allow the Twin Rivers Group Home certificated teacher first
2211 right-of-refusal for supervising the summer school program at the facility. Time worked for District
2212 summer school will be paid at the summer school rate per diem.
2213 C. The District will pay Special Education Stipends consistent with Section 8F of the Collective Bargaining
2214 Agreement.
2215

2216 **SECTION 8J. ECEAP**

- 2217 A. Class Size: a maximum of 18 students per session (inclusive of students from other defined programs –
2218 i.e. Title I, Special Education)
2219 B. Arrival and departure times for ECEAP classroom sessions (sessions are morning/AM and
2220 afternoon/PM) will be mutually decided upon by ECEAP teachers and ECEAP and building
2221 administrators so long as the schedule is compliant with the DEL grant requirements.
2222 C. Time days may be used by ECEAP teachers for training and certification in lieu of Building/District
2223 Time Days with the mutual agreement of the ECEAP administrator, building principal, and the ECEAP
2224 teacher(s).
2225 D. In addition to Time (T) days provided, ECEAP teachers will be allocated at least two (2) days during the
2226 school year without students for training.
2227 E. Inclusive of any days already provided by the District, ECEAP teachers will be allocated at least three
2228 (3) days during the school year without students for the purposes of mandated ECEAP data reporting
2229 (i.e., TSGOLD).
2230 F. Each ECEAP classroom session (sessions are morning/AM and afternoon/PM) will have no less than
2231 three (3) hours of paraeducator time for the purpose of maximizing student learning opportunities.
2232 G. The model ECEAP classroom will be staffed by one (1) certificated teacher and two (2) paraeducators,
2233 inclusive of all breaks.
2234 H. A minimum of 45 minutes will be allowed between morning and afternoon sessions for duty-free lunch
2235 and transition.
2236 I. Conferences: twice per school year, the ECEAP teacher will be allowed to schedule up to five (5) days
2237 without students for parent/guardian conferences.
2238 J. Lesson plans and menu plans will be maintained in the classroom but may be requested at any time by
2239 an ECEAP administrator for program compliance purposes.
2240 K. Due to the requirements of the ECEAP program, only paraeducators who meet the requirements of the
2241 program will be placed in ECEAP classrooms.
2242 L. In a year in which an ECEAP classroom is being rated for DEL, the lead teacher will be on a Focused
2243 evaluation unless by statute a comprehensive evaluation is required.
2244 M. Each ECEAP classroom will be provided a minimum of \$350 per session, per year, for consumable
2245 materials budget. A full time ECEAP teacher with two (2) daily sessions would receive a minimum of
2246 \$700 annually.
2247 N. Any technology, equipment, curriculum, or materials required by ECEAP will be provided by the
2248 District.

- 2249 O. Students will be scheduled a maximum of four (4) days per week; the fifth workday of the work week
2250 being scheduled for uninterrupted planning time and collaboration so long as the weekly schedule is
2251 compliant with the DEL grant requirements.
- 2252 P. School health rooms will be utilized for health conditions and toileting when necessary as decided by the
2253 ECEAP classroom teacher.
- 2254 Q. Should ECEAP funding be reduced in any way resulting in reduction of staff, the District will follow
2255 ARTICLE XIII, Section 13A.C.

ARTICLE IX - CERTIFICATED CONTRACTED DAYS, SALARY and BENEFITS

SECTION 9A. Length of Contract

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

A. 180 days.

1. The Base Contract: Activities such as classroom preparation, self-reflection, goal setting, grading student work, preparing grades and progress reports, participation in a reasonable and equitable number of IEP's and 504 meetings, and attending Open House are considered base contract activities.
2. Per-Diem calculations will be based on base salary exclusive of Time, Regionalization and Longevity stipends as defined below. Base salaries (BA+0) are as follows:
 - a. 2021-22: \$52,705 (BA+0) with daily per diem calculated as \$292.81
 - b. If it is determined that the language in the Master Agreement is inconsistent with State Law, the parties agree to meet to establish compliance.
3. As of September 1, 2018, no new hires will be placed below Step 5 in the BA+0, BA+10, and BA+30 columns. Staff hired prior to September 1, 2018 will be maintained in the appropriate cell and are eligible for step increases as defined. Itinerants (SLP, OP, PT, and Nurses) are exempt from this limitation.
4. Salary schedules for each year of this agreement can be found in the appendix.

B. Time Stipend

1. Employees will be issued a supplemental contract for extra workdays beyond their 180 day contract for seven (7) additional time days
2. The District will set three (3) District-wide training dates and designate three (3) of these Time workdays to building control. Building time is inclusive of the day before school starts, which is a dedicated Time Day in each year of this agreement. Buildings will use their Site-based Decision Making protocol to schedule the building time days; and building time days may not overlap District training dates.
3. The seventh (7th) time day shall be utilized for employees to complete annual training around safety protocols. Time available beyond the annual safety training requirement shall be used at employee discretion for classroom preparation.
4. With the exception of the seventh (7th) time day, employee may substitute alternative activities with supervisor pre-approval.
5. In case of absence(s), employees will take leave from appropriate leave banks to cover scheduled Time days.

C. Regionalization Stipend

1. A 3% supplemental contract will be issued to each employee for each year of this Agreement.
2. Regionalization will be pro-rated by FTE.

D. Longevity Stipend

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

SECTION 9B. Certificated Salary

- A. Full experience increments shall be paid effective the first working day of the school year. New educational increments shall be paid no later than the November payroll and shall be retroactive to the first working day of the school year.
- B. Salary schedules are attached to this Agreement for 2021-22.
- C. Full credit will be given for verified teaching experience in other school districts, accredited colleges, universities, and related work experience requiring a valid teaching certificate in accordance with the appropriate state regulations.
- D. Experience credit will be given up to three (3) years for time in the Armed Services provided service interrupted the applicant's teaching career. Suitable documentary evidence must be submitted to the Office of Human Resources by the claimant.
- E. Salary placement for Plan II vocational teachers will be based upon the state formula with appropriate documentation.

- F. Certificated employees teaching in the secondary schools who assume regular teaching responsibilities for a **sixth period** in lieu of a regular planning period will be paid an extra one-fifth (1/5) of their regular salary as compensation for the sixth teaching period.
1. The acceptance of a sixth period teaching contract shall be voluntary.
 2. Sixth period teaching contracts will be posted in building and given to the most senior qualified employee with schedule availability.
- G. Teachers anticipating salary improvement by reason of additional professional preparation must **submit official transcripts**, clock hour receipts, or copies of Standard or Continuing Certificates prior to **October 1** in order to receive credit for new educational increments in the November pay warrant. Discrepancies discovered in data submitted by October 1 may be corrected within two weeks following the October 1 deadline.

SECTION 9C. Extra Service Periods

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

SECTION 9D. Mileage Reimbursement

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

SECTION 9E. Split Assignments

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

SECTION 9F. Insurance Benefits (see Appendix for SEBB/SHARED LEAVE/PFML MOU)

- A. Each month, the District shall be provided the full monthly amount identified in the State Appropriations Act, for state allowable benefits for each full-time employee of the bargaining unit. Benefit eligible employees will have the amount of the full state allocation. A pro-rated amount of the allocation shall be contributed for all regular half-time or more employees, the full amount of which will be available for insurance coverage.
- B. Any portion of the Employees' insurance allocations remaining after subtracting the cost of mandatory and medical insurance premiums will be pooled for the sole benefit of other employees with out-of-pocket medical insurance premium costs. In addition, the District will continue ongoing contributions of \$284,000. Each month, each employee with out-of-pocket costs will be credited with an equal dollar amount of the pool, per FTE, up to the total cost of the employee's out-of-pocket cost for premiums, or until the pool is exhausted, whichever comes first (commonly referred to as "pooling by rounds").
- C. The District shall not use any portion of the insurance pool for the payment of the monthly Health Care Authority subsidy required by the State or any other cost, unless all Employee out-of-pocket premium costs are covered for that particular school year. The district shall pay the full cost of the monthly HCA subsidy out of local District funds. Each year, upon request, the District shall provide a report to the Association identifying the amount of the pool, an explanation of how the pool amount was calculated and the amounts distributed to employees.
- D. Open Enrollment shall be for a thirty (30) day period and shall be completed by October 1st.
1. Once open enrollment is completed, no insurance options may be added or deleted during the contract year by an employee except in the case of family status changes.
 2. Should an eligible employee be hired after October 1, he/she may elect insurance coverage from the plans available during the first thirty (30) days of employment.
 3. In the event the employee does not utilize his/her full amount available after making his/her selection, the balance shall be placed in the pool.
 4. Coverage shall begin after the first full calendar month of employment and for each month of employment thereafter.
- E. Any Employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where

separation occurs after completion of full contract obligation (i.e. the end of the school year) benefits will continue until September 30th.

- F. Spouses/domestic partners who are both employees of the District may choose to combine their District contributions to cover the cost of insurance options which they elect to receive.
- G. The District shall first pay for mandatory programs then health insurance. After purchase of mandatory programs, each benefit eligible employee shall be entitled to select medical insurance and optional programs. Benefits will be selected from the approved programs below:
 - 1. Mandatory Programs:
 - i. WEA/Blue Cross Vision Care, Plan C (VSP)
 - ii. WEA Select \$50,000 Group Term Life and AD&D Insurance
 - iii. Mutually agreed upon dental plan
 - iv. Medical Plans Available:
 - v. Premier/Blue Cross
 - vi. Group Health HMO
 - 2. Optional Programs:
 - i. Salary Insurance
 - ii. Cancer Insurance
- H. The District and the Association agree to offer participation in a medical reserve trust program, as approved on an annual basis, for employees separating from employment, eligible for sick leave cash-out, or who have accumulated 180 days or more of sick leave.
- I. The parties agree to open this section (9F) to address insurance impacts due to the scheduled January 1, 2020 transition to the School Employees Benefit Board (SEBB). This may include changes to available benefits and pooling based on State direction.

SECTION 9G: Teacher Bonuses

- A. Washington State provides a bonus to all eligible K-12 public school National Board Certified Teachers (NBCTs).
- B. The District shall pay bonuses to all eligible National Board Certified and national association certified teachers and ESEA's, including counselors, psychologists, nurses, occupational therapists, physical therapists, and speech language pathologists.
- C. Teachers and ESEA's who hold a valid certification from the National Board of Professional Teaching Standards (NBPTS) or similar national associations such as the National Board of Certified Counselors (NBCC), the National Association of School Psychologists (NASP), the National Board for the Certification of School Nurses (NBCSN), the National Board for Certification of Occupational Therapy (NBCOT), the Federation of the State Boards of Physical Therapy (FSBPT), and the American Speech-Language-Hearing Association (ASHA) shall be paid an annual bonus equal to the NBCT stipend.
 - 1. Employees who hold a valid certificate from National Boards for the entire duration of the academic year will receive an annual bonus as set by the state.
 - 2. Employees who attain a valid certificate from National Boards during the current school year will receive 60% of the annual bonus for that current year.
 - 3. Employees in qualifying challenging schools may receive an additional bonus. This additional bonus is based on the employee's percentage of time spent in the qualifying challenging area. WAC 392-140-973(3) provides additional guidance on eligibility details.
- D. Payment of National Board Certified Teacher (NBCT) or equivalent national bonus will be paid within the month immediately following the District's receipt of NBCT funds from the State.
- E. If the State discontinues NBCT bonuses, the District will not be obligated to pay these bonuses for all employees.

ARTICLE X - SUPPLEMENTAL CONTRACTS

SECTION 10A. Stipends and Extra Duty Contracts

- A. "Stipend" is a fixed, regular sum paid as salary.
- B. "Supplemental Contract" is an additional contract for payment for additional work.
- C. "Differential Salary" is payment for supervision of certain activities outside of the workday and may be co-curricular or extracurricular

SECTION 10B. Department Heads and Grade Level Chairs

A. General Purpose

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

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

- 1. Inventory
 - a. Curriculum
 - b. Supplies
 - c. Audio-visual equipment
 - d. Furnishings
 - e. Movable equipment
- 2. Order equipment and materials
- 3. Participate in the budget process as defined by building practice
- 4. Coordinate programs within departments/grade levels, the building, and the district
- 5. Organize and preside at regular department meetings
- 6. Institute and promote curriculum change
- 7. Serve as a representative of the department/grade level
- 8. Assist classroom employees within the department or grade level professionally and personally
- 9. Assist administration:
 - a. Recommend hiring and placing staff within the department/grade level
 - b. Gather and share feedback about programs within the department/grade level
- 10. Inform employees about professional meetings and opportunities
- 11. Assist employees in understanding and implementing the present program with available materials
- 12. Serve as liaison between department/grade level and District-authorized advisory groups
- 13. Call upon staff to assist in any of the above-mentioned areas

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

- 1. District Level Itinerants 8%
- 2. District Level Counselor: Elementary (1), Middle (1), High (1) 8%
- 3. District Level Art, PE, Music, Library: Elementary (1 each), Secondary (1 each) 8%
- 4. Building Level: Extra-Large (11+ members) 8%

- 2465 5. Building Level: Large (8-10 members) 7%
- 2466 6. Building Level: Medium (6-7 members) 6%
- 2467 7. Building Level: Small (3-5 members) 4%
- 2468 D. Selection criteria for filling of stipend positions by staff will be developed at the building level and shared
- 2469 with the Association. The method used shall allow for rotation and equal opportunity for those staff
- 2470 qualified, willing and available to perform the required function.
- 2471

2472 **SECTION 10C. Extra Duties, Committees and Curriculum Work**

- 2473 A. Hourly salaries for work performed outside the contracted school day shall be no less than 0.09% of the
- 2474 BA, no experience step of the salary schedule.
- 2475 1. 0.09% for district level curriculum committee work
- 2476 2. Representation shall be one (1) person per building, per curricular area
- 2477 3. Per Diem for sixth (6th) period contract and targeted assistance summer school programs and
- 2478 consulting work.
- 2479

2480 **SECTION 10D. Supplementary Contracts—Differential Salaries:**

- 2481 A. Length of Contract: Supplementary Contracts shall be issued for one year.
- 2482 B. Non-Renewal: If a Supplementary Contract is not renewed, the employee affected upon request will be
- 2483 given written reasons for such non-renewal.
- 2484 C. Use of Certificated Employees for Differential Salary Schedule Positions: the District shall make every
- 2485 reasonable effort to insure that the positions to be covered by the Differential Salary Schedule are held
- 2486 by certificated personnel. Nothing in this Contract shall prevent the District from hiring a non-
- 2487 certificated person in the event a qualified certificated person cannot be found or is not available.
- 2488 D. Evaluation: All employees covered by this Section shall not formally evaluate other members of the
- 2489 bargaining unit.
- 2490

2491 **SECTION 10E. Supplemental Days**

- 2492 A. Additional service contracts shall automatically be issued to the individuals who hold the following
- 2493 positions:
- 2494

Library / Media Specialists	5 days
Elementary School Counselors (hired before 7/1/1999)	5 days (10 days)
Middle School Counselors (hired before 7/1/1999)	12 days (20 days)
Senior High School Counselors (hired before 7/1/1999)	13 days (20 days)
Nurses	10 days
ESA/Social Worker	10 days
BCBA	10 days

- 2495
- 2496 B. For 2021-22, Special Education employees will receive one (1) additional day
- 2497 C. For 2021-22 Nurses will receive two (2) additional days due to COVID workload in lieu of timesheet
- 2498 work.
- 2499

2500 **SECTION 10F. Itinerants**

- 2501 Itinerants include all ESA employees and certificated therapists including nurses, psychologists, counselors,
- 2502 ESA-social workers, Board Certified Behavior Analysts (BCBA), occupational therapists, physical
- 2503 therapists, speech language pathologists, and teacher(s) of the visually impaired.
- 2504 A. Upon hire with the Richland School District, nurses, occupational therapists, physical therapists, and
- 2505 speech language pathologists shall be placed on the salary schedule according to documented experience
- 2506 and professional learning which shall include non-school district related experience in their field of work.
- 2507 The District may offer itinerants supplemental incentive stipends up to \$12,000 per annum to reflect
- 2508 market value of specialized itinerant work. This supplemental stipend will include any extended school
- 2509 year (ESY) obligations up to a maximum of twenty (20) additional days.
- 2510 B. For appropriate placement on the salary schedule, the District must receive all documentation of
- 2511 experience and education (including continued competency activities for nurses) by October 1.
- C. Employees shall be paid mileage for travel between buildings

D. Nurses

- a. For covering vacancies or leaves of nurses which exceed fifteen (15) consecutive work days, the District shall provide compensation in the form of a 6th period contract paid at one-fifth (1/5) of an employee's base salary as payment for additional work to substitute for an absent nurse or temporarily cover a vacant position. The 6th period contract shall be prorated for the anticipated duration of the reassignment and/or increased workload period.
- b. For covering short-term vacancies or leaves of fifteen (15) days or less, nurses shall timesheet the time spent performing "substitute" duties with supervisor's approval and be paid at class coverage rate.
- c. Nurses shall be allotted ten (10) days prior to the start of school for administrative duties related to file reviews and teacher notification of health plans (see Section 10E, supplemental days)
- d. Nurses shall be provided space within their assigned building(s) for confidential work. Said space shall be equipped with at least a desk or table, an office chair and a telephone.

SECTION 10G. Summer School

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

SECTION 10H. Career & Technical Education (CTE)

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

SECTION 10I. Teacher Release Time

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

ARTICLE XI - TEACHERS ON LEAVE FROM CLASSROOM ASSIGNMENTS

SECTION 11A. Dean of Students

A. General Purpose

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

B. Supplemental Days

1. Secondary (including Alternative Programs) Dean of Students will be given the basic teacher contract of 180 days and supplemental contracts for time, regionalization, and longevity (if applicable). In addition, they will be given twenty (20) extended days paid at per diem.
2. Elementary Dean of Students will be given the basic teacher contract of 180 days and supplemental contracts for time, regionalization, and longevity (if applicable). In addition, they will be given fifteen (15) extended days paid at per diem.

C. Responsibilities of Dean of Students shall include, but not be limited to, the following:

1. Assist building principal and leadership committees with providing curricular and instructional support leadership to effect systemic educational change and reform.
2. Assist in developing and implementing building and District policies and procedures.
3. Assist in supervising, directing, and assessing instructional programs at the site.
4. Serve as an on-going member of Leadership Team and assist Principal and Learning Improvement Team in development and implementation of School Improvement Plan.
5. Share responsibility with administrative team for providing supervision of student activities.
6. Assist in screening and interviewing staff applicants.
7. Assist principal with the evaluation of classified staff.
8. Assist principal in developing schedules.
9. Assume responsibility for daily student discipline, and monitor student attendance issues serving as liaison to courts as needed.
10. Serve and lead committees as needed or requested by principal.
11. Assist in managing building events.
12. Complete other tasks as assigned by principal.

ARTICLE XII - LEAVES, BEREAVEMENT, SHARED ASSIGNMENT

SECTION 12A. LEAVES

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

A. Paid and Unpaid Leaves (see Appendix for SEBB/SHARED LEAVE/PFML MOU):

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

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

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

c. Under this provision, if the leave request is granted, the employee shall first have exhausted other applicable leaves.

7. In all instances described in 5 and 6 above, emergency leave shall be deducted from accumulated sick leave in the same manner as deducted for illness or injury.

C. Personal Illness or Injury Leave:

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

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

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

E. Adoption Leave:

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

employed by the District, they will be limited to the total of twelve (12) weeks to be used between the two of them. Personal leave shall be used for the legal transactions involved in the adoption.

F. Family Illness and Religious Observance Leave:

1. The leave provided herein for the purpose of attending serious family illness, significant accident or Religious Observance shall be limited to three (3) days in any one (1) contract year.
2. Family illness shall be defined as the situation where the presence of the employee is necessary to administer to the serious illness or significant accident of any one or more of the family members. The District may request verification of the use of these days.
 - a. Any relative residing in the household of the employee: Spouse, parents, step-parents, guardians, children, brothers, sisters, or grandparents not residing in the home of the employee.
3. Certificated employees may need to be absent during regularly scheduled days for the purpose of religious observance of the employee's faith.
 - a. Leave notice for religious observance shall be directed to the immediate supervisor on the form provided by the District.
 - b. When possible, the employee shall give at least three (3) days advance notice of the intended leave.

G. Bereavement Leave:

1. The leave provided in this paragraph for the purpose of bereavement shall be limited to a maximum of five (5) days leave within a twenty (20) day period for each case of absence caused by death in the immediate family.
2. Immediate family is defined as spouse, domestic partners, parents, step-parents, guardians, grandparents, brothers, sisters, step-brothers, step-sisters, children, step-children, in-laws and grandchildren.
3. Bereavement leave shall be allowed for absence occasioned by the death in the employee's spouse's and children's immediate family provided that said leave shall be limited to a maximum of three (3) days per occasion.
4. Bereavement leave shall not be accumulative.
5. Bereavement leave limited to one (1) day of leave with pay is hereby provided in case of absence caused by death of:
 - a. A close friend or
 - b. A relative not included in the "immediate family".
 - c. The single-day bereavement leave provided in this paragraph is limited to three (3) occasions per year.
 - d. Such leave is not accumulative.
6. Bereavement leave shall be taken in whole-day or half-day increments.

H. Personal Leave:

1. The District recognizes that at times personal circumstances may require the absence of an employee during working hours.
2. Under such circumstances, the employee shall be entitled to three (3) days per year of personal leave.
3. The leave notice shall be directed to the immediate supervisor on the form provided by District.
4. When possible, the employee shall give at least one (1) contract day advance notice of the intended leave, except in the case of emergencies. Personal leave requested within three (3) contract days of the date of the intended leave will be granted contingent upon substitute teacher availability.
5. When the number of employees requesting leave for a particular day restricts the operation of an individual school or the District, the leave requests shall be granted in a manner to minimize such impact.
6. Personal leave will not be allowed on the first or last instructional day of the school year.
7. Personal leave may be taken in hourly, whole-day or half-day increments.
8. Unused personal leave may also be banked, at the employee's option, to a maximum of four (4) days (in June). After receiving three (3) additional days the following September, an employee shall then have the option to use not more than five (5) personal leave days consecutively in a school year through the use of current and banked leave days.

- 2763 9. Unused personal leave may also be cashed out at the end of each year at the rate of one (1) day for
2764 one (1) day at per diem.
2765 10. TRS I employees will not be allowed to cash out unused personal leave days during their last two
2766 years prior to retirement due to the Excess Compensation penalty imposed on the School District
2767 by the retirement system. Instead of the cash out provision, TRS I employees will instead be
2768 allowed to trade unused personal leave for per diem day pay at the rate of one (1) personal leave
2769 day for 3.75 hours or two (2) personal leave days for 7.5 hours.

2770 **I. Jury Duty:**

- 2771 1. In cases where jury duty is required, paid leave shall be granted provided that any funds received
2772 by the employee for jury duty shall be retained by the employee. The leave provided in this
2773 paragraph shall be in addition to the leave provided in paragraph B.
2774 2. On any day that a staff member is released from jury duty or as a witness by the court and four or
2775 more hours of the staff member's scheduled work day remains, the staff member is to inform
2776 his/her supervisor and report to work if necessary.

2777 **J. Military Leave:**

- 2778 1. Certificated employees may be granted military leave absence during the time required in the
2779 Armed Services of the United States.
2780 2. Military leaves of absence for present employees who are required to be in the service are construed
2781 as school service in determining experience credits for salary purposes.
2782 3. Military leaves of absence shall be paid up to twenty-one (21) days per year.
2783 4. Additional military leave is without pay.
2784 5. Certificated employees granted such military leave upon returning shall be placed in their former
2785 position or similar position.

2786 **K. Professional Leave:**

- 2787 1. Where the District requires an employee to attend or participate in a professional meeting other
2788 than Association business meetings, then the District shall grant leave for said participation without
2789 deduction and shall reimburse the employee the reasonable actual expenses incurred in said
2790 participation.
2791 2. This leave shall be in addition to the leave provided in paragraph B of this Section and shall not be
2792 deducted there from.
2793 3. Certificated employees may request leave for participation in professional meetings other than
2794 those required in (1), excluding Association business meetings.
2795 4. The granting of this leave shall be at the sole discretion of the District.
2796 5. The District shall reimburse the employee the reasonable, actual expenses incurred for such leave.
2797 a. Reimbursement shall be in accordance with District rules and regulations.
2798 b. The employee may waive all or part of the granted reimbursement allowing the
2799 participation of more people.
2800 6. Certificated employees may request leave from the District for participation in civic organizations
2801 not related to their profession.
2802 a. The granting of this leave shall be at the sole discretion of the District and shall be without
2803 pay.
2804 b. The leave provided in this paragraph shall not exceed five (5) days per meeting.
2805 7. When the District approves that an employee is needed to transfer or accompany a student (or
2806 several students) when they are representing the District or the individual school to activities, and
2807 said employee misses regularly scheduled class time, the District will grant professional leave for
2808 such absence.

2809 **L. Other Leaves:**

- 2810 1. Leaves of absence for one (1) full contract year without pay may be granted to employees for the
2811 purpose of study, travel, recuperation, working in a professionally related field, or any other
2812 purposes.
2813 a. An employee will be expected to have completed at least two (2) consecutive years of
2814 successful service in the District prior to the commencement of leave under this policy.
2815 b. Under unusual circumstances, the Superintendent may recommend that leave be granted
2816 to employees with fewer than two (2) years of service.

- 2817 c. Such leaves of absence shall be automatically terminated and all rights to a position in
2818 the District forfeited if the employee signs a “continuing contract” in another school
2819 district.
- 2820 2. Leaves of absence for up to two (2) full contract years without pay may be granted to employees
2821 for the purpose of child rearing.
- 2822 3. Such leaves may be extended upon the recommendation of the Superintendent and at the sole
2823 discretion of the District. Certificated employees who wish to request an extension of a leave must
2824 request the extension before March 1.
- 2825 4. A leave of absence granted under this sub-Section without pay for one (1) year of study entitles an
2826 employee to a normal salary increment.
- 2827 5. Leaves of absence granted under this policy shall be limited so that no more than five percent (5%)
2828 of the employees of the District are on leave at one time. Under unusual circumstances, the Board
2829 may increase the five percent (5%) limit.
- 2830 6. If the number of applications exceeds five percent (5%) applications shall have the following
2831 preferential priority:
- 2832 a. Advanced study
- 2833 b. Recuperation
- 2834 c. Child rearing
- 2835 d. Travel
- 2836 e. Work
- 2837 f. Other
- 2838 g. In the event it becomes necessary to limit leaves allowed within categories above, the
2839 candidate(s) possessing greatest seniority shall prevail.
- 2840 7. Upon the request of an employee on leave, the District shall make provisions for the continuance
2841 of an employee’s participation in any District group insurance program, subject to approval of the
2842 carrier. The entire premium required shall be paid by the employee to the District payroll office
2843 on a monthly basis as required by the payroll office.

2844 **M. Association Leave:**

- 2845 1. Approved leave shall be allowed for Association activities. Recipients of such leave must be
2846 officials of the Association, its constituent organizations, or members of these organizations who
2847 are designated as official delegates or participants in the activities.
- 2848 2. Guidelines for Association Leave:
- 2849 a. When the Association and the District agree to conduct bargaining session(s) during the
2850 contract day, members of the Association bargaining team shall be excused without loss
2851 of pay, and the District will pay the costs of the substitute(s), should any be necessary.
- 2852 b. For any other approved association leave, the Association shall pay to the District the
2853 costs of the substitute, should any be necessary. This amount shall be equal to one (1)
2854 day’s substitute pay plus fringe benefits for each day of association leave used during the
2855 contract year.
- 2856 c. In order to be approved by the District, requests for association leave shall be submitted
2857 by the Association in writing to the Human Resources office prior to the leave.
- 2858 d. Prior to the leave, the member shall complete the proper leave request forms provided by
2859 the District.

2860 **N. Officer Leave of Absence:**

- 2861 1. The District shall grant the Association President, a full-time paid leave of absence from their
2862 teaching position for the 2-year term of service as president.
- 2863 2. The District shall grant a leave of absence to the Association President’s designee in the proportion
2864 requested.
- 2865 3. The leave portion of the contract to include salary, benefits, retirement contributions, and as if the
2866 president and the president’s designee, if applicable, were on a regular teaching assignment shall
2867 be paid to the employee by the District and the District shall be fully reimbursed by the Association.
- 2868 4. The employee(s) shall receive full experience credits and all other contractual benefits, rights, and
2869 responsibilities as provided by the state and the Collective Bargaining Agreement. They will also
2870 retain all seniority rights under this contract for the period of the leave.

- 2871 5. Upon completion of the two-year leave, the full-time president and/or the president's designee on
2872 leave, if applicable shall return to their previous teaching assignment or a mutually agreed upon
2873 alternative assignment.

2874 **O. Return from Leaves:**

- 2875 1. An employee returning from a leave of absence of up to one (1) year granted under the provisions
2876 of this Section shall be given the same consideration for returning to the position of last assignment
2877 or a similar position within the District, as if the employee had been on active duty.
2878 2. An employee returning from a leave of absence who chooses to resign part of their contract, will
2879 not necessarily be guaranteed their current position and may need to apply for a part time vacancy
2880 within the district.
2881 3. An employee returning from a leave of absence of more than one (1) year will not be guaranteed
2882 their previous position and will be placed in an open position that matches their experience and
2883 qualifications.

2884 **P. Consultation Release Time:**

- 2885 1. Certificated staff, who are representing the District on State Committees, on Special Assignments,
2886 etc. are asked to attend meetings or make presentations at conferences:
2887 a. Will be limited to seven (7) to ten (10) days of release per year depending on complexity
2888 of assignment.
2889 b. Additional days may be requested with Building Principal or Program Manager and
2890 Director of Human Resources approval.
2891 c. Days to be used prior to requesting additional days are:
2892 1. District Paid Days
2893 2. Personal Leave
2894 d. District should be reimbursed for the costs for substitutes, travel, etc.
2895 e. Cost for travel to conferences that are not reimbursed, may be submitted to the building,
2896 program or staff development fund through I-728.
2897 f. Teachers making presentations at another building within the district will not be required
2898 to count that time or days within the limit above.
2899 2. Teachers who are working as Consultants, representing themselves in a business capacity, working
2900 as a referee or coaching outside of the district:
2901 a. Will be limited to seven (7) days of release per year for no more than two (2) years.
2902 b. After two (2) years, the Teacher will need to decide if they want to continue to teach full
2903 time for the District.
2904 c. Days to be used will be:
2905 d. Personal Leave (2-5 depending upon number of banked days)
2906 e. All Personal Leave days will be used prior to non-paid days.
2907 f. Non-Paid Days (2-5 days depending upon number of Personal Leave days)
2908 g. The District will not be responsible for travel and/or registration costs.
2909 h. The District will be reimbursed for the cost of a substitute for non-paid days.

2910
2911 **SECTION 12B. Shared Assignments:**

- 2912 A. Two (2) employees may, upon administrative approval, share the same teaching assignment or daily
2913 subject schedule.
2914 B. Employees granted such status shall be placed on a one-half (1/2) time contract while being placed on an
2915 unpaid leave for the other one-half (1/2) of the contract.
2916 C. The employees are to be paid insurance benefits and salaries at one-half (1/2) time rate.
2917 D. The employee's leave status is renewable for one (1) additional year of leave.
2918 1. Upon approval of the supervisor a job share may become a continuation of the current position.
2919 2. Provided application is made no later than February 28th and administrative approval is received.
2920 E. The employees are entitled to full re-employment rights at the expiration of said leave.
2921 F. Employees on a shared assignment are expected to assume an equitable share of additional duties.

ARTICLE XIII - REDUCTION IN FORCE (RIF)

SECTION 13A. General Conditions

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

SECTION 13B. Layoff Conditions:

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

SECTION 13C. Placement Criteria:

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

SECTION 13D. Reduction Procedure:

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

SECTION 13E. Layoff Provisions:

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

SECTION 13F. Recall:

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

3028 G. Acceptance of contract employment as an employee in any other school district while on layoff status
3029 shall constitute an automatic termination of the employment relationship as provided herein.

ARTICLE XIV - SUBSTITUTE TEACHERS AND LONG TERM SUBSTITUTES

SECTION 14A. Definition of Terms

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

SECTION 14B. Substitute Priority Procedure

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

SECTION 14C. Daily Rate of Pay

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

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

A. Replacement Employee:

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

B. Long Term Substitute:

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

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

1. Upon completion of thirty (30) days within the proceeding time frame, the employee shall be considered a thirty (30) day substitute and an employee within the bargaining unit.
2. Thirty (30) day substitutes shall not be covered by the provisions of this Agreement, except for the specific substitute language in the current agreement.

ARTICLE XV – CALENDAR

SECTION 15A. Definition of Terms

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

SECTION 15B. Perpetual Calendar

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

SECTION 15C. Emergency School Closure and Delayed Opening

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


3135 **ARTICLE XVI - DURATION**

3136
3137 This contract shall remain in full force and effective from September 1, 2021 to and including August 31,
3138 2022 with the following areas open for continued re-negotiation: benefits, calendar, evaluation, portions of
3139 the contract affected by legislative action, and any other mutually agreed upon re-openers. Either party may,
3140 upon written notice, no later than sixty (60) days before the date of expiration, give notice of its intent to
3141 negotiate a successor contract. This contract may be modified in writing at any time through the mutual
3142 consent of the parties.

3143
3144 In witness whereof, the parties have set their hands this 9th day of November, 2021.

3145
3146 
Rick Jansons
President of the Richland School Board


Ken Hays
President of the Richland Education Association


Tony Howard
Assistant Superintendent, Human Resources


Krista Calvin
Vice President Richland Education Association

Appendix A: Evaluation Forms:

1. Teacher Professional Growth Evaluation Summary
2. Teacher Professional Growth Plan
3. Teacher Evaluation Summary
4. Observation Worksheet
5. TPEP Comprehensive Summative Form
6. TPEP Focused Summative Form
7. Counselor Evaluation Summary
8. Counselor Evaluation Observation
9. Library Evaluation Summary
10. Library Evaluation Observation
11. Psychologist Evaluation Summary
12. Psychologist Evaluation Observation
13. SLP Evaluation summary
14. SLP Evaluation Observation
15. Therapist Evaluation Summary
16. Therapist Evaluation Observation

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

Employee: _____ Assignment: _____

Evaluator: _____ Final Meeting Date: _____

Initial Meeting Date: _____ Additional Meeting Dates: _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgment, and contribution to school and district activities. Additionally it is assumed that the employee meets the minimum criteria required by State Statute as reflected on the Teacher Evaluation Summary.

GOAL AREAS ADDRESSED:

EVALUATOR COMMENTS (Required):

EMPLOYEE COMMENTS: (Optional – attach if applicable)

Signature of Evaluator Date Signature of Employee* Date

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

Original: Human Resources File Copies: Employee Evaluator

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

Employee: _____ Assignment: _____

School Year: _____ Date: _____

1. Specify professional goal(s), which is to be the focus of my Professional Growth Plan. Goals must support Essential Academic Learning Requirements in the categories of curriculum, assessment and/or instruction.

2. What is the plan of action for achieving my goal(s)?

3. How can my principal help me to achieve my goal(s)?

4. Who will be involved in working with me to achieve my goal(s)?

5. Specify the assessment tool(s) that will be used to measure success in achieving my goal(s), such as evidence of student growth, evidence of professional growth, products, samples, or portfolios. Assessment tools may include, but are not limited to:
 - Observations by evaluator
 - Student assessment devices
 - Parental assessment devices
 - Support group observation critique
 - Recording devices
 - Self-evaluation
 - Research
 - _____
 - _____

Initial Planning Meeting: _____

Additional Meetings: _____

Final Meeting: _____

Signature of Evaluator Date

Signature of Employee Date

Original: HRS File Copies: Employee Evaluator
Revised 08/02

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

Employee: _____ Assignment: _____

Evaluator: _____ Evaluation Conference Date: _____

Standard Evaluation ☐

Short Form Evaluation ☐

1st Observation Date: _____

2nd Observation Date: _____

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

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

EVALUATOR COMMENTS (Required):

EMPLOYEE COMMENTS: (Optional – attach if applicable)

Signature of Evaluator Date Signature of Employee* Date

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

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

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

Employee	Employee signature/date	
Evaluator	Evaluator signature/date	
Observation date(s)	Position Observed	Building Assignment

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

1.0	INSTRUCTIONAL SKILL	MS	NI	NO
------------	----------------------------	----	----	----

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

Comments:

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

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

Comments:

3.0	PROFESSIONAL PREPARATION AND SCHOLARSHIP	MS	NI	NO
------------	---	----	----	----

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 3.1 Participates in professional activities and pursues knowledge of current theories and practices | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.2 Uses effective and appropriate oral and written language | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.3 Exhibits appropriate professional practice and behavior | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.4 Deals with confidential information in an ethical manner | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

4.0	EFFORT TOWARD IMPROVEMENT	MS	NI	NO
------------	----------------------------------	----	----	----

- | | | | |
|---|--------------------------|--------------------------|--------------------------|
| 4.1 Demonstrates an awareness of his/her strengths and limitations by efforts to implement professional growth | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.2 Demonstrates effort toward self-improvement responding positively to supervision and constructive criticism | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments:

5.0	HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS	MS	NI	NO
5.1	Maintains appropriate student conduct that is consistent with and supportive to the educational setting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2	Establishes and maintains good rapport and clear parameters for students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3	Creates an environment which provides privacy and protects student and family information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

6.0	INTEREST IN TEACHING STUDENTS	MS	NI	NO
6.1	Demonstrates an understanding and commitment to each pupil, taking into account each individual's unique background and characteristics	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.2	Evaluates individual student progress and maintains appropriate records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

7.0	KNOWLEDGE OF SUBJECT MATTER	MS	NI	NO
7.1	Possesses and maintains appropriate academic background in current educational theory and practice as appropriate to classroom instruction or specialization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2	Consults with staff, school personnel and/or parents concerning the development, coordination, selection of materials, and/or extension of services needed for designing learning experiences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

8.0	COMMUNICATION	MS	NI	NO
8.1	Works to establish and maintain a positive professional and supportive relationship with educational staff, colleagues, parents, and students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2	Demonstrates the ability and desire to work with students, parents, and staff in offering specialized assistance in identifying those needing specialized programs and/or effectively conveys student academic progress and behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

Comprehensive Summative Evaluation Form with Comments

RICHLAND SCHOOL DISTRICT #400 COMPREHENSIVE SUMMATIVE TEACHER EVALUATION									
Teacher Name		Stu Dent		School		SELECT			
Evaluator Name		Ann Teek		Year		2017-2018		Date of Eval	
								0 (check here with "X" if 90 day new hire eval)	
CRITERIA		CEL 5-D+ SUBDIMENSION RATINGS							
1. Centering Instruction on High Expectations for Student Achievement	P1	P4	P5	CEC2					
	SE1	SE4	SE5	CP5					
2. Demonstrating effective teaching practices	SE2	SE3	CP4	A4	SG 3.1	SG 3.2			
3. Recognizing individual student learning needs and developing strategies to address those needs	P2	CP1	CP2	CP3	P3				
4. Providing clear and intentional focus on subject matter content and curriculum	CEC1	CEC3	CEC4	CEC5					
5. Fostering and managing a safe, positive learning environment	A1	A2	A3	A5	SG 6.1	SG 6.2			
6. Using multiple student data points to modify instruction and improve student learning	PCC2	PCC3							
7. Communicating and collaborating with parents and the school community	PCC1	PCC4	PCC5	SG 8.1					
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning									
CEL 5-D+ Subdimension Total Score & Rating								0	
8-14 Unsatisfactory 15-21 Basic 22-28 Proficient 29-30 Distinguished									
Evaluator Signature & Date								Student Growth Total Score & Rating	0
9-12 Low 13-17 Average 18-20 High									
Teacher Signature & Date								OVERALL SUMMATIVE RATING	Proficient
(signature does not imply agreement, only receipt)								will match CEL 5-D+ Subdimension Rating except if a "Distinguished" rating has a "Low" Student Growth Rating	

RICHLAND SCHOOL DISTRICT #400 COMPREHENSIVE SUMMATIVE TEACHER EVALUATION									
Teacher Name		Stu Dent		School		SELECT			
Evaluator Name		Ann Teek		Year		2017-2018		Date of Eval	
								1/0/1900	
								0 (check here with "X" if 90 day new hire eval)	
Evaluator Comments (Add additional pages if necessary)									
Teacher Comments (Optional, add additional pages if necessary)									

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

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

RICHLAND SCHOOL DISTRICT #400 FOCUSED SUMMATIVE TEACHER EVALUATION									
Teacher Name		SITE		SELECT					
Evaluator Name		YEAR		2017-2018		DATE			
CRITERION		CEL 5-D+ SUBDIMENSION RATINGS							
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	PCC1	PCC4	PCC5	SG 8.1					
	1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished					
Evaluator Signature & Date									
Teacher Signature & Date									
(signature does not imply agreement, only receipt)		OVERALL SUMMATIVE RATING							
		Proficient							
Evaluator Comments (Add additional pages if necessary)									

RICHLAND SCHOOL DISTRICT #400 FOCUSED SUMMATIVE TEACHER EVALUATION									
Teacher Name		0		SITE		SELECT			
Evaluator Name		0		YEAR		2017-2018		DATE	
Teacher Comments (Optional, add additional pages if necessary)									

RICHLAND SCHOOL DISTRICT NO. 400

COUNSELOR EVALUATION SUMMARY

Employee _____

Assignment _____

Evaluator _____

Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

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

Professional Characteristics					
Criterion	Meets Standards	Needs Improvement		Meets Standards	Needs Improvement
1. Knowledge and Scholarship in special Field			4. The Counselor as a Professional		
2. Specialized Skills			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
3. Management of Special and Technical Environment					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

Signature of Evaluator

Date

Signature of Employee*

Date

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

Richland School District #400

COUNSELOR OBSERVATION WORKSHEET

Observation date(s)	Employee	
Evaluator signature/date	Evaluator	
Employee signature/date	Grade/Subject Observed	Building Assignment

DIRECTIONS:

This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require that comments be provided.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0	KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD
Demonstrates a depth and breadth of knowledge of theory and content in counseling as well as an understanding of and knowledge about public school education.	1.1. Possesses and maintains appropriate academic background in counseling 1.2. Possesses and maintains appropriate academic background in current educational theory and practice. 1.3. Integrates counseling practices into the total school educational efforts.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

2.0	SPECIALIZED SKILLS
	Standards and Performance Indicators

2.1	Implements the Guidance Curriculum through effective instructional skills and the careful planning of group sessions for students (classroom activities, group activities, etc.)
2.1.1.	Effectively uses instructional techniques.

- 2.1.2. Effectively uses guidance learning activities.
- 2.1.3. Actively involves students in learning.
- 2.1.4. Follows district adopted benchmarks.
- 2.1.5. Evidence is present of competency attainment for students.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

2.2	Implements individual planning through the effective use of guidance skills such as individual appraisal, individual advisement, placement, etc.
	<ul style="list-style-type: none"> 2.2.1. Completes careful planning for individual sessions. 2.2.2. Presents accurate, relevant, unbiased information to students, parents and teachers about individual student needs. 2.2.3. Involves students in personalized educational and career planning. 2.2.4. Provides accurate and appropriate test interpretation. 2.2.5. Selects individual planning activities consistent with identified student needs.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

2.3	Conducts responsive services through consultations, personal counseling, crisis counseling and making referrals
	<ul style="list-style-type: none"> 2.3.1. Appropriately identifies problems and issues to be resolved. 2.3.2. Selects counseling, consulting, and referral interventions appropriate to students' problems and circumstances. 2.3.3. Conducts well-planned and goal-oriented sessions. 2.3.4. Uses small groups and individual counseling techniques that are appropriate to the topic and to students' needs and abilities. 2.3.5. Actively involves students and parents in the counseling, consulting and referral process. 2.3.6. Provides timely follow-up. 2.3.7. Makes provision for services consistent with identified student needs.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

3.0	MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT
	Provides system support through effective program monitoring and management.

- 3.1. Provides a comprehensive and balanced guidance program.
- 3.2. Selects program activities which meet identified students' needs and are consistent with building and district goals.
- 3.3. Operates within established procedures, policies, and priorities.
- 3.4. Contributes to organizational solutions outside of assigned responsibilities.
- 3.5. Implements programs which promote and explain the school guidance program.
- 3.6. Attends to ideas and concerns expressed regarding the guidance program.
- 3.7. Provides necessary support for other school programs.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

4.0	THE COUNSELOR AS A PROFESSIONAL
	Establishes effective professional and interpersonal relationships and fulfills professional responsibilities.

- 4.1 Demonstrates positive interpersonal relationships with students, educational staff, and parents.
- 4.2 Participates in professional growth activities.
- 4.3 Follows the policies, procedures, and directives of the school district.
- 4.4 Maintains professional and responsible work habits.
- 4.5 Practices according to ethical standards and legal guidelines.
- 4.6 Demonstrates consistent effort toward self improvement.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

5.0	INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND EDUCATIONAL PERSONNEL
	Demonstrates the ability and desire to work with students, parents, and staff in offering specialized assistance in identifying those needing specialized programs.

- 5.1. Communicates effectively with parents, staff and other professional personnel.
- 5.2. Effectively conveys to and elicits from parents information regarding the progress and behavior of their student.
- 5.3. Conducts and/or participates in MDT, IEP, and departmental meetings as necessary.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

**RICHLAND SCHOOL DISTRICT NO. 400
LIBRARIAN EVALUATION SUMMARY**

Employee _____ Assignment _____

Evaluator _____ Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

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

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

EVALUATOR COMMENTS (Required):

EMPLOYEE COMMENTS:

Signature of Evaluator Date

Signature of Employee* Date

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

RICHLAND SCHOOL DISTRICT #400
LIBRARIAN OBSERVATION WORKSHEET

Observation date(s)

Employee

Evaluator signature/date

Evaluator

Employee signature/date

Grade/Subject Observed

Building Assignment

DIRECTIONS:

This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/A or N/O) Not Observed/Not Applicable

1.0 INSTRUCTIONAL SKILL

The librarian demonstrates competence (knowledge and skill) in designing and conducting an instructional experience.

- 1.1 Instructs and motivates students and teachers to effectively use Library / Media Center materials and equipment.
- 1.2 Serves as a participating member in curriculum planning, and development and implementation.
- 1.3 Provides reading, listening and viewing guidance to students and teachers.
- 1.4 Develops information on materials, services and new teaching ideas o the faculty.
- 1.5 Disseminates information on materials, services, and new teaching ideas to the faculty.

1	2	3	N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard	Not observed Not applicable

COMMENTS:

2.0 CLASSROOM MANAGEMENT

The librarian demonstrates competence (knowledge and skill) in organizing the physical and human elements.

- 2.1 Trains and supervises support personnel.
- 2.2 Coordinates use of Library/Media Center by classes and groups
- 2.3 Establishes clear procedure for students, faculty and administration.
- 2.4 Adheres to the District Instructional Materials selection policy.
- 2.5 Uses teacher suggestions in evaluation and selection of materials.
- 2.6 Prepares budget according to collection needs.
- 2.7 Maintains facilities, furnishings and supplies.
- 2.8 Establishes cataloging and classification processes and procedures.

2.9 Arranges materials and equipment for easy accessibility.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 PROFESSIONAL PREPARATION AND SCHOLARSHIP

☐

The librarian exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

- 3.1 Posesses appropriate academic background
- 3.2 Demonstrates active participation in on-going professional growth.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 EFFORT TOWARD IMPROVEMENT

☐

The librarian demonstrates an awareness of his/her strengths and limitations by efforts to improve or enhance competence.

- 4.1 Responds positively to supervision and constructive criticism.
- 4.2 Makes use of self-evaluation.
- 4.3 Participates in appropriate in-service and career development activities.
- 4.4 Provides for on-going evaluation of the Library/Media Center.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

☐

The librarian demonstrates ability to manage the non-instructional, human elements/dynamics occurring among pupils in the education setting.

- 5.1 Establishes clear parameters for student conduct.
- 5.2 Assists students toward self-discipline and acceptable standards of behavior.
- 5.3 Disciplines in a positive and consistent manner.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 INTEREST IN TEACHING STUDENTS

The librarian demonstrates commitment to each pupil's unique background and characteristics and enthusiasm for enjoyment in working with pupils.

- 6.1 Establishes rapport with students.
- 6.2 Adapts willingly and constructively to change.
- 6.3 Maintains a positive attitude toward students and the educational setting.
- 6.4 Respects the uniqueness of each individual.
- 6.5 Responds to immediate classroom needs of teachers and students.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 KNOWLEDGE OF SUBJECT MATTER

The librarian demonstrates adequate knowledge of theory and content in general education and subject matter specialization(s).

- 7.1 Demonstrates knowledge of specialization.
- 7.2 Shows skill in location of reference materials and preparation of bibliographies.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

8.0 COMMUNICATION WITH PARENTS

The librarian employs effective and consistent efforts to relate the school program and student progress to parents.

- 8.1 Possesses rapport in dealing with parents.
- 8.2 Collects factual data on students.
- 8.3 Effectively conveys to parents information regarding the progress and behavior of their children.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400 PSYCHOLOGIST EVALUATION SUMMARY

Employee _____

Assignment _____

Evaluator _____

Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

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

Professional Characteristics					
Criterion	Meets Standards	Needs Improvement		Meets Standards	Needs Improvement
1. Knowledge and Scholarship in special Field			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
2. Specialized Skills			6. Effort Toward Improvement When Needed		
3. Management of Special and Technical Environment			7. Personal and Professional Characteristics		
4. The Support Person as a Professional					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

Signature of Evaluator

Date

Signature of Employee*

Date

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

RICHLAND SCHOOL DISTRICT #400

PSYCHOLOGIST OBSERVATION WORKSHEET

Observation date(s)	Employee	
Evaluator signature/date	Evaluator	
Employee signature/date	Grade/Subject Observed	Building Assignment

DIRECTIONS:

This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- 1.1 Provides theoretical rationale for the use of various procedures.
- 1.2 Demonstrates understanding of the basic principals of human growth and development.
- 1.3 Demonstrates awareness of personal and professional limitations and has the ability to make appropriate referrals.
- 1.4 Relates and applies knowledge, research findings and theory to the development of a program of services.
- 1.5 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

- 2.1 Demonstrates ability to synthesize and integrate testing and non-testing data to help students integrate and assimilate data.
- 2.2 Demonstrates ability to synthesize and integrate testing and non-testing data to help others involved with the student interpret and use data appropriately and accurately.
- 2.3 Administers assessment procedures or organizes and prepares those who will administer assessment procedures.
- 2.4 Demonstrates ability to assist teachers and administrators integrate specialized information, materials or equipment into the general education curriculum.
- 2.5 Develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.
- 2.6 Provides specific and appropriate services with the social/behavioral realm.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- 3.1 Selects and recommends testing and non-testing procedures and materials appropriate to student needs.
- 3.2 Creates an environment which provides privacy and protects student and family information
- 3.3 Is consistently prompt and accurate with reports.
- 3.4 Selects and prepares equipment and/or materials in advance of use time.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

- 4.1 Demonstrates awareness of the law as it relates to the area of special services.
- 4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
- 4.3 Willing accepts school responsibilities.
- 4.4 Deals with confidential information in an ethical manner.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

- 5.1 Consults with staff, school personnel and parents concerning the development, coordination, selection of materials, and/or extension of services needed.
- 5.2 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.
- 5.3 Evaluates individual student progress and maintains records appropriate to the field of specialty.
- 5.4 Has positive attitude with students.
- 5.5 Deals fairly and consistently with students.

- 5.6 Is sought out for consultation.
 5.7 Participants in IEP, multidisciplinary, and staff meetings
 5.8 Establishes an anticipatory set at the onset of testing sessions.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- 6.1 Is responsive to constructive criticism.
 6.2 Attempts to implement suggestions for improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 PERSONAL AND PROFESSIONAL CHARACTERISTICS

- 7.1 Exhibits self-control, mature behavior and sound judgment.
 7.2 Exhibits proper command and use of language skills, both written and oral.
 7.3 Cooperates efficiently and promptly in school procedures and business matters.
 7.4 Evidences energy and enthusiasm.
 7.5 Participates in departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400
SLP EVALUATION SUMMARY

Employee _____ Assignment _____

Evaluator _____ Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

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

Professional Characteristics					
Criterion	Meets Standards	Needs Improvement		Meets Standards	Needs Improvement
1. Knowledge and Scholarship in special Field			4. The Support Person as a Professional		
2. Specialized Skills			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
3. Management of Special and Technical Environment					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

Signature of Evaluator

Date

Signature of Employee*

Date

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

RICHLAND SCHOOL DISTRICT #400

SLP OBSERVATION WORKSHEET

Observation date(s)	Employee	
Evaluator signature/date	Evaluator	
Employee signature/date	Grade/Subject Observed	Building Assignment

DIRECTIONS:

This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

-
- 1.1 Uses principles and methods of learning theory (i.e. motivation, development, and personality) as a basis for the design of learning experiences.
 - 1.2 Uses effective and appropriate oral and written language.
 - 1.3 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

Standards and Performance Indicators:

2.1 Demonstrates understanding of learning theory by appropriate preparation for therapy session(s).

-
- 2.1.1 Relates previous learning and knowledge of students to design therapy sessions.
 - 2.1.2 Designs sessions in a clear, logical format and insures continuity and sequence.
 - 2.1.3 Modifies therapy sessions and therapy techniques as the learning situation requires.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

--	--	--	--	--

COMMENTS:

2.2 Implements a variety of effective therapy techniques.

☐

- 2.2.1 Employs a variety of therapy techniques as the subject and learner maturity indicate (i.e. modeling, demonstrating, questioning, role-playing, cooperative learning, peer tutoring, other).
- 2.2.2 Provides opportunities for students to solve problems through creative, analytical and critical thinking.
- 2.2.3 Develops and implements alternative intervention strategies for students who appear to not be performing to their abilities.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.3 Implements Essential Learnings consistent with district guidelines.

☐

- 2.3.1 Presents therapy sessions and learning activities, which reflect appropriate guidelines and procedures to achieve the Essential Learnings.
- 2.3.2 Develops activities that allow students to apply what they have learned in therapy.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.4 Provides students with specific evaluative feedback.

☐

- 2.4.1 Prepares and administers effective evaluation activities (pre-test, post-test, authentic performance).
- 2.4.2 Makes appropriate use of evaluation information (to develop goals and objectives, and provide feedback to students, parents, and teachers).
- 2.4.3 Keeps adequate and current assessment records.
- 2.4.4 Checks for student understanding during therapy.

1	2	3		N/A
No evidence of use	Some evidence of use	Consistent evidence of use		Not observed Not applicable

Does not meet the standard	Additional improvement needed	Meets standard		

COMMENTS:

2.5 Uses a variety of appropriate therapy materials.

☐

- 2.5.1 Uses multi-sensory approaches (i.e. kinesthetic, tactile, visual, auditory).
- 2.5.2 Is resourceful in finding, developing and using materials to aid therapy.
- 2.5.3 Uses therapy materials to explain and demonstrate.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.6 Participates in referral, placement, and development and implementation of IEP's for students with disabilities

☐

- 2.6.1 Assists with the collection of observational data and work samples.
- 2.6.2 Aids in determination of student's strengths and weaknesses.
- 2.6.3 Aids in collection of evaluation and diagnostic information, such as observational data, within the required timeline.
- 2.6.4 Actively participates in implementation of IEP.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

☐

- 3.1 Gives prompt attention to routine duties (i.e. maintains adequate therapy logs, Medicaid billing info, etc).
- 3.2 Selects and prepares materials in advance of therapy session.
- 3.3 Assumes responsibility for therapy supervision.
- 3.4 Maintains environment conducive to learning.
- 3.5 Communicates an appropriate set of rules to students.
- 3.6 Relates therapy to objectives of the student's IEP.
- 3.7 Assists students toward self-discipline and acceptable standards of student behavior.
- 3.8 Deals consistently and fairly with all students.
- 3.9 Maintains good rapport with students.

- 3.10 Maintains appropriate student conduct that is consistent with building policy.
 3.11 Displays concern for the welfare of each student.
 3.12 Uses praise and positive motivation appropriately.
 3.13 Uses students' responses and ideas in a constructive manner.
 3.14 Encourages students to accept responsibility for their own performance.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

- 4.1 Demonstrates academic background appropriate and training appropriate to area of discipline.
 4.2 Recognizes strengths as well as limitations of training and experiences.
 4.3 Implements suggestions for improvement and actively solicits suggestions from others as necessary.
 4.4 Demonstrates consistent effort toward self-improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

- 5.1 Communicates effectively with parents, staff and other professional personnel.
 5.2 Effectively conveys to and elicits from parents information regarding the progress and behavior of their children.
 5.3 Conducts and/or participates in MDT, IEP and departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400

THERAPIST EVALUATION SUMMARY

Employee _____

Assignment _____

Evaluator _____

Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

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

Professional Characteristics					
Criterion	Meets Standards	Needs Improvement		Meets Standards	Needs Improvement
1. Knowledge and Scholarship in special Field			6. Involvement in Assisting Pupils, Parents and Educational Personnel		
2. Specialized Skills			6. Effort Toward Improvement When Needed		
5. Management of Special and Technical Environment			8. Personal and Professional Characteristics		
6. The Support Person as a Professional					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

Signature of Evaluator

Date

Signature of Employee*

Date

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

RICHLAND SCHOOL DISTRICT #400 THERAPIST OBSERVATION WORKSHEET

Observation date(s)	Employee	
Evaluator signature/date	Evaluator	
Employee signature/date	Grade/Subject Observed	Building Assignment

DIRECTIONS:

This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- 1.1 Provides theoretical rationale for the use of various procedures.
- 1.2 Demonstrates understanding of the basic principals of human growth and development.
- 1.3 Demonstrates awareness of personal and professional limitations and has the ability to make appropriate referrals.
- 1.4 Relates and applies knowledge, research findings and theory to the development of a program of services.
- 1.5 Keeps professional preparation current.

1	2	3	N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard	Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

- 2.7 Demonstrates ability to synthesize and integrate testing and non-testing data to help students integrate and assimilate data.
- 2.8 Demonstrates ability to synthesize and integrate testing and non-testing data to help others involved with the student interpret and use data appropriately and accurately.
- 2.9 Administers assessment procedures or organizes and prepares those who will administer assessment procedures.
- 2.10 Demonstrates ability to assist teachers and administrators integrate specialized information, materials or equipment into the general education curriculum.
- 2.11 Develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.
- 2.12 Provides specific and appropriate services with the social/behavioral realm.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- 3.1 Selects and recommends testing and non-testing procedures and materials appropriate to student needs.
 3.2 Creates an environment which provides privacy and protects student and family information
 3.3 Is consistently prompt and accurate with reports.
 3.4 Selects and prepares equipment and/or materials in advance of use time.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

- 4.5 Demonstrates awareness of the law as it relates to the area of special services.
 4.6 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
 4.7 Willing accepts school responsibilities.
 4.8 Deals with confidential information in an ethical manner.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

- 5.9 Consults with staff, school personnel and parents concerning the development, coordination, selection of materials, and/or extension of services needed.
 5.10 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.
 5.11 Evaluates individual student progress and maintains records appropriate to the field of specialty.
 5.12 Has positive attitude with students.
 5.13 Deals fairly and consistently with students.

5.14Is sought out for consultation.

5.15Participants in IEP, multidisciplinary, and staff meetings

5.16Establishes an anticipatory set at the onset of testing sessions.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

6.3 Is responsive to constructive criticism.

6.4 Attempts to implement suggestions for improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 PERSONAL AND PROFESSIONAL CHARACTERISTICS

7.6 Exhibits self-control, mature behavior and sound judgment.

7.7 Exhibits proper command and use of language skills, both written and oral.

7.8 Cooperates efficiently and promptly in school procedures and business matters.

7.9 Evidences energy and enthusiasm.

7.10Participates in departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:


Appendix B: Settlement Documents


1. Final Tentative Agreement for 2021-2022 Contract
2. 2021-22 Salary Schedule

1 year Contract Proposal - REA

RSD counter 11pm

- 2% IPD + 2% Regionalization = Base \$52,705 + 3% Regionalization Stipend
- Salary Structure Stays the same

1. All TA'd documents accepted
2. Also accept TA for:
 - a. 7B Work Day
Accepting BUT striking A.1 sect a & b
 - b. 7X ALE
 - c. 8B Sped Workload
BUT DD pre-K caseload at ~~2024~~ 22  8/27/21
 - d. 8E Planning Time
 - e. 10E Supplemental Days maintaining the legacy employees at 20 days
 - f. 10F Itinerants
3. Maintain Current Contract Language (CCL) for:
 - a. 7D Planning time (old 7B)
 - b. 7K Discipline
 - c. 7N Professional Development
4. Withdrawing
 - a. 7XX Counselors
5. Maintain Current Contract Language with the following amendments:
 - a. 8C Special Education Para-ed Time
Keep current contract language with the agreement that designated one-on-one paras don't count towards the classroom paras
6. Resubmitting because of non-response by District
 - a. 8D Special Education Overload
Itinerant caseload overload increases from \$1.50 per student to \$3.00 per student


_____ 8/27/21

7	\$52,705	RSD SALARY SCHEDULE FY 2021-2022						
	1.0000	BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
						MA + 0	MA + 45	MA + 90/PhD
Year 0	Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
	Base 0	\$52,705	\$54,128	\$55,604	\$57,080	\$63,188	\$67,932	\$70,989
	Time 7D	\$2,050	\$2,105	\$2,162	\$2,220	\$2,457	\$2,642	\$2,761
	Region	\$1,581	\$1,624	\$1,668	\$1,712	\$1,896	\$2,038	\$2,130
	Total	\$56,336	\$57,857	\$59,434	\$61,012	\$67,541	\$72,611	\$75,879
Year 1	Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
	Base 1	\$53,417	\$54,861	\$56,352	\$57,897	\$63,889	\$68,685	\$71,721
	Time 7D	\$2,077	\$2,133	\$2,191	\$2,252	\$2,485	\$2,671	\$2,789
	Region	\$1,602	\$1,646	\$1,691	\$1,737	\$1,917	\$2,061	\$2,152
	Total	\$57,096	\$58,640	\$60,234	\$61,885	\$68,290	\$73,417	\$76,662
Year 2	Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
	Base 2	\$54,091	\$55,548	\$57,058	\$58,719	\$64,598	\$69,376	\$72,447
	Time 7D	\$2,104	\$2,160	\$2,219	\$2,284	\$2,512	\$2,698	\$2,817
	Region	\$1,623	\$1,666	\$1,712	\$1,762	\$1,938	\$2,081	\$2,173
	Total	\$57,817	\$59,375	\$60,988	\$62,764	\$69,048	\$74,156	\$77,438
Year 3	Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
	Base 3	\$54,788	\$56,258	\$57,784	\$59,499	\$65,269	\$70,034	\$73,180
	Time 7D	\$2,131	\$2,188	\$2,247	\$2,314	\$2,538	\$2,724	\$2,846
	Region	\$1,644	\$1,688	\$1,734	\$1,785	\$1,958	\$2,101	\$2,195
	Total	\$58,563	\$60,134	\$61,764	\$63,598	\$69,765	\$74,859	\$78,222
Year 4	Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
	Base 4	\$55,470	\$57,006	\$58,541	\$60,315	\$65,972	\$70,769	\$73,938
	Time 7D	\$2,157	\$2,217	\$2,277	\$2,346	\$2,566	\$2,752	\$2,875
	Region	\$1,664	\$1,710	\$1,756	\$1,809	\$1,979	\$2,123	\$2,218
	Total	\$59,291	\$60,933	\$62,574	\$64,470	\$70,517	\$75,644	\$79,032
Year 5	Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
	Base 5	\$56,176	\$57,719	\$59,269	\$61,142	\$66,686	\$71,467	\$74,697
	Time 7D	\$2,185	\$2,245	\$2,305	\$2,378	\$2,593	\$2,779	\$2,905
	Region	\$1,685	\$1,732	\$1,778	\$1,834	\$2,001	\$2,144	\$2,241
	Total	\$60,046	\$61,695	\$63,351	\$65,354	\$71,280	\$76,391	\$79,843
Year 6	Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
	Base 6	\$56,900	\$58,410	\$60,013	\$61,980	\$67,418	\$72,176	\$75,422
	Time 7D	\$2,213	\$2,271	\$2,334	\$2,410	\$2,622	\$2,807	\$2,933
	Region	\$1,707	\$1,752	\$1,800	\$1,859	\$2,023	\$2,165	\$2,263
	Total	\$60,820	\$62,434	\$64,147	\$66,250	\$72,062	\$77,148	\$80,617
Year 7	Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
	Base 7	\$58,176	\$59,707	\$61,331	\$63,405	\$68,789	\$73,615	\$76,954
	Time 7D	\$2,262	\$2,322	\$2,385	\$2,466	\$2,675	\$2,863	\$2,993
	Region	\$1,745	\$1,791	\$1,840	\$1,902	\$2,064	\$2,208	\$2,309
	Total	\$62,184	\$63,820	\$65,556	\$67,772	\$73,528	\$78,686	\$82,256
Year 8	Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
	Base 8	\$60,041	\$61,657	\$63,319	\$65,564	\$70,946	\$75,840	\$79,314
	Time 7D	\$2,335	\$2,398	\$2,462	\$2,550	\$2,759	\$2,949	\$3,084
	Region	\$1,801	\$1,850	\$1,900	\$1,967	\$2,128	\$2,275	\$2,379
	Total	\$64,177	\$65,904	\$67,681	\$70,080	\$75,834	\$81,065	\$84,778

Year 9	Mix Factor		1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
	Base 9		\$63,674	\$65,421	\$67,746	\$73,127	\$78,136	\$81,715
	Time 7D		\$2,476	\$2,544	\$2,635	\$2,844	\$3,039	\$3,178
	Region		\$1,910	\$1,963	\$2,032	\$2,194	\$2,344	\$2,451
	Total		\$68,061	\$69,927	\$72,413	\$78,165	\$83,519	\$87,345
Year 10	Mix Factor			1.2816	1.3289	1.4310	1.5273	1.5974
	Base 10			\$67,546	\$70,040	\$75,423	\$80,499	\$84,193
	Time 7D			\$2,627	\$2,724	\$2,933	\$3,131	\$3,274
	Region			\$2,026	\$2,101	\$2,263	\$2,415	\$2,526
	Total			\$72,200	\$74,865	\$80,619	\$86,044	\$89,993
Year 11	Mix Factor				1.3737	1.4758	1.5742	1.6457
	Base 11				\$72,401	\$77,784	\$82,969	\$86,739
	Time 7D				\$2,816	\$3,025	\$3,227	\$3,373
	Region				\$2,172	\$2,334	\$2,489	\$2,602
	Total				\$77,389	\$83,143	\$88,685	\$92,714
Year 12	Mix Factor				1.4171	1.5224	1.6224	1.6961
	Base 12				\$74,687	\$80,239	\$85,506	\$89,391
	Time 7D				\$2,904	\$3,120	\$3,325	\$3,476
	Region				\$2,241	\$2,407	\$2,565	\$2,682
	Total				\$79,832	\$85,766	\$91,397	\$95,549
Year 13	Mix Factor					1.5706	1.6717	1.7476
	Base 13					\$82,779	\$88,107	\$92,106
	Time 7D					\$3,219	\$3,426	\$3,582
	Region					\$2,483	\$2,643	\$2,763
	Total					\$88,481	\$94,177	\$98,451
Year 14	Mix Factor					1.6202	1.7245	1.8010
	Base 14					\$85,394	\$90,891	\$94,924
	Time 7D					\$3,321	\$3,535	\$3,692
	Region					\$2,562	\$2,727	\$2,848
	Total					\$91,276	\$97,152	\$101,464
Year 15	Mix Factor					1.6623	1.7693	1.8479
	Base 15					\$87,613	\$93,253	\$97,392
	Time 7D					\$3,407	\$3,627	\$2,705
	Region					\$2,628	\$2,798	\$2,922
	Total					\$93,649	\$99,677	\$103,019
Year 16-17	Mix Factor					1.6956	1.8047	1.8848
	Base 16-17					\$89,365	\$95,118	\$99,340
	Time 7D					\$3,475	\$3,699	\$3,863
	Region					\$2,681	\$2,854	\$2,980
	Total					\$95,522	\$101,670	\$106,184
Year 18+	Mix Factor					1.6956	1.8047	1.8848
	Base 18+					\$89,365	\$95,118	\$99,340
	Time 7D					\$3,475	\$3,699	\$3,863
	Region					\$2,681	\$2,854	\$2,980
	Longevity					\$1,340	\$1,427	\$1,490
	Total					\$96,862	\$103,097	\$107,674

Appendix C

1. TIME Agreement Verification Form
2. Grievance Form A
3. Grievance Form B
4. 2021-22 RSD Calendar
5. Conference Protocols
6. SEBB/PMFL Agreement

RICHLAND SCHOOL DISTRICT NO. 400
TIME VERIFICATION FORM:
[ARTICLE IX, Section 9A]

DIRECTIONS: FILL OUT AND RETURN TO YOUR EVALUATING SUPERVISOR

Time Portion of Supplemental Contract:

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

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

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

<u>2021-22</u>
<u>Day 1</u>
<u>Day 2</u>
<u>Day 3</u>
<u>Day 4</u>
<u>Day 5</u>
<u>Day 6</u>
<u>Day before school starts.</u>

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

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

Employee's Signature Employee Serial # Date

Evaluating Supervisor Signature Date

Superintendent or Designee's Signature Date
Original – Payroll Copy – Employee

Grievance Form A

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

Grievant: _____

Date of Formal Presentation: _____

Affected Employee(s): _____

Home Address: _____

Telephone: Home: _____ Best Time to call: _____

E-Mail: _____ other than school if available

Name or School: _____

School Phone: _____ Best Time to call: _____

Affected Supervisor: _____ Subject Area/Grade Level: _____

Association Representative(s): _____

Statement of Grievance

_____ Contract of Grievance

_____ Board Policy Grievance

Date Grievance Occurred: _____

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

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

Specific Remedy Sought: _____

Signature of Grievant: _____



Distribution:

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

Grievance Form B

Notice of Grievance: _____ Level 1 2 3

Grievant: _____

Date of Formal Presentation: _____

School: _____

Decision of Affected Supervisor and Reasons Therefore: _____

_____ Date of Decision: _____

Signature of Affected Supervisor

Date of Response

Signature of Grievant

Date



Distribution:

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

Richland School District 2021-2022 School Year Calendar

August - 2021						
Su	M	Tu	W	Th	F	St
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February - 2022						
Su	M	Tu	W	Th	F	St
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

September - 2021						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

March - 2022						
Su	M	Tu	W	Th	F	St
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October - 2021						
Su	M	Tu	W	Th	F	St
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April - 2022						
Su	M	Tu	W	Th	F	St
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November - 2021						
Su	M	Tu	W	Th	F	St
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May - 2022						
Su	M	Tu	W	Th	F	St
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December - 2021						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June - 2022						
Su	M	Tu	W	Th	F	St
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

January - 2022						
Su	M	Tu	W	Th	F	St
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July - 2022						
Su	M	Tu	W	Th	F	St
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Snow/Weather Makeup Days (If Needed)			
#1	Friday, 5/27/22	#3	Thursday, 6/16/22
#2	Wednesday, 6/15/22	#4	Friday, 6/17/22

Date	Event
8/31/2021	First Day of School Grades 6-12
8/31/2021	Parent Connect Conf. Grades K-5
9/1/2021	Parent Connect Conf. Grades K-5
9/2/2021	First Day of School K-5 early release 12:30 pm
9/2/2021	PM - Parent Connect Conf. Grades K-5
9/6/2021	Labor Day (No School)
10/8/2021	Fall Professional Day (No School)
11/3/2021	Middle School Conferences (Evening)
11/4/2021	High School Conferences (Evening)
11/5/2021	Early Release Grades K-12
11/11/2021	Veterans Day Holiday (No School)
11/12/2021	End of 1st Quarter (46 days)
11/24/2021	Early Release Grades K-12 K-5 @ 12:30 PM, 6-12 @ 11:00 AM
11/24/2021	End of 1st Trimester (59)
11/25/2021	Thanksgiving Holiday (No School)
11/26/2021	Day After Thanksgiving (No School)
12/20/2021	Start of Winter Break
1/2/2022	End of Winter Break
1/17/2022	MLK JR. Holiday (No School)
1/21/2022	End of First Semester (88)
1/24/2022	Semester Day (No School)
2/21/2022	President's Day Holiday (No School)
2/23/2022	Middle School Conferences (Evening)
2/24/2022	High School Conferences (Evening)
2/25/2022	Early Release (11:00 AM) Grades 6-12
3/4/2022	End of 2nd Trimester (61)
3/4/2022	Spring Professional Day (No School)
3/9/2022	Early Release (12:30 PM) Grades K-5
3/9/2022	Elementary Conferences (PM)
3/10/2022	Elementary Conferences (No School K-5)
3/11/2022	Elementary Conferences (No School K-5)
4/1/2022	End of 3rd Quarter (47)
4/4/2022	Start of Spring Break
4/8/2022	End of Spring Break
5/27/2022	Snow Make-Up Day OR No School
5/30/2022	Memorial Day Holiday (No School)
6/10/2022	High School Graduation
6/14/2022	End of School Year - Early Release K-5 @ 12:30 PM, 6-8 @ 11:00 AM
	First/Last Day
	Holiday
	Conferences 6-12
	Conferences K-5
	No School
	Early Release
	Approved by the Board 3/9/21
	Updated 8/12/2021

CONFERENCES PROTOCOL

ELEMENTARY

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

SECONDARY

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

ARTICLE IX – CERTIFICATED CONTRACTED DAYS, SALARY and BENEFITS

SECTION 9F. Insurance Benefits (Replacing Old 9F)

A. School Employees Benefit Board (SEBB)

TA

TA RSD 1-30-2020

2-17-20
Chris Salas 2-12-20

1. Beginning January 1, 2020, employee health benefits will be provided by the state through the School Employee Benefits Board (SEBB). The provisions of this Section reflect current SEBB offerings and rules related to eligibility, etc. The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as an eligibility year.
2. The District shall implement the School Employees Health Care Coalition agreement when establishing the employee rates which shall be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
3. The State provides benefits to employees through SEBB, including but not limited to:
 - a) Medical plan
 - b) Vision
 - c) Dental including orthodontia
 - d) Basic life and accidental death and dismemberment insurance (AD&D)
 - e) Basic long-term disability
4. Employees are eligible to participate in the following:
 - a) Medical Flexible Spending Arrangement (FSA)
 - b) Dependent Care Assistance Program (DCAP) offered by the employer.
 - c) Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is chosen.
5. In addition, employees shall be able to utilize payroll deduction for optional benefits as allowed by SEBB, including but not limited to, supplemental long term disability, supplemental life insurance, or anything else authorized through SEBB.
6. Eligibility
 - a) All employees, including substitute employees, are eligible for full insurance coverage under the SEBB program on the first day of implementation if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.
 - b) Once eligibility is established, it is maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.
 - c) All compensated hours in any position within the District count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage as provided in SEBB rules.

7. Benefit Enrollment and Continuity of Coverage
 - a) In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage begins the first day of the month which follows the employee's first day of work.
 - b) Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet SEBB eligibility requirements.
 - c) Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee becomes eligible for benefits on the day they reach 630 hours, with coverage beginning the following month.
8. Leave Eligibility Under SEBB
 - a) Paid leave hours count towards eligibility for benefits under this section.
 - b) An employee on approved leave under the Family and Medical Leave Act (FMLA) continues to receive benefits through SEBB in accordance the Federal FMLA or State RCW.
 - c) An employee on approved leave under the Washington State Paid Family Medical Leave (PFML) continues to receive the employer contribution for insurance coverage in accordance to State RCW (RCW 50A.04.245).
 - d) For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee has the option of self-paying the premium to HCA (COBRA).
9. Benefit Termination
 - a) Any employee eligible for benefits who terminated the employee/employer relationship shall continue to receive benefits through their final month of employment.
 - b) When employees eligible for benefits separate from employment after completion of the employee's full contract obligation, the separation shall be effective August 31.
 - c) In cases when an employee provides notice of an alternate date, the District shall provide the employee notification of impact on benefit eligibility and coverage and seek a waiver to the August 31 separation date. Absent a waiver, the separation date shall be August 31.
10. Self-pay Continuation Coverage Options (i.e. COBRA)

The District shall implement the SEBB Continuation Coverage Policies and communicate these options to employees.
11. Voluntary Employees' Beneficiary Association (VEBA):
 - a) As approved on an annual basis, the District and Association agree to offer participation in a medical reserve trust program for employees who:
 - i. separate from employment, are eligible for retirement, and eligible for up to 180 days of sick leave cash-out at a 1:4 ratio; or
 - ii. have accumulated 60 days or more days of sick leave, annual cash-out in January or up to twelve (12) days at a 1:4 ratio.
12. Legislative Changes, Openers, and Impacts
 - a) If the Washington State Legislature changes provisions of the SEBB to allow changes in employer contributions toward elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation of the changes.

NOTE: RSD Incorporated all we/shall edits based on REA verbal approval

- b) In addition, the parties agree to meet on a regular basis to assess the impact of the transition to SEBB in order to minimize and mitigate negative impacts on employees and work to reach mutual agreement on resolution to identified challenges or impacts.

13. SEBB Transition

The District and Association recognize the transition to SEBB creates one-time impacts which shall result in the following:

- a) Premium Holiday:
 - i. Benefit premium payments for December 2019 coverage shall be withheld from the November salary warrant and paid at the beginning of December.
 - ii. Benefit premium payments for January 2020 shall be withheld from the January salary warrant and paid at the beginning of February 2020.
 - iii. Therefore, in the month of December 2019, neither the employees nor the employer shall make insurance premium payments.
- b) HCA Retiree Remittance(e.g. carve-out), Pooling, and Self-Insured Plans:
 - i. Any residual revenue in “pools”, such as the medical pool and/or the dental pool, will be absorbed by the employer to offset increased costs required due to the implementation of SEBB, including, but not limited to, providing full benefits for part-time eligible employees. This relates to pooling which is ending due to the SEBB transition.

ARTICLE XII – Leaves, Bereavement, Shared Assignment

Section 12.A LEAVES

R. Shared Leave [NEW SECTION]

1. Employees shall be eligible to receive shared leave if they meet the qualification criteria outlined in RCW 41.04.665. Any unused shared leave shall be transferred back to respective donor(s) on a first-in, first-out basis. The Assistant Superintendent of Human Resources will develop a tracking system and communication plan for this and share it with employees and the Association.
 - a) The Assistant Superintendent of Human Resources will communicate the Shared Leave Tracking System to March 1, 2020.
 - b) The District shall share the Shared Leave Tracking System with the Association and all employees by March 15, 2020.
2. An employee is eligible for shared leave when condition(s) cause, or is (are) likely to cause, the employee to go on leave without pay or terminate District employment and are consistent with statutory eligibility requirements. Employees need to have worked for the District for at least one (1) calendar year to be eligible for shared leave.
3. If the employee qualifies for shared leave for the reason(s) in parental leave or disability due to pregnancy, they shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve, and shall have the right to access up to sixteen (16) weeks for shared leave for bonding with a child at any time within the first twelve (12) months after the birth, adoption, or placement of a child. The 16-week period shall be exclusive of holidays and school breaks.
4. The dollar value of the leave donated shall be ignored, and the leave shall be calculated on an hour donated and hour received basis.

5. The maximum amount of shared leave an employee may receive during their total employment with any Washington State school district is five-hundred twenty-two days (522) days.

S. Paid Family and Medical Leave (PFML) [NEW SECTION]

Beginning January 1, 2020, employees will be eligible to apply to the state for Paid Family and Medical Leave (PFML) benefits as allowed by law.

1. The District shall annually notify employees about the benefits available under PFML.
2. Employees will be required to file a claim for PFML benefits with the Employment Security Division (ESD) and payments shall come from the ESD.
3. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family unless otherwise extended by specific circumstances.
4. To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four (4) of the last five (5) completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event.
5. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family.
6. More information about PFML is available in Appendix C of the CBA

Appendix C-#5 (addition to this part of the appendix)

The purpose of this appendix is to help employees access key components of the PFML. These components are subject to change based on state mandate and/or collective bargaining between the District and the Association.

PFML may be used as follows:

1. To care and bond for a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years of age, to be used at any time within the twelve (12) months following the birth or placement.
2. To care for a family member experiencing an illness or medical event.
3. Certain military-connected events.
4. Medical leave for self in relation to an illness or medical event, including pregnancy disability.

Under the following circumstances, benefits may be extended as follows:

1. Total of up to 14 weeks for medical leave involving a health condition during pregnancy that results in incapacity.
2. Total of up to 16 weeks for combined medical and family leave.
3. Total of up to 18 weeks for combined medical and family leave involving a health condition during pregnancy that results in incapacity.

The PFML family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for PFML benefits. The PFML family leave entitlement expires twelve (12) months following the first application for PFML benefits.

FINAL TA DOCUMENT – REA/RSD SEBB/PFML AGREED VERBALLY DECEMBER 9, 2019
NOTE: RSD Incorporated all we/shall edits based on REA verbal approval

Employees are responsible to file claims with the Employment Security Department and payments shall come from the Employment Security Department.

Employees may choose to use PFML prior to exhausting other leave options and not be required to exhaust sick leave prior to accessing PFML.

PFML shall be used consecutively with the employee's other paid leave entitlements.