

**Ridgefield School District Package Proposal
to
Ridgefield Education Association

District Proposal
Version II
9-5-2022
Incorporating REA 9-5-22 Proposal**

The District presents the following package proposal. Tentative Agreements and “consensus ok” on misc. language stands. Contract provisions not addressed are considered current contract language.

**COLLECTIVE BARGAINING AGREEMENT
Between
BOARD OF DIRECTORS
RIDGEFIELD SCHOOL DISTRICT
and
RIDGEFIELD EDUCATION ASSOCIATION**

**EFFECTIVE DATE
September 1, 2022 to August 31, 2025**

~~September 1, 2018 – August 31, 2021~~

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ARTICLE I - ADMINISTRATION

Article 1. Section 1. STATUS OF AGREEMENT

DEFINITIONS: Unless the context in which they are used clearly requires otherwise, the following terms are defined as:

Association: The Ridgefield Education Association
District: The Ridgefield School District (The Employer)
Superintendent: The chief administrative officer of the Ridgefield School District

Board's designated negotiators, Board's designed representatives: Those individuals who shall actively participate in the collective bargaining process provided for in Washington State law.

Association representatives, consultants: Those individuals who may actively participate in the collective bargaining process provided for in Washington State law.

Certificated educational employee, employee, staff member, teacher: An employee of the District who has recognized teaching credentials by the Superintendent of Public Instruction.

Reasonable effort: A discernable effort to act in a fair, just and appropriate way to meet the given objective or goal.

Association Officer: Those employees who have been elected to an Association office by their peers.

Building Representative, Representative, Bargaining Team Representative: Those employees that have been appointed (designated) by the Association to fulfill various Association related duties.

This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms. Rules, regulations, policies or resolutions, other than dealing with wages, hours of work or fringe benefits, not in conflict with this Agreement, shall remain in full force subject to change by Board and/or Administrative action; provided that the Association shall have its right to make a presentation to the Board and/or Administration prior to final action by the Board and/or Administration on the matter.

This Agreement may be reopened on any item(s) during the term of the contract by written mutual consent of the parties

Article 1. Section 2. AGREEMENT ADMINISTRATION

Periodically either the Association or the Superintendent may request a meeting with the other opposite party at a mutually agreeable date and time to review and discuss the administration of this Agreement.

Article 1. Section 3. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby, shall be found invalid by operation of law, such provision or application shall have effect only to the extent permitted by law; and all other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this agreement is so held to be contrary to law, the parties shall commence negotiations on said provision and related provisions as appropriate as soon thereafter as is reasonably possible.

Article 1. Section 4. COMPLIANCE OF AGREEMENT

All individual certificated employee personal service contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee personal service contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any individual employee personal service contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Article 1. Section 5. NO LOCKOUT/STRIKE

During the duration of this Agreement, the Association and its members will not initiate, cause, or participate in any strike or work stoppage affecting the District. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement. There will be a moratorium on this provision during any reopener period.

Article 1. Section 6. MANAGEMENT RIGHTS

The rights, powers, authority, and functions of the management shall remain exclusively vested in the employer and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.

Article 1. Section 7. RECOGNITION AND COVERAGE

The Ridgefield School District Board of Directors, hereinafter called the Employer or Board, recognizes the Ridgefield Education Association, hereinafter called the Association, as the exclusive bargaining agent under the authority of RCW Chapter 41.59 for all regular full-time and part-time certificated employees who have a valid contract with the District or employees who are on a district-approved leave.

Any and all future reference to employees or certificated employees is excluding the chief executive officer of the employer, the employer's negotiators and any person who assists and acts directly in a confidential capacity to the employer's negotiators, and any supervisor who shall in his or her normal duties perform a preponderance of the following: Having authority, in the interest of the employer, to hire, assign, promote,

transfer, lay off, recall, suspend, discipline, or discharge other employees, or to adjust their grievances, or to recommend effectively such action.

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

Article 1. Section 8. REOPENER CLAUSE

~~For a successor Agreement, the Association shall present its complete proposal(s), including all new/revised language changes, to the District on or before May 15, 2021. Failure to meet this timeline will result in the rolling of the Agreement for one additional year, with compensation and benefits adjusted per legislative funding guidelines. The District will present its proposal(s), including all new/revised language changes, to the Association on or before May 15, 2021. (Bargaining note: automatic renewals are contrary to RCW 41.56.070, see also City of Kalama, Decision 6739, PECB, 1999)~~

Article 1. Section 9. DURATION OF AGREEMENT and SUCCESSOR BARGAINING

A. Term: This Agreement shall be effective upon ratification and be in effect through August 31, 2025.

REA proposal 9-5-22:

The salary schedule shall be increased by the state inflationary adjustments and regionalization.

RDS respectfully declines and resubmits proposal below:

~~For each year of this Agreement, Compensation (IPD) and insurance benefits (SEBB) shall be adjusted per funding guidelines by the legislature. In the event the Washington State Legislature changes the District's regionalization factor, the District or Union may reopen Article 4, Section 15, Salary by giving notice of intent to reopen within 20 days of the change.~~

B. Successor Bargaining:

~~By March 15 of the expiring year, the parties will schedule at least four (4) bargaining session dates and initiate a first session by April 30th of the expiring year. The parties will present their proposals, including new/revised language changes for the first scheduled bargaining session.~~

C. Entire Agreement:

This agreement represents the entire agreement between the Board and the Association and supersedes all prior agreements and cancels all previous agreements. The parties acknowledge that the understandings and agreements reached by the parties with respect to wages, hours and terms and conditions of employment are the entire agreements between the parties and are set forth in this Agreement. Modifications of this Agreement, matters of common concerns, wages, hours, terms and conditions of employment, may be subject to negotiation during the term of this Agreement only upon written request and by mutual agreement by the parties.

Any addendum to the current contract will be prepared by the District with electronic ~~sufficient~~ copies provided to the Association for distribution to the membership.

Article 1. Section 10. DISTRIBUTION OF AGREEMENT

The District and the Association will make this Agreement available on their respective websites to all employees and administrators. The parties will equally split the cost of printing fifty (50) copies of the Agreement, with fifteen (15) copies provided to the District and thirty-five (35) copies provided to the Association.

ARTICLE II - BUSINESS

Article 2. Section 1. PAYROLL DEDUCTIONS POSSIBLE

The District shall provide for monthly dues deduction through automatic payroll authorization. The District shall, upon receipt of a signed authorization from an employee, deduct programs or plans agreed to in this Contract.

The Association agrees to refund to the District any amounts paid to it in error.

Article 2. Section 2. DUES DEDUCTIONS AND REPRESENTATION FEES

The Association shall have the exclusive right of automatic payroll deduction of membership dues and representation fees for employees in the bargaining unit. The District shall provide for such deductions through automatic payroll authorization. At a reasonable time before the September pay period, the Association shall give written notices to the District of: (a) The dollar amount of dues of the Association which are to be deducted in the coming year within all payroll deductions, (b) a prorated hourly dues schedule to be used for dues deductions for less than full time employees, and (c) the name of the designated charitable organization. These deductions shall not be subject to change during the school year.

The deductions authorized above shall be made in twelve (12) payments from each paycheck beginning with the pay period in September through the pay period in August each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is employed. Less than full time employees shall have deducted each month that amount based upon the number of hours worked and shown on the prorated hourly schedule. The District agrees to remit directly to the Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.

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

Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Association as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee in regards to such matters.

A. Membership Deductions:

Within ten (10) days of their commencement of employment, or any time thereafter, employees may sign and deliver to the District a dues authorization form furnished by the Association. Such authorization shall continue in effect until a request of revocation is submitted to the District and the Association, signed by the employee.

~~B. Charitable Organization Deductions:~~

~~Any employee claiming a bona fide religious objection shall notify the Association and the District of such objection in writing within ten (10) days of commencement of employment.~~

~~Pending determination of any bona fide religious objection, the District agrees to de duct from the salary of the teacher claiming such objection an amount equivalent to the association dues; provided, however, that said monies shall 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 a teacher has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said teacher shall pay an amount of money equivalent to regular dues to a designated charitable organization as heretofore established by mutual agreement between the employee and the Association. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the Board an assignment of wages form, which shall authorize the deduction of an amount equal to the dues of the Association and payment in installments as herein above provided, including any deductions made but not previously transmitted to said designated charitable organization. The District agrees to remit to the Association each month a list of teachers on behalf of whom charitable deductions have been made.~~

The Association agrees to defend, indemnify, and hold the District (suits by the District excepted) harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this Section, contingent upon the District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's choosing.

Article 2, Section 3. PAYROLL PAYMENT PROVISIONS: Direct Deposits (signed TA 7/27/22)

The District payroll for all employees will be directly deposited into a financial institution of the employee's choice on or before the last business day of the month. Employees will receive electronic copies of payroll payments. Reimbursements checks will be through direct deposit. ~~continue to receive paper receipts for the duration of this contract.~~

ARTICLE III – PERSONNEL

Article 3. Section 1. ASSOCIATION RIGHTS

Intra-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials. The Association may post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District, provided such notices are clearly labeled as being of and by the Association. The District, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for Association purposes. School facilities and equipment may be used for Association meetings and business at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. Supplies and materials used shall be paid for by the Association. The Association members may use District e-mail in accordance with the Districts policies on “Acceptable Use” and only if such e-mail communications are clearly labeled of and by the Association.

The District agrees to furnish to the Association in response to reasonable requests all available information, that is routinely prepared in the normal operation of the District, concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance.

Representatives duly authorized by the Association who participate during working hours in negotiations, grievance procedures, conferences or meetings with the representatives of the District, shall suffer no loss of pay.

The Association will be given an opportunity, as required by state law, prior to the beginning of the student school year or within a reasonable time following employment after the annual orientation (not to exceed thirty (30) days), to meet with all new certificated employees of the District, to inform them of their opportunity for Association membership. The District will also furnish the Association with all relevant information concerning new employees, including Name, Position, FTE, Address, and personal phone number within five (5) business days of the start date of the new employee.

Article 3. Section 2. EMPLOYEE RIGHTS

REA Proposal 9-5-22:

The instruction of students in core and specialized classes is the exclusive responsibility and purview of certificated staff. Roles related to the instruction of students will be staffed by RSD certificated employees except in the following circumstances:

-The instruction of up to five (5) students for thirty (30) minutes or less by a classified employee serving under the supervision of a certificated member in an intervention or SDI situation;

-Specialized Instructional roles that require fewer than a 0.25 FTE instructor, which may be provided by an outside contractor.

RSD – Respectfully declines.

Employees shall have the right to self-organization, to form, join or assist employee organizations to bargain collectively through representatives of their own choosing.

There shall be no discrimination against any employee or applicant for employment by reason of race, color, national origin/language, marital status, HIV/Hepatitis C status, sex, sexual orientation (including gender expression or identity), creed, religion, age, veteran or military status, disability, the use of a trained dog guide or service animal by a person with a disability or because of their membership in employee organizations.

Certificated employees in the Ridgefield School District enjoy all rights conferred by the laws of Washington or constitutions of Washington and the United States.

The District agrees to follow a policy of progressive discipline which minimally shall include verbal warning, written reprimand, suspension without pay, and discharge.

The District reserves the right to start at any appropriate level in the progressive discipline continuum depending on the seriousness of the case. No certificated employee shall be disciplined without just cause. Such discipline will be private. Discipline and any violations of contractual procedures in an evaluation of a teacher's performance shall be subject to the grievance procedure hereafter set forth.

An employee has the right to have a representative from the Association and/or counsel present when the employee is being disciplined or reasonably believes the meeting will result in disciplinary action. All information forming the basis of any reprimand, warning or discipline shall be in writing and made available to the employee.

Any formal complaint made against an employee by any parent, student or other person shall be called to the attention of the employee as soon as possible. A written complaint which could reasonably affect the employee's evaluation or which might result in disciplinary action against the employee must be submitted in writing to the employee's supervisor. Within five (5) working days this formal written complaint shall be called to the attention of the employee.

REA Proposal 9-5-22

Teachers, individually and in professional teams, are encouraged and empowered to be creative, within the bounds of appropriate professional practice, for instance Department/grade level teams, will have discretion, consistent with the certificated evaluation rubrics, to devise, deliver, and adjust classroom practices in order to meet the needs of all of their students. *This includes employees discussing curriculum and ideas regarding diversity and equity with students.* Should the supervisor have concerns about a classroom practice, (s)he will provide specific guidance to clarify the necessary adjustments that shall be made for the specific class and situation.

RSD – Respectfully declines.

Employees have the right to agree or disagree to have a volunteer assigned to their classroom. If an employee declines to accept any volunteer who approaches the employee, it is the employee's

responsibility to convey his/her decision to the volunteer. If an employee has concerns about communicating directly with a potential volunteer, the employee shall develop an acceptable alternative communication strategy with the employee's supervisor. Incidental interactions with a teacher or classroom do not constitute assignment of volunteers.

Article 3. Section 3. PERSONNEL FILES

The official files on employees are confidential to the extent allowed by law and shall be available for inspection to the employee, supervisory, and confidential employees of the District. Employees shall have the opportunity to review all materials originating from within the District when they are made a permanent part of the personnel file. An employee shall have the right to answer and/or refute in writing any materials which be judged by him/her to be derogatory to his/her conduct, service, character or personality. The written response shall be made part of his/her district personnel file. Employees shall have the right to review all materials in the personnel file during working hours. The employee's supervisor, or his/her designee, may be present when the employee reviews the materials. The employee also has the right to have anyone of his/her choosing present during the review. An employee may have a copy of any document included in the personnel file at his/her expense. The District will notify an employee of any public records request for records from the employee's personnel file and provide an opportunity for the employee to contest the release of such if he or she chooses.

There shall be only one official personnel file on each employee, which shall be maintained in the District Office. However, each administrator may, at his/her discretion, maintain a day-to-day working file on each employee under his/her supervision. This working file shall also be open to examination by the employee. The working file may only be reviewed in the presence of the supervisor.

Subject to State and Federal regulations and legislation, after three (3) years, upon employee request in writing to the Superintendent/designee, a written reprimand or other derogatory material shall be removed from the personnel file and destroyed if there has been no recurrence of the activity or behavior that prompted the placement of the material in the employee's file.

Article 3. Section 4. ASSIGNMENTS

- A. The District shall assign employees to buildings, grade levels and courses in accordance with Washington statutes and regulations for professional educational certification, and the transfer procedures in Section 5 below. Changes in assigned courses at secondary schools shall not be considered a transfer or reassignment and shall not be subject to the rules in Section 5 for in-building movement until an opening has been determined.
- B. All certificated employees shall be given written notice of their grade level and/or subject assignments, building and room assignments for the forthcoming year by July 15. The District has the right to change grade level and/or subject assignments, building and room assignments after that date in accordance with A above and the procedures in Section 5 below only based on enrollment changes.
- C. If the employer initiates a room change by written direction, the teacher shall receive 7.5 hours curriculum pay. Assistance shall be provided to move district materials, books and equipment from one

location to another. Association members are responsible for the safe transfer of personal belongings. If a teacher's grade level is changed by more than one grade level at employer request the same hours of pay shall be available for room preparation. If an administrator requests a teacher to come to school to make a room change or pack up a room after the last teacher workday of the school year, he/she shall receive up to one full day per diem on an hourly basis.

- D. If a teacher changes rooms because he/she has initiated a request to change rooms or to change grade levels, the teacher shall not be compensated for the work in switching classrooms. The employer, in granting the request to change rooms or to change grade levels, maintains the right to determine room assignments.
- E. Schedules of certificated employees who are assigned to more than one building shall be arranged in consultation with the supervisor so that there is a minimum of inter-school travel.
- F. Voluntary reduction in time assignments (job share). The Superintendent shall notify the REA before he/she recommends a change in this Board policy.
- G. The District shall make every effort to schedule no more than three (3) preparations for a Grades 7-12 secondary employee during any semester. The preparations shall be no more than two (2) subject fields, unless agreed to by the employee.

Article 3. Section 5. VACANCIES AND TRANSFERS

A. Definitions:

Vacancy: A vacant position once all employees returning from leave have been placed or secondary in-building and/or internal reassignments are complete, or a newly created position. *(Bargaining note: District withdraws language change and defers current contract language)*

Voluntary Transfer: A certificated staff member shall have an opportunity to request assignment to a different elementary grade level or an open position in another school.

Involuntary Transfer: Based on the needs of the District, a certificated staff member may be assigned to a different elementary grade level or a position that was he/she has not requested.

The District believes that the first consideration in filling a position should be given to present employees.

The District will email all members any in-district openings. Time limits will be from when the email was sent.

The following procedure shall be followed in sequential order when an opening exists: Voluntary Transfer Procedures, Involuntary Transfer Procedures. Provided, that before using this procedure, the District will first place employees returning from approved leave in the position last held or a similar position, if such a position is available and those reassigned due to staffing level changes.

(Bargaining note: District withdraws language change and defers to current contract language)

B. Voluntary Transfer Procedures:

All vacancies will be posted within the District and will remain open for a minimum of five (5) working days. Interested in-district personnel may apply with a resume and letter of interest and are encouraged to provide as complete an application as possible. The District may concurrently post and solicit external applicants.

Qualifications and requirements for openings in the bargaining unit shall be clearly set forth in the job postings. All job postings will have standardized minimum qualifications across the District for each position, and preferred qualifications tailored to the specific opening. The district may adjust the standard minimum qualifications for positions provided that any changes are made and communicated to the Association not later than March 15th. To be considered for in-District movement, a teacher's last evaluation must have achieved the rating of proficient overall, and a rating of proficient in Criterion 8 (Collaborative and Collegial practices).

All applicants who are bargaining unit members at the time of application and meet minimum qualifications shall be granted an interview. The District shall solicit bargaining unit member(s) to sit on all interview teams. ~~Members of the grade level/department team for the position being interviewed will not be denied the opportunity to sit on the interview team.~~ Administrators may limit interview teams to three (3) ~~six (6)~~ bargaining unit members per administrator, where members of the grade level department team shall have first consideration. ~~and teachers will be placed in the order in which they expressed an interest.~~

After interviews are completed, the District will hire the most qualified candidate with consideration of the input of the ~~according to the objective consensus of the~~ interview committee. The input of the interview committee is advisory and final hiring decisions are at the discretion of the District and are not subject to grievance.

~~Factors for evaluation include but not limited to: the candidates' meeting of the minimum qualifications for the position, the candidates' meeting of the preferred qualifications, the candidates' performance in the interview, and the candidates' education, certification, and professional experience. Should outside materials/ information make the preferred candidate unacceptable, the administrator may reconvene the committee members to share that the consensus choice is unacceptable and advise a second choice. If the consensus choice is an external candidate and the district ultimately chooses not to hire, the position shall be reposted.~~

(Bargaining note clarification: This paragraph is deleted consistent with proposed changes in prior paragraph)

Any applicant within the District who is interviewed and not selected for the position shall receive written notification of his/her non-selection and, upon requesting, a statement of the reasons for the non-selection.

No employee on probation shall be transferred from the supervision of the evaluator without the evaluator's consent.

C. Involuntary Transfer Procedures:

Based on the needs of the District, administration may involuntarily transfer a certificated staff member. In doing so administration will meet with the affected employee at which time the employee he/she shall be notified of the reason for the transfer.

No employees will be involuntarily transferred for disciplinary or "fit" reasons without prior agreement with the Association or individual of the unique circumstances warranting transfer in a particular case. Involuntary transfer for "fit" should be a final intervention, and not a beginning step.

In other circumstances, the District will first ask for volunteers to be transferred and if no one volunteers to transfer, the District will involuntarily transfer the employee with the least in-District seniority.

If there are assignment options available, the employee will be notified and will be asked to indicate their his/her preference of assignment. The employee will be given their preference of available assignments presented.

An employee shall not be involuntarily transferred more than once in three (3) years.

At the elementary level, any employee involuntarily transferred to a grade level one or more levels above or below the grade they are he/she is currently teaching shall be granted a one-time allotment of \$500 for the purchase of grade-level appropriate supplies and materials provided as a reimbursement. Receipts are required. All materials/supplies purchased become the property of the Ridgefield School District.

In the event that an employee was involuntarily transferred due to a required grade level staff reduction and the position subsequently reopens during the summer or within the next school year, the involuntarily transferred employee shall have the first right of refusal to return to the previously held position.

At the elementary or middle school level if a staff member is involuntarily transferred to another content area, the employee may discuss possible training opportunities with the principal, subject to budgetary considerations.

Student test scores shall not be used to make decisions regarding involuntary transfer or re-assignment.

Article 3. Section 6. STUDENT DISCIPLINE

Student discipline shall be enforced fairly and consistently regardless of any status protected by state or federal law. Such rights and responsibilities shall be in accordance with law.

The Board and administration shall support and uphold its employees in their reasonable and lawful efforts to maintain discipline in the District. Further, it shall be understood that authority by employees to use prudent disciplinary measures for the safety and well-being of pupils and employees is supported by the Board.

In the exercise of authority by a certificated employee to control and maintain order and discipline, the certificated employee may use reasonable and professional judgment.

By November 1 of each year, the staff and administrators at each site will review their building discipline disciplinary plan and current teacher and student rights handbooks to include procedures to be followed in the case of verbal or physical assault on employees by non-students. Also, the Employer shall hold building-level meetings for employees covering applicable federal, state and local laws and district rules, regulations, and procedures related to student discipline and employee safety.

A teacher shall be given access to records of documented disciplinary problems of students being served by the teacher. The district will accurately maintain and promptly update these records on an ongoing basis. At the request of the teacher(s), the principal or designee and the appropriate teacher shall develop a plan of action for behavior improvement and specific behavior expectations. In addition, any teacher may request a similar plan of action for any chronically disruptive student.

REA Proposal 9-5-22:

Annually, the district will provide training in current best practices around appropriate discipline/management techniques, including de-escalation, relationship building, and restorative practice.

RSD accepts REA proposal.

One copy of the written discipline procedure will be placed in each building for employee use.

(Bargaining note: District complies with all OSPI disciplinary reporting guidelines. School site PBIS teams will share discipline data analysis and plans with staff no less than quarterly.)

Article 3. Section 7. CLASSROOM VISITATION

Visitation requests shall be mutually agreed upon between the building principal and the employee when the request is from a visitor who does not have a student in the specific teacher's classroom. If the visitation is not mutually agreed upon, the employee should offer to meet with the visitor, and the principal at the teacher's request. Teachers and other non-supervisory certificated staff members do not have the authority to refuse classroom visitations by guardians ~~parents~~ for the purposes of observing class procedures, teaching materials and class conduct. However, such observation may not disrupt the classroom procedure or learning activity. Staff may ask an administrator to remove a classroom visitor that threatens or harasses instructional staff.

Article 3. Section 8. EMPLOYEE WORK YEAR

- A. The work year covered by this Agreement shall consist of 180 work days. Any extension of contracted days (other than those paid by the TRI stipend in F below) shall be compensated at full per diem (1/180 of the employee's contract). Those employees scheduled for extended day(s) shall mutually agree to their schedule of work day(s).
- B. The District shall provide a supplemental contract of eleven (11) days per diem to all full-time high school guidance counselors, six (6) days per full-time middle and intermediate school guidance counselors, and five (5) days per full-time elementary guidance counselors. The days are to be scheduled as mutually agreed with the building principal(s). ~~(Contingent upon passage of the Enrichment Levy)~~. A guidance counselor working less than full-time or less than a full school year will be provided a pro-rated supplemental contract and equivalent compensation to the percentage of FTE and/or percentage of the school year worked. ~~(Contingent upon passage of Enrichment Levy)~~. There shall additionally be a pool of five (5) days per school for counselors to apply for and approved by building administration for additional work once these supplemental contracts are spent. Supplemental contracts and scheduled days are contingent upon the enrichment levy.
- C. TRI Contracts: ~~Effective September 1, 2022, the later of either, the District will provide a Time Responsibility and Incentive Contract (TRI) TRI-stipend supplemental contract to each employee equal to 8.3% 7.3%. Effective September 1, 2023, the TRI to each employee will equal 7.8% . Effective September 1, 2024, the TRI to each employee will equal to 8.3% five and one tenths percent (5.1%) for the additional time identified in D below, increasing to five and seven tenths (5.7%) in 2019-2020 and six and three tenths (6.3%) in 2020-2021 as the funded professional development learning days increase.~~ The TRI stipend is contingent upon passage of the Enrichment Levy. *(from F below:)* Each employee shall sign a supplemental contract for the TRI stipend, Exhibit 6, no later than three school days after the first school day of the school year September 1st of the respective year and must sign the TRI Verification Form, Exhibit 6a, no later than three school days after the last school day of the school year. June 15th of the respective year. *(Bargaining note: The District presents increased TRI values reflecting consideration for employee duties and work obligations.)*
- D. The TRI stipend recognizes that each employee assumes the following additional time and/or responsibilities:
- a. Three (3) evening activities
 - b. Time to consult with Special Education, HiCap, and ELL Specialists and parents to meet the needs of students in these programs.
 - c. Opening and closing classroom responsibilities.
 - d. Responsibilities inherent with collaborating with co-teachers and intervention staff, planning, data collection/review, and supervision.
 - e. *(move from paragraph below)*
- E. District shall provide seven (7) five (5)-additional district-directed workdays per annual school year scheduled and planned at the district/building level, three days of which are contingent State funded Professional Learning Days. ~~in 2018-2019. In 2019-2020 the district directed work days decreases to four (4). One (1) state funded Professional Learning Day (PLD) will be added to these days per year of the agreement beginning with one day in 2018-2019 and ending with three (3) days in 2020-2021.~~ The District shall not schedule more than one-half (1/2) of a district-directed day on the day between the

semesters and on the March in-service day so that teachers, if they so choose, may focus on grading and preparation for the new school term. The TRI stipend is contingent upon passage of the Enrichment Levy (*Bargaining note: Section is partly funded by the State*)

- F. ~~Each employee shall sign a supplemental contract for the TRI stipend, Exhibit 6, no later than September 1st of the respective year and must sign the TRI Verification Form, Exhibit 6a, no later than June 15th of the respective year. (*Bargaining note: clarified above in Section C above*)~~
- G. Kindergarten teachers will be paid up to three (3) days per diem for time spent administering the WA Kids assessments and conferences.
- H. Compensation will be paid in twelve (12) equal monthly installments beginning with the September payroll.
- I. **new language: Librarians:** Librarians will be compensated for a total of 3 days, 1 day at per diem for any curriculum materials that need to be distributed/collected prior to the beginning of school, 1 day for any curriculum materials that need to be distributed/collected at the end of the year, and 1 day to be used by the employee with supervisory approval.

Article 3. Section 9. WORK DAY

The employee working day shall begin at least thirty (30) minutes before the beginning of the regular student day and shall end at least thirty (30) minutes after the end of the regular student day; and shall not be extended beyond seven hours thirty minutes (7 hrs. 30 min.), except as provided for in paragraph four (4) following; or as needed to facilitate planning time at the secondary level and transportation needs; provided further that the extension shall be at the discretion of the District. Principals shall meet with employees and Association representatives on request to resolve concerns about the equity of the distribution of student supervision and committee work during this time. Student supervision and committee work will be filled equitably through a collaborative process between Principals and building employees.

The district is committed to providing professional pay for professional responsibilities.

The duty-free lunch period of not less than thirty (30) continuous minutes shall be provided during mid-day. A teacher shall be permitted to leave the building during his/her lunch period and shall notify the building office upon departure and return. An employee may be able to leave when a situation arises which requires the employee to leave the building early. Employee(s) needing to leave early may do so with the concurrence of the building principal. Such absence shall be prorated against the appropriate leave if the employee leaves before the end of the student day or leaves early on an in-service day.

REA Proposal 9-5-22:

Intervention periods: An intervention period is defined as a period in which an employee is responsible for planning/ adapting instruction for; preparing materials for; and/ or tracking academic or behavioral data

of students who are not part of their regular class lists (ie "WIN", or "success time"). To protect core instructional time, intervention periods shall not meet for more than 30 minutes per day not more than 2 hours per week.

RSD – Respectfully declines. *(Bargaining note: Site administrators will hold intervention information/improvement meetings at the end of each grading period (trimester/semester) with interested staff members to gain insight for continuous improvement)*

Teachers with assignments that require travel between two different school sites will be given time to travel between buildings exclusive of lunch or planning time.

During the course of a school year, the District shall not require staff to attend more than three (3) evening community/parent activities of up to 7.5 hours without additional compensation.

General staff meeting time outside the workday shall not exceed two (2) hours per month. Any additional administratively-authorized meetings or committees outside the workday will be compensated at the curriculum rate of \$ 35.00 (or base salary hourly rate if curriculum rate violates RCW 28A.400.200(4)(c)(ii)). Teachers may volunteer to work without additional compensation. Provision may be made under this paragraph for pre-approved special projects (included but not limited to curriculum development, development of special program(s) at a specific school, etc.) for work outside the regular work day or regular school year.

REA Proposal 9-5-22:

By the end of the first trimester of the 2022-2023 school year, certificated educators will not be assigned supervision duties of students outside of the student learn day and the 5 minutes before and after the student learning day.

RSD – Counters by resubmitting supervision language below.

Beginning school year 2023-2024, certificated educators under normal circumstances will not be assigned to supervise students outside of the learning day.

(Bargaining note: Daily to and from classrooms is considered part of the learning day.)

A. Emergency School Closure and Delayed Openings

In the event that it becomes necessary to close the school(s) because of the inclement weather, volcanic eruptions or other acts of nature, the District shall notify specifically identified radio and television stations in the area. This provision does not preclude the District from closing the school(s) in the event an emergency develops if further evaluation of developing hazardous conditions warrants closure.

1. Delayed Opening

In the event that the District Administration decides to delay the opening of school(s), employees shall

report not later than thirty (30) minutes before students arrive.

2. Early Dismissal

In the event that the District Administration decides to dismiss early, employees shall be dismissed thirty (30) minutes after students are dismissed.

3. Compensation and Benefits

On work days when school is not in session because of conditions not within the control of the District Administration due to acts of God, no employee shall suffer loss of pay nor have such absence from work charged against any leave provision; but will make up the day if required by law.

B: Relief Period:

The District shall provide the weekly equivalent of at least twenty (20) minutes of relief period (recess) each full student day in addition to lunch. All relief periods shall remain duty free with the understanding that specialists shall have a weekly equivalent amount of duty-free relief period as a classroom teacher.

(Recess LOA dated 8/28/12 is considered expired) (Bargaining note: District mirrors existing LOA with the exception of changing "recess" to "relief period" to reflect the working condition for bargaining unit members) (Bargaining note 9-5-22: Parties are in agreement with Relief period language)

Article 3. Section 10. PLANNING TIME

A. General

Planning time is used to plan and prepare for instructional responsibilities and carry out duties normally associated with teaching responsibilities, such as, but not limited to, planning, grading, and evaluation meetings.

If a teacher (or an elementary specialist) misses planning time because they are he/she (~~or an elementary specialist~~) is asked by the building administrator to substitute for another teacher, or is asked by an administrator to perform duties not directly related to their teaching assignment, the employee he/she shall be compensated at per diem to the nearest half-hour. Except in an emergency situation, missing planning time shall be at the complete discretion of the teacher accepting the substitute coverage assignment.

Extra-curricular release duties are specifically excluded from work to be accomplished during planning time, except with the specific approval of the building principal.

The District may deviate from the planning time schedules for activities that are scheduled within the normal work day including, but not limited to, activities such as assemblies, field trips, early release.

Such activities should be scheduled to prevent infringing upon the same teachers', or classes', planning or instructional time.

REA Proposal 9-5-22

B. Elementary School

1. ~~Under normal circumstances~~, *Starting in the 2023-2024 school year*, all certificated employees in the elementary schools shall be entitled to ~~210-270-240~~ minutes of planning time per each student week exclusive of recess time; *with a minimum of 30 minutes per day*. "Normal circumstances" are days and weeks when the regular daily schedule is *in effect not affected*. The District will make every reasonable effort to provide substitute personnel for curriculum specialist staff members.

RSD – Respectfully declines.

2. In addition to the planning time provided in paragraph 1 above, all certificated employees in the elementary schools shall be entitled to 2 days of student early release (6 hours total) each year, with 1 day scheduled at or around the end of the first trimester and 1 day scheduled at or around the end of the second trimester. This paragraph shall reopen for negotiation should the model for weekly Collaboration Time change.
3. Planning time shall be scheduled in continuous blocks of not less than 30 minutes. Every effort shall be made to evenly distribute those blocks of time throughout the week.

C. Middle and High School

Present full time certificated employees in the middle and high school shall be entitled to at least one planning period per day equivalent in time to one teaching period.

D. Peer Collaboration

The District will provide a block of at least sixty (60) minutes per normal instructional week for professional learning communities/peer collaboration. Collaboration time is working together to improve practice; share ideas; engage in vertical and horizontal conversations; develop common assessments; and share assessment results. It reflects a shared leadership/vision (defined as a balance of teacher and administrator direction). This time will be used and structured in accordance with the following:

1. Collaboration time is purposeful, clearly aligned, and focused on student learning supported by data;
2. Topics discussed must be selected by teams based on team/school needs and goals, and approved by building supervisors.
3. The team will provide written documentation of some form from the collaboration meeting that indicates who is in attendance, what took place and next steps;
4. All members of the team are present and where the team meets is a predetermined area that is

- made clear ahead of time to the supervisor; and
5. PLCs (*professional learning community*) will provide evidence of the effectiveness of this collaboration time (through data) to their administrators over the course of the year. The administrators will provide evidence of the effectiveness of this collaboration time (through data) to the superintendent over the course of the year.

RSD defers to current contract language

(Bargaining note: It is mutually agreed that Peer Collaboration time allows for administrators to direct activities on occasion.)

Article 3. Section 11. CONFERENCING

- A. For K-6 classroom teachers, the District shall schedule 5 days of student early release (15 hours total) in order to facilitate parent conferences and placement discussions.
- B. For 7-8 classroom teachers, the District shall schedule 2 days of student early release (6 total hours) in order to facilitate parent conferences.
- C. For 9-12 classroom teachers, the District shall schedule 1 day of student early release (3 total hours) in order to facilitate senior boards.
- D. State and federal programs may dictate that some parent-teacher conferences be scheduled in the first opportunity to conference each school year. Beyond that, teachers have autonomy to schedule conferences, so long as every student's parents are provided at least an opportunity for an annual conference.
- E. Teachers are expected to use early-release time to schedule parent conferences. They may use time outside the work day at the request of specific parents, or if the building staff and administration choose to shift time outside the work day. If, within these parameters, teachers meet their conferencing expectations, they may use additional conference time for planning and preparation.

Article 3. Section 12. CLASS SIZE

- A. The District recognizes the value of low class size and will attempt to keep the class numbers as low as possible. Every reasonable effort will be made to equalize the work load among the teachers of a school as early in the year as possible and throughout the year as necessary.
- B. Class Size (subject to State funding) ~~contingent on state funding of class sizes at least at the 2015-16 school year level~~

Grade Level	2018-2019	2019-2020	2020-2021	WRA
K	20	20	20	<u>32</u>
1	23	22	21	<u>40</u>
2	24	23	22	<u>40</u>
3	25	24	22	<u>48</u>
4-6	28	28	28	<u>48</u>
7-8	*Average of 30/ no class above 35	*Average of 30/ no class above 35	*Average of 30/ no class above 35	<u>48</u>
9-12	*Average of 31/ no class above 35	*Average of 31/ no class above 35	*Average of 31/ no class above 35	<u>150</u>

*with the exception of PE and Performing Arts

If there are insufficient classrooms in any building to accommodate the above listed class sizes, the district, at its option, may hire 'roving' teachers to support students in the grade levels affected. Such teachers may serve as subject specialists (e.g. writing or science), intervention/enrichment specialists, or other assignments so long as their role is to plan, deliver, support, and assess student learning.

C. Classroom Overload Relief

Any elementary specialist teaching more than forty-six (46) half hours sections (or equivalent) shall be compensated with additional pro-rated FTE.

Teachers who experience overloads, other than through their own choice, will be allowed to submit an electronic overload form ~~certificated substitute release time as follows~~ based on overloads in existence on the tenth school day after the first student count date in September and thereafter on the first count date of each month.

REA Proposal 9-5-22:

In the event that an employee is three (3) students above listed class size the employee shall have the option of 6 hours per day of paraeducator support time, or double the stipend listed in subsection 3 while the district addresses the overload.

No overload claims shall be filed prior to the tenth school day after the September student count date. Prior to the first overload count day (tenth school day after the September count

day), the District will determine how to alleviate overloads by:

- ~~• Moving students to other classrooms to balance all classrooms or average at the grade level,~~
- ~~• Creating combinations or multiage classrooms,~~
- ~~• Creating additional sections~~ • Reassign staff within the building
- ~~• Hiring additional staff if appropriate~~

~~1. Any employee who has class size(s) that exceed the numbers listed above on the count date may complete the Class Size Overload form and meet informally with the building principal to discuss potential solutions for the concern.~~

~~2. Any employee who has class size(s) that exceed the numbers listed above on the count date will submit an electronic form be paid the stipend of \$6-7 per student, per day, above the class size as listed in #3 below. may complete the Class Size Overload form and meet informally with the building principal to discuss potential solutions for the concern.~~

- ~~2. a. Grade K-6 12 teachers will be provided a stipend of \$6 7 per day, per student, per day above the class size, daily load, and/or class cap as applicable.~~
- ~~b. Grade 7-8 teachers will be provided a stipend of \$6 7 per day, per student, per day above their daily load (150) and/or class cap.~~
- ~~c. Grade 9-12 teachers will be provided a stipend of \$6 7 per day, per student, per day above their daily load (155) and/or class cap.~~

3. The associated pay above, shall be available to intermediate grade teachers who rotate classes part of a day by calculating the average class size for the grade level.

4. Elementary specialists who teach overloaded classes shall be paid a corresponding (prorated) percentage of the pay outlined above.

personalizing instruction, nurturing the well-being of the whole child, removing barriers and ensuring high expectations

5. Relief payments are paid through a regular monthly payroll process.

RSD respectfully declines and proposes language below.

~~No overload claims shall be filed prior to the tenth school day after the September student count date. Prior to the first overload count day (tenth school day after the September count day), the District will determine how to alleviate overloads by:~~

- ~~• Moving students to other classrooms to balance all classrooms or average at the grade level,~~
- ~~• Creating combinations or multiage classrooms,~~
- ~~• Creating additional sections~~
- ~~• Reassign staff within the building~~
- ~~• Hiring additional staff if appropriate~~

- ~~1. Any employee who has class size(s) that exceed the numbers listed above on the count date may complete the Class Size Overload form and meet informally with the building principal to discuss potential solutions for the concern.~~
2. If an electronic overload form is submitted, the situation is not resolved to the employee's satisfaction, the building principal shall have five (5) school days from the receipt of the class size form to resolve the overload or acknowledge ~~provide~~ the following relief:
 - a. Grade K-4 ~~6~~ teachers will be provided a stipend of ~~\$7~~ \$6 per day, per student ~~per day~~ above the class size. At three (3) four (4) students or more above the class size the employee will be provided a stipend of \$14 per day, for those students.
 - b. Grade 5-6 teachers will be provided a stipend of ~~\$7~~ \$6 per day, per student ~~per day~~ above the class size. At three (3) students or more above the class size the employee will be provided a stipend of \$14 per day, for those students.
 - c. Grade 7-8 teachers will be provided a stipend of ~~\$7~~ \$6 per day, per student ~~per day~~ above their daily load (150) and/or class cap. At three (3) students or more above the class size the employee will be provided a stipend of \$14 per day, for those students.
 - d. Grade 9-12 teachers will be provided a stipend of ~~\$7~~ \$6 per day, per student ~~per day~~ above their daily load (155) and/or class cap. At three (3) students or more above the class size the employee will be provided a stipend of \$14 per day, for those students.
 - e. Wisdom Ridge Academy teachers will be provided a stipend of \$7 per day, per student above the class size. At three (3) four (4) students or more above the

class size the employee will be provided a stipend of \$14 per day, for those students.

3. The associated pay above, shall be available to intermediate grade teachers who rotate classes part of a day by calculating the average class size for the grade level.
4. Elementary specialists who teach overloaded classes shall be paid a corresponding (pro-rated) percentage of the pay outlined above.
5. Relief payments are paid through regular monthly payroll process.

Article 3. Section 13. CERTIFICATED SUPPORT STAFF EVALUATION:

A. General

1. The evaluation procedure shall recognize high levels of performance and encourage improvement in specific, identifiable areas through constructive and fair assessment of employee competency, strengths, and weaknesses as they relate to the effective operation of the instructional program.
2. Certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth in this agreement. Every non-provisional employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed on probation in accordance with RCW 28A.405.100.

B. Evaluation

1. Responsibility for Evaluation: Within each school the principal(s) shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by at least one administrator to be determined by the District. The employee may select one additional administrator to perform his/her evaluation, and, in that case, the District may decide to accept as sole evaluator the one chosen by the employee. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process. Prior to the beginning of the evaluation process, the administrators of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.
2. Evaluation Criteria: All employees shall be evaluated in accordance with the criteria set forth in Section 12 of this Article. Evaluations required or permitted hereunder shall be documented on the District's evaluation report form attached to this agreement as Exhibit 2.
3. Required Evaluations:

- a. All provisional employees newly employed by the School District shall be observed within the first ninety (90) calendar days of the commencement of their employment. Additional observations may occur as requested by the new employee, the new employee's mentor teacher (if applicable), and agreed upon by their building administrator; or, as deemed appropriate by the building administrator.
 - b. All employees, including provisional employees, shall be evaluated annually, such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.
 - c. If an employee resigns during the school year, a final evaluation shall be completed within 30 days after the resignation date.
 - d. If the supervisor contemplates recommending that a non-provisional employee be placed on probation, an evaluation shall be made on or before January 15.
4. Additional Evaluation: In addition to the evaluations required by law in paragraph B.3, principals and other supervisors may make evaluations at any time during the school year, which evaluations may cover individual observations or such periods of time as may be identified in the evaluation report.
5. Evaluation Procedures:
- a. Prior to the required observation under paragraph B.3., the evaluator and the evaluatee shall meet to mutually understand the intent of the evaluation, possible constraining factors, the goals and objectives of the evaluatee to be assessed during the evaluation.
 - b. Minimum Observation Criteria (except for short-form or PGO participants): During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. At least one observation shall be a minimum of thirty (30) minutes in duration.
 - c. Following each observation, or series of observations under B.4, the principal or other evaluator shall promptly document the results of the observation(s) using the observation summary form attached to this agreement as Exhibit 2a. The employee shall be provided with a copy of the observation summary within three (3) days after such summary is prepared and the employee may discuss the summary with the evaluator.
 - d. Following the completion of all observations, the principal or other evaluator shall promptly document the results thereof using the evaluation report form (Exhibit 2). The employee shall be provided with a copy of the report within three (3) days after such report is prepared and the employee may discuss the report with the evaluator.

- e. Following the completion of each evaluation report required under paragraph B.3., a meeting shall be held between the principal or other supervisor and the employee to discuss the report. The employee shall sign the School District's copy of the evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. If the employee chooses, he or she may attach a rebuttal to the evaluation.
 - f. The evaluation report(s) required under paragraph B.3., shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under paragraph B.3., shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary. If the supervisor elects to include the evaluation in the personnel file, the employee may attach a rebuttal.
 - g. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available supervisory resource persons to observe the employee's performance and make recommendations for improvement. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor shall prepare and deliver such improvement plan to the employee.
6. Short-form Evaluation Procedures: A short-form employee is any employee who has had four consecutive years of satisfactory evaluations within the District. Short-form employees shall be observed for the purpose of evaluation at least once during the school year for a period of no less than thirty (30) minutes, provided that the regular evaluation process set forth above in Section B.5 shall be followed at least once every three years. A short-form employee or his/her evaluator may request that the regular evaluation process set forth in Section B.5 above be conducted in any given school year. The short-form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory nor as a probable cause for the nonrenewal of an employee's contract under RCW 28A.405.210.
7. Professional Growth Option Evaluation Procedures: An employee wishing to pursue the PGO short-form evaluation process shall apply to his/her building administrator by May 15th of the preceding school year. No more than 1/3 of the staff in each building may be on the PGO each year. The principal, if he/she does not agree with the employee's proposal, or if the proposals exceed the annual allotment, will provide the teacher with a written response stating the deficiencies in the expected outcomes, if any, that would be necessary for approval. A teacher will remain in the PGO process for no longer than two years. If, however, a teacher's performance is of concern, the teacher will be removed from the PGO process and returned to the long form evaluation. Employees on PGO will be evaluated on their success in accomplishing their outlined goals.

C. Probation

1. Supervisor's Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of a non-provisional employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent at any time between November 1 and January 15. The report shall include the following:
 - a. The evaluation report prepared pursuant to the provisions of paragraph B.3.(d).
 - b. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.
2. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's judgment that the performance of the non-provisional employee is unsatisfactory, the Superintendent shall place the employee in a probationary status of 60 school days beginning no later than January 15th. The employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:
 - a. Specific areas of performance deficiencies;
 - b. A suggested specific and reasonable program for improvement;
 - c. A statement indicating that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her areas of deficiency.
3. Right to Representation: Upon receipt of the notice placing the employee in a probationary status, the employee shall have the right to have, upon request, an Association representative present at all subsequent meetings relating to his/her probationary status. Meetings are not to be unduly delayed in order to have an REA representative present.
4. Evaluation During the Probationary Period:
 - a. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor shall authorize one additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
 - b. During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written assessment of the progress, if any, made by the employee. The provision of paragraph B.5(c) shall apply to the documentation of observations during the probationary period.
 - c. The probationary employee may be removed from probation prior to the conclusion of the probationary period at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or

her notice of probation.

5. Supervisor's Post-Probation Report: Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved to a satisfactory level.
6. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph C.5., the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

D. Provisional Employee:

Notwithstanding any other provisions of this Article III, employees who are in their first, second or third year of employment with the District and who are provisional employees within the meaning of RCW 28A.405.220, shall be evaluated and, if appropriate, non-renewed in accordance with the requirements of that statute. The District shall not be required to place provisional employees on probation, and the provisions of Article III, Section 12.C. Probation shall not be applicable to such employees.

E. Evaluation Criteria – Certified Support Personnel

The following minimum criteria will be used in the evaluation of certified support staff personnel:

- A. Knowledge and Scholarship in a Special Field
- B. Specialized Skills
- C. Management of Special and Technical Environment
- D. The Support Person as a Professional
- E. Involvement in Assisting Pupils, Parents, and Educational Personnel
- F. Effort toward Improvement When Needed
- G. Constraining Factors
- H. Additional Comments

Additionally, the definitions contained in WAC 392-191-020 are to be incorporated into the evaluation criteria.

A working committee of three members appointed by REA and 3 members appointed by the District will meet during the 2016-17 school year to further define the performance expectations for categories A-H in Section 12.E. These expectations shall be piloted during the 2017-18 school year with the results of the pilot reviewed by the committee and recommendations made to the District and Association bargaining teams prior to bargaining in 2018.

Article 3. Section 14. CLASSROOM TEACHER EVALUATION

Classroom teachers holding non administrative positions shall be evaluated during each school year in accordance with the procedures and criteria set forth herein and as outlined under ESSB 6696, ESSB 5895, RCW 28A.405.100 and WAC 392-191A.

A. Introduction

1. The purpose of the evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110:
 - An evaluation system must be meaningful, helpful, and objective;
 - An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;
 - An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
 - An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.
3. Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the administrator and the employee, as described in WAC 392-191-025.
4. The purposes of evaluation of certificated classroom teachers, as identified in WAC 392-191A-050 will be, at a minimum:
 - To acknowledge the critical importance of teacher and leadership quality in impacting student growth and support professional learning as the underpinning of the new evaluation system;
 - To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance; and
 - To assist classroom teachers who have identified areas needing improvement in making those improvements.

B. Required Evaluations

1. All employees, including new employees, shall be evaluated annually; such evaluations to be completed no later than June 1 of the year in which the evaluation takes place.
2. If an employee resigns or takes a leave of absence during the school year, a final evaluation shall be completed prior to the resignation/leave date whenever possible.
3. If the administrator contemplates recommending that the employee be placed on probation, a conference and a formal observation will occur prior to that decision.

C. Applicability

This evaluation system only applies to classroom teachers who spend more than fifty (50) percent of the workday providing academically focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the District's framework and rubrics. All other staff shall continue to be evaluated in accordance with the current provisions in the parties' collective bargaining agreement. By way of example, the following certificated staff members are not considered a "classroom teacher" for purposes herein: counselors, media specialists, instructional coaches, curriculum specialists, primary support teachers, Title I teachers, deans, TOSAs, elementary resource teachers, elementary ELL teachers, ESA certified staff.

D. Definitions

1. "Artifacts" shall mean any products generated, developed, or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, agreed upon tools or forms used in the evaluation process may be considered as artifacts. An individual artifact may serve as evidence for more than one component.
2. "Evidence" means observed practice, products or results of a certificated classroom teacher that demonstrate knowledge and skills of the educator with respect to the four level rating system. Evidence should primarily be a "natural harvest" gathered from the essential work that effective teachers are already doing. Student and parent input will not be used as evidence without the mutual consent of the teacher and evaluator, but could initiate further observations or evidence gathering.
3. In addition to the eight state evaluation criteria, "student growth data" will be utilized in the evaluation of each classroom teacher. "Student growth data" means relevant and available multiple measures of student achievement. "Student growth" means the change in student achievement between two points in time. "Student growth rubrics" are identified in criterion 3, 6 & 8.

E. Instructional Framework and Evaluation Rubric

The parties have adopted the evidence based instructional framework: Danielson. The classroom teacher evaluation rubric and student growth rubric utilizing the Danielson instructional framework are included herein.

F. General Evaluation Agreements

1. The evaluator shall be the principal of a school to which the classroom teacher is assigned or an administrative designee holding an administrator's credential. The evaluator shall be designated prior to beginning the process. All evaluators shall demonstrate competence in observing teachers with interrater agreement. The evaluator shall assist the teacher by providing support and resources.
2. As per RCA 28A.405.130 no administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures. In addition, before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.

3. The District will ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.
4. Observations noted by the administrator will occur during the course of the employee's normally assigned duties and responsibilities.
5. An employee shall have the right to have a representative of his/her choice present during an evaluation conference.
6. Comprehensive summative evaluation performance scores shall be determined in accordance with the scoring and rating described in Appendix 1.

G. Procedures for Evaluation

1. All aspects of evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the employee.
2. Notification: Within fifteen (15) school days of the beginning of the school year, or within fifteen (15) school days of a teacher's first workday in the case of a late filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluative criteria and procedures the administrator shall follow in evaluating employees.
3. Self-Assessment (Step #1): Prior to the Pre-Observation Conference, the employee will complete a Self-Assessment form. An employee may complete his/her Self-Assessment in June for use in the following school year. The teacher shall biannually complete a self-assessment of their performance in relation to the evaluative criteria. Sharing of the written self-assessment is optional at the teacher's discretion. The employee will establish a personal growth plan based upon the self-assessment results. The employee and his/her administrator will collaboratively agree on the goals and plan.
4. Goal Setting and Planning Conference (Step #2): The classroom teacher and evaluator shall meet prior to October 31 in a goal setting conference. The purpose is to:
 - provide an opportunity for teacher self-assessment;
 - identify personal professional goal areas for the teacher's evaluation including evidence to be gathered or considered;
 - identify student growth goals and measures
5. Mid-Year Review: The administrator and employee will review the components of each criteria, with the corresponding evidence/artifacts that have been generated to that point in the school year. Components or criteria yet to be observed, or without evidence/artifacts will be noted for focus in the second half of the school year. A discussion regarding any components of criteria below proficient at that time will include a review of the evidence/artifacts, review of the rubrics, and a discussion of what is needed to meet a proficient rating.
6. Artifacts and Evidence: The employee and administrator will collect and share artifacts and evidence necessary to complete the evaluation. The employee may provide additional artifacts and evidence to aid in the assessment of the employee's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Any evidence submitted shall be included as part of the conference(s) to be used to determine the final evaluation score. All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

H. Observation Procedures

1. General: All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching learning process.
2. Frequency and Length:
 - a. All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) continuous minutes during the first ninety (90) calendar days of their employment.
 - b. During each school year, each employee (including new employees) shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.
 - c. Employees in the third year of provisional status must be observed at least three (3) times in the performance of his/her assigned duties. The total observation time for the school year must not be less than ninety (90) minutes.
 - d. In addition to the required observations, administrators may make additional observations at any time during the school year.
3. Informal Observations:
 - a. An informal observation is a documented observation that is not required to be prescheduled.
 - b. An administrator may conduct any number of informal observations.
 - c. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
 - d. All informal observations shall be documented in writing using an observation report form. A copy of the form shall be provided to the employee in a timely manner to be used as part of the evaluation process.
 - e. If there is an area of concern based upon any such informal observation, written documentation of the area of concern must be provided to the employee within ten (10) working days of the conference in order for that evidence to be included in the evaluation process.
 - f. Any time after an informal observation an employee may, upon request, receive a post informal observation conference to discuss the informal observation.
4. Formal Observations:
 - a. A formal observation is a documented observation that has been prescheduled prior to the observation.
 - b. Every employee will have a minimum of two (2) formal observation cycles.
 - c. Pre Observation Conference: The pre observation conference shall be held prior to each formal observation. The employee and administrator will mutually agree when to conference. The purpose of the pre observation conference is to discuss the employee's goals and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
 - d. The administrator will document all formal observations using the negotiated form and provide documented feedback to the employee within ten (10) working days of the conference.
 - e. Post Observation Conference:

- i. The post observation conference will be held at a mutually agreed time no later than ten (10) working days after the formal observation unless there is agreement by the employee and administrator to extend the timeline.
- ii. The purpose of the post observation conference is to discuss the observation. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If it is mutually agreed upon by teacher and evaluator that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.
- iii. If there is an area of concern, the administrator will identify specific concerns for the applicable criteria/components and collaboratively discuss possible solutions to remedy the concern and provide written documentation.

I. Summative Evaluation Conference:

- a. After completion of the required observations and any required remediation and/or probation procedure, the evaluator shall complete a final evaluation. It will include a rating for each criterion, a student growth rating, and an overall summative performance rating.
- b. The administrator and employee shall meet to discuss the employee's summative score. The summative score, including the student growth score, must be determined by an analysis of evidence and artifacts. This analysis will assess the employee's performance over the course of the year or the period covered by the evaluation.
- c. The employee and administrator are expected to collaborate in providing evidence and artifacts as needed for each criterion to be scored.
- d. Clear and sufficient evidence/artifacts for each criterion scored must be present. Documented communication to the employee over the course of the year, based upon the appropriate rubric(s) that indicates a lack of evidence or artifacts may serve as an acceptable source of documentation.
- e. The employee will sign two (2) copies of the Final Summative Evaluation Report. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents.
- f. Employees shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

J. Comprehensive Evaluation: (see Appendix 1)

1. A comprehensive summative evaluation assesses all eight evaluation criteria. Student growth and all criteria contribute to the comprehensive summative evaluation performance rating. See Appendix 1 – Scoring and Ratings.
2. The following categories of the classroom teachers shall receive an annual comprehensive summative evaluation:
 - Classroom teachers who are provisional employees under RCW 28A.405.220
 - Classroom teachers who received a comprehensive summative evaluation performance rating of unsatisfactory or basic in the previous school year
 - Classroom teachers who are on probation
3. All other classroom teachers shall receive a comprehensive summative evaluation at least once every four years.

K. Focused Evaluation:

1. A focused evaluation must be completed when a comprehensive summative evaluation is not required by the evaluator or the classroom teacher. Classroom teachers who received a comprehensive overall summative evaluation performance rating of Level 3 Proficient or above in the previous school year may complete a Focused Evaluation with approval from their principal by November 30. A teacher may be transferred from a Focused Evaluation to a Comprehensive Summative Evaluation prior to February 1 at their request or by December 15 at the discretion of the evaluator.
2. Criteria Selection: A classroom teacher and evaluator shall select one of the eight criteria plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criteria and share professional growth activities.
3. The Focused Evaluation shall include the student growth rubrics of the selected criterion. If Criterion 3, 6 or 8 are selected, evaluators shall use those student growth rubrics. If Criterion 1, 2, 4, 5, or 7 is selected, evaluators shall use Criterion 3 or 6 student growth rubrics.
4. A classroom teacher shall receive an overall summative performance rating based on the most recent comprehensive summative evaluation score. If the observation and student growth data indicate an exemplary performance on the chosen focused criterion, a rating of level 4 (Distinguished) may be awarded by the evaluator.

L. Provisional Employees:

1. "Provisional Employees" are those who are within their first three (3) years of employment with the District, except for those who have at least two (2) years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
2. All Provisional Employees who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) at the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
3. If a Provisional Employee's job performance is unsatisfactory, an employee assistance plan will be developed to support the employee in improving their performance. An assistance plan may include such supports as: professional development, peer support, mentoring/coaching, peer observations, and other strategies designed to improve professional standards.
4. Before non-renewing a provisional teacher for reasons related solely to performance deficiencies, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
 - A completed comprehensive evaluation;
 - An assistance plan designed to support the teacher in making satisfactory progress in improving his/her performance (#3 above);
 - A periodic report from the evaluator on the teacher's progress toward remediating deficiencies
5. All Provisional Employees are subject to nonrenewal of employment contract pursuant to RCW 28A.405.220.

6. No Provisional employee will be non-renewed, absent for cause, financial reasons or evaluation-related reasons, without being given notice of the District's position and an opportunity to resign.

M. Support for Employees with Basic and Unsatisfactory Ratings

1. If an employee with more than five (5) years of experience receives a comprehensive summative evaluation performance score below Proficient, the employee must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, an employee assistance plan will be completed prior to completion of the comprehensive evaluation. An assistance plan may include such supports as: professional development, peer support, mentoring/coaching, peer observations, and other strategies designed to improve professional standards.
2. No employee shall be placed on probation unless an assistance plan has been given to the employee in the current or prior school year and at least thirty (30) working days were provided after the employee's receipt of the assistance plan to remediate the area(s) of deficiency(ies).

N. Probation

1. If, at any time after October 15th, an administrator determines that the performance of an employee under his/her supervision is not judged satisfactory based on district evaluation criteria the administrator shall report the same in writing to the Superintendent. The report shall include the following:
 - Specific areas of performance deficiencies identified from the instructional framework;
 - A recommended specific and reasonable program designed to assist the employee in improving his/her performance.
2. The following comprehensive summative evaluation performance ratings based on the evaluation criteria mean a classroom teacher's work is not judged satisfactory:
 - Unsatisfactory (Level 1); or
 - Basic (Level 2) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
3. An employee on a continuing contract who has been assigned to teach outside of his/her endorsements shall not be subject to nonrenewal or probation based on evaluations of his/her teaching effectiveness in the out of endorsement assignment.
4. Copies of the materials to be submitted to the Superintendent shall be provided to the employee at the same time.
5. The employee shall have the right, upon request, to a confidential conference with the Superintendent prior to any decision by the superintendent to place the employee on probation.
6. If the Superintendent concurs with the administrator's recommendation that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days.
7. Procedure during Probation Period:
 - a. Limit on Transfer or Reassignment During Probation Period: During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be

- documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or district.
- b. Number of Observations: The probationary employee shall be observed at least twice monthly, with a minimum of one formal observation per month, by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of such required observations that the probationary period should be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.
 - c. Pre Observation Conference: A pre observation conference shall be conducted between the probationary employee and the evaluator within five (5) working day(s) of each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator.
 - d. Additional Observation Requirements: Each formal observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal teaching learning process of the class, and shall be conducted with the full knowledge of the probationary employee.
 - e. Post Observation Conference: Following each formal observation, a post observation conference between the evaluator and the employee shall be held within five (5) working days at which time a copy of the evaluator completed form and working notes shall be provided to the employee. At this time the parties shall discuss the contents of the form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with the recommendation for improvement and future remediation efforts.
 - f. Informal Observation: The evaluator may conduct any reasonable number of informal observations under the same procedures as in the regular evaluation process (including documentation).
 - g. Collegial Assistance: A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiency(ies). Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the evaluator.
 - h. Procedural Errors: 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.
8. Evaluator's Post Probation Report to the Superintendent:
- a. The administrator shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:
 - That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 - That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status accompanied by a letter identifying areas where further improvement is required; or

- That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.
 - b. The written report to the Superintendent shall specify the number of observations and include all evaluation forms utilized in the evaluation process.
 - c. A copy of the report shall be given to the employee and the Association, if involved, at the same time it is delivered to the Superintendent.
9. Action by the Superintendent:
 - a. Following a review of the Evaluator's Post Probation Report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
 - b. A classroom teacher who has been transitioned to this evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.
 - c. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
 10. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15th of the same school year.
 11. The probationary period may be extended into the following school year if the employee has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2.
 12. Alternative Assignment: 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 removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

O. Non-Renewal:

1. Per RCW 28A.405.100(4)(c), when a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten (10) working days of the completion of the second summative comprehensive (comprehensive summative) evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
2. The employee who is, at any time, issued a written notice of probable cause for nonrenewal or discharge by the Superintendent pursuant to this Section shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

P. Evaluation Documents:

Only the final summative evaluation document, along with any comments submitted by the employee, shall be kept in the personnel files.

Q. Evaluation Results:

1. Evaluation results shall be used:

- To acknowledge, recognize, and encourage excellence in professional performance
- To document the level of performance by a teacher of his/her assigned duties
- To identify specific areas in which the employee may need improvement according to the criteria included on the evaluation instrument
- To document performance by a teacher deemed unsatisfactory based on District evaluation criteria
- Beginning in 2015-2016, as one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

2. Evaluation results shall not be:

- Shared or published with any identifying information, except as required by law
- Shared or published without notification to the individual and Association, unless otherwise requested by the individual
- Used to solely determine assignment, placement, or job status of a teacher except as defined elsewhere in this agreement
- Used to determine any type of base or additional compensation

3. The evaluation ratings of classroom teachers shall not be based on comparison to the evaluation ratings of other teachers in the District.

Article 3, Section 15. REDUCTION AND RECALL

The term "reduction" as used herein refers to action by the Board reducing the number of certificated employees in the District due to economic reasons only. No provision of this agreement shall be construed as an abrogation of the right of any certificated employee, pursuant to RCW 28A.405.210 or RCW 28A.405.300 nor any of the District's responsibilities under the cited statutes. Reduction of certificated employees with valid contracts shall not be made during the school year. In the event of reduction, the District shall provide written notice of nonrenewal to all affected certificated employees on, or before, May 15. When possible, the Association shall be notified of anticipated reductions not later than May 15.

Where revenues are categorical and depend on actual expenditures rather than budgeted amount, every effort will be made to maintain this categorical support.

Determination of Vacant Positions: The District shall determine, as accurately as possible, the total number of certificated staff known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge, or nonrenewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.

Certification: Possession of any valid Washington State certificate which may be required for the position(s) under consideration shall be a prerequisite for retention.

Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions.

- A. Elementary employees will be considered for retention in one category (K-6). Elementary employees shall include classroom teachers, elementary librarians.
- B. Secondary employees (7-12) will be considered for retention by teaching specialties (such as science, math, K-12 music, social studies, language arts, industrial art, art, home economics, business education, driver education, physical education and health, individual languages, (i.e., French, Spanish, German.)

(Bargaining note: District withdraws language change and defers to current contract language)

- C. Other non-supervisory employees will be considered for retention according to their specialties which will include counselors, secondary librarians, special education personnel (psychologists, communication disorder specialists) and nurses.
- D. Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to Federal and State requirements for said position(s).

Retention by Employment Category: Each certificated employee shall, in accordance with the criteria set forth herein be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of the procedures. For the purpose of the paragraph, a certificated employee is currently performing in any given category or specialty if one teaching period or more of such employee' assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or his designee, provided, that in order to qualify for consideration in any such additional category, the certificated employee:

- A. Must have had a minimum of one (1) year professional experience* of at least one teaching period in each such additional category; or
- B. Must have a college major or minor in each such additional category.

*Employees who, by part-time assignments, have accumulated the equivalent of one (1) year, or major fraction thereof, experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.

All written designations for consideration in additional categories shall be submitted in writing within fifteen (15) working days after any request for such information is made by the Superintendent or his or her designee.

Appeals: An employee may file with the Superintendent a written appeal to request reconsideration or modification of retention categories or specialties for which he or she may qualify. The employee must include in the appeal a full statement as to the facts on which he or she contends the reconsideration or modification should be based.

Selection Within Employment Categories: Certificated employees shall qualify for retention in available positions within the categories to qualify. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be retained:

In the event of lay off, the following criteria will be used in the following sequential order as described below in subject area:

1. Seniority in the State of Washington
2. Seniority in the District
3. Seniority in the teaching profession
4. The comprehensive summative evaluation performance rating (Distinguished, Proficient, Basic, or Unsatisfactory) from the most recent comprehensive evaluation
5. Credits

Employment Pool: All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated for employment and placed in an employment pool for possible reemployment. The individual's name will remain in the employment pool from the date of nonrenewal until July 1 of the school year following the school year in which the employee was non-renewed.

It shall be the responsibility of each certificated employee placed in the employment pool to notify the Superintendent or his or her designees by April 1, if such employee wishes to remain in the employment pool for one (1) additional year (12 months from July 1). If such notification is not received, the name of any such certificated employee shall be dropped from the employment pool.

When a vacancy occurs for which person(s) in the employment pool qualifies, notification from the District to such individual shall be by certified mail or by personal delivery. Such individual shall have seven (7) calendar days from receipt of the letter to accept the position.

An individual will forfeit rights to employment as provided in this section if the individual signs a certificated employee contract with another district or does not accept offer of employment as a certificated employee with this District; provided, however, that should said employment contract be of one (1) year duration or less, the employee shall remain in the employment pool as defined above.

Teachers who were assigned to full-time teaching positions at the time they were non-renewed under this section shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing his or her recall status for any full-time position which may become available.

Teachers who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time teacher with less seniority shall be recalled to any part-time teaching position unless such position is declined by all teachers (full- and part-time) with greater seniority.

When a certificated employee is recalled, ~~they he/she~~ shall be granted the years of experience, days of accumulated sick leave and seniority which ~~they he/she~~ had at the time of reduction. In addition, if during the period of reduction, a laid off certificated employee increased his educational training, then upon recall, said certificated employee shall have the additional training credited to ~~them him/her~~ and such additional training shall be used to calculate said certificated employee's position on the salary schedule.

While in the employment pool, a certificated employee may, at said employee's option, be continued in any fringe benefit program of the District provided said certificated employee reimburses the cost of the program to the District in advance by the first of each month. Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

Article 3. Section 16. GRIEVANCE PROCEDURE

A grievance is a claim by an employee, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and may be processed as a grievance as hereinafter provided.

In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted.

During the summer break, "school days" shall be interpreted as any day upon which the office of the superintendent is open to the public. Prior to the final day of the school year, the Association shall be given a schedule of days the superintendent's office will be closed for the summer.

Step 1.

The grievant may invoke the formal grievance procedure through the Association on the form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within fifteen (15) school days of the occurrence of which the grievant complains or within fifteen (15) days from the time the grievant first becomes aware of the facts upon which the grievance would be based.

Step 2.

Within ten (10) school days of receipt of the written grievance, the principal or designated supervisor shall meet with the Association in an effort to resolve the grievance. The principal or designated supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association.

REA proposal in red below 9-5-22:

Step 3.

If the Association is not satisfied with the disposition of the Grievance *the Association may advance the grievance to the Superintendent within ten (10) days of the Step 2 written meeting response.* ~~or if no Step 2 meeting was held within ten (10) school days from the date of filing, or if no disposition has been made within ten (10) school days of the Step 2 meeting, the Association may submit the grievance to the Superintendent. The grievance must be submitted to the Superintendent in writing within twenty (20) days following the filing of the Step 2 grievance if no Step 2 meeting was held, or within twenty (20) days following the Step 2 meeting if a Step 2 meeting was held but no decision rendered within ten (10) days, or within ten (10) school days following the issuance of the Step 2 decision. Within ten (10) school days,~~ The Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association.

RSD accepts REA proposal on Step 3

Step 4.

If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within the period above provided, the grievance, at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition by the Superintendent or his/her designee. If the parties cannot agree as to the arbitrator within ten (10) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.

Neither the District nor the Association shall be permitted to assert in such arbitration proceeding any ground not previously disclosed to the other party.

Powers of the Arbitrator

It shall be the function of the arbitrator and he or she shall be empowered except as his or her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall confine his or her inquiry and decision to the specific area of the Agreement as cited in the grievance form. Matters for which law provides another course of review shall be exempt from the grievance procedure; unless the grievant and Association

chose, at the time of a specific concern, to submit the matter through the grievance procedure and irrevocably waive any rights to other process(es).

The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.

Arbitration Costs

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

Time Limits

The time limits provided in this article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times herein provided shall result in the dismissal of the grievance. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit, shall result in the grievance to proceed directly to the Superintendent.

Continuity of Grievance

Notwithstanding the expiration of this Agreement, any claim of grievance arising hereunder may be processed through the grievance procedure until resolution.

Miscellaneous

There shall be no reprisals of any kind by the District or an agent of the District against any employee for reason of his or her participation in the grievance process.

It will be the practice of all interested parties to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the grievant and the person or persons by whom the grievance is being processed, proceedings may be held during the regular working hours and the grievant and the appropriate participants and representatives will be released from assigned duties without loss of pay.

Article 3. Section 17. CURRICULUM

- A. The District recognizes the importance of including employees in the selection of the curriculum. Employees impacted by curriculum changes shall be involved through representative employees in the adoption process. Grade levels/departments shall have the right to select their representatives within the adoption team structure set by the district with the understanding that there shall be at least one (1) member from each grade band at each impacted school(s).

1. Options for Review: Employee representatives have the right to request additional options for review if current options are considered insufficient. The committee may choose to recommend the curriculum currently in place in lieu of the options considered.
- B. The District will provide the currently adopted components of the curricular package to all staff before or during the first 15 student days of the school year (or within a reasonable time of delivery of the materials). Materials may be provided online when available and appropriate.

All Staff will be offered trainings prior to implementation.

Article 3. Section 18. SPECIAL EDUCATION CASELOADS AND STAFFING

The District recognizes the value of appropriate Special Education caseloads and will attempt to keep the caseload as low as possible.

REA Proposal 9-5-22

In the event that an employee is three (3) students above listed class size the employee shall have the option of 6 hours per day of paraeducator support time, or double the stipend listed in subsection 3 while the district addresses the overload.

Caseloads for Resource Room or Inclusion Teachers:

Grade level	1 teacher per ... students 2022-2023	1 teacher per ... students 2023-2024	1 teacher per ... students 2024-2025
Pre K	16	15	14
Primary (K-4)	24	23	22
Intermediate (5-6)	25	24	23
Middle (7-8)	25	24	23
High (9-12)	25	24	23
Self-contained Elementary	10	9	8
Self-contained Secondary	14	14	14

**Staff support time: Each teacher assigned to a self-contained classroom will have a minimum of thirteen (13) hours of staff support time, exclusive of required staff support (e.g. one on one aides) written into student Individual Education Plans.*

RSD – Counters by resubmitting caseload numbers below.

Caseloads for Resource Room or Inclusion Teachers:

Grade level	1 teacher per ... students
Pre K	18 <u>15</u>
Primary (K-4)	27 <u>24</u>
Intermediate (5-6)	27 <u>26</u>
Middle (7-8)	28 <u>27</u>
High (9-12)	28 <u>27</u>
Self-contained classroom teachers*	15 <u>13</u>

RSD – Counters by resubmitting self-contained caseload numbers below.

Caseloads for Self-Contained Classroom teachers: The caseload for each teacher is thirteen (13), fifteen (15) students and *Each teacher assigned to a self-contained classroom will have thirteen (13) hours of staff support* time.

* Staff support time is inclusive of required staff support (e.g. one on one aides) written into student Individual Education Plans.

Overload protections for Special Education Teachers ~~and Education Support Staff:~~

1. Special Education teachers who experience overloads, other than through their own choice, will be allowed to submit an electronic overload form based on overloads in existence on the tenth school day after the first student count date in September and thereafter on the first count date of each month.
2. If an electronic overload form is submitted, the Director of Special Education shall have five (5) school days from the receipt of the class size form to resolve the overload or acknowledge following relief:
 - a. Teachers will be provided a stipend of \$7 per day, per student, above the caseload. At three (3) students or more above the caseload the employee will be provided a stipend of \$14 per day, for those students.

REA Proposal 9-5-22

Caseloads for Special Education Support Staff:

Staff Type	District caseload 22-23	District caseload 23-24	District caseload 24-25
School Psychologist	<u>1 per 950 students</u> Eval cap of 45, 8 additional hours for each eval over 45	<u>1 per 850 students</u> Eval cap of 45, 8 additional hours for each eval over 45	<u>1 per 750 students</u> Eval cap of 45, 8 additional hours for each eval over 45
Speech language pathologist	<u>1 per 50 45 students served</u>	<u>1 per 50 45 students served</u>	<u>1 per 50 45 students served</u>
OT	1 per <u>2900</u> 3000	1 per <u>2800</u> 3000	1 per <u>2700</u> 3000
PT	1 per 6000	1 per 5750 6000	1 per 5500 6000
K-6 Counselors	1 per 550 students	1 per 450 students	1 per 350 students
7-8 Counselors	1 per 300 students	1 per 275 students	1 per 250 students
9-12 Counselors	1 per 200 students	1 per 200 students	1 per 175 students

RSD – Counters with reduced Special Education Support Staff caseload numbers below.

Caseloads for Special Education Support Staff:

Staff Type	District Caseload
School Psychologists	1 per <u>1,100</u> 1,250 students
Speech/ Language Pathologist-	1 per 50 students served
Occupational Therapist	1 per <u>2,700</u> 3,000 students
Physical Therapist	1 per <u>5,500</u> 6,000 students

REA Proposal 9-5-22

- a. *Speech and language pathologists* will be provided a stipend of \$6 per student, per day above the caseload.

- b. Case managers will receive their choice of a stipend of \$7 per day –or- 45 minutes of additional para-educator time per day per student in overload.
- c. School psychologists, Occupational therapists, Physical therapists, and counselors will receive \$120 per month for each twenty-five (25) students that exceed the caseload, not to exceed two hundred (200) students.

RSD – Respectfully declines and counters by submitting Overload protection language below.

Overload protections for Special Education Support Staff:

1. School psychologists, Occupational therapists, and Physical therapists who experience overloads, other than through their own choice, will be allowed to submit an electronic overload form based on overloads in existence on the tenth school day after the first student count date in September and thereafter on the first count date of each month.
2. If an electronic overload form is submitted, the Director of Special Education shall have five (5) school days from the receipt of the class size form to resolve the overload or acknowledge following relief:
 - a. Employees will be receive \$120 per month for each twenty five (25) students that exceed the caseload.

If a school’s student intervention team recommends that a student might benefit from mental health care services, the district will put the family in contact with community resources.

REA proposal 9-5-22

Article III, New Section, Special Education Provisions, Paragraph 4:

All certificated staff will provided training in the district’s special education policies and procedures, including, but not limited to procedures to safely clear rooms and address violent of harmful behavior,; to ensure the safety and well-being of all employees and students.

RSD: respectfully declines. (Bargaining note: This fall, the District will provide training for all staff as related to procedures to safely clear rooms and address violent or harmful behaviors)

Article 3. Section 19. SPECIAL EDUCATION PROVISIONS

When planning the classroom distribution of students the district and impacted teacher(s) are committed to reviewing placements and providing necessary supports to make a manageable workload.

Co-taught classrooms are one class for purposes of determining class-size. Such positions would be a unique position and subject to the transfer process laid out in Article III, Section 5.

Emergencies occurring during the planning or duty free time of a Special Education Teacher will not be the responsibility of the Special Education Teacher. If a Special Education teacher is asked to work with one or more students during their planning or duty free time, they will be paid per diem for the time missed to the nearest 15 minutes.

REA Proposal 9-5-22

Due to the needs inherent in co-teaching, planning, and supervision, special education staff who supervise / direct classified support staff shall be given an additional thirty (30) minutes time per week starting in the 2023-2024 school year.

RSD – Respectfully declines and counters by submitting Special Education Provision language below.

All special education certificated staff will be offered training in the district’s special education policies and procedures.

In recognition of the additional duties taken on by special education staff, they will receive base pay above the REA salary schedule as follows: a stipend for an additional five (5) days of pay at per diem rate per year.

<u>Classification:</u>	<u>Percentage above REA salary schedule</u>
<u>Resource Teachers</u>	<u>5%</u>
<u>Self-Contained Teachers</u>	<u>6.11%</u>
<u>Occupational and Physical Therapists</u>	<u>5.6%</u>
<u>Speech Language Pathologists</u>	<u>8.33%</u>
<u>Psychologist</u>	<u>10%</u>

The classification of Psychologist will receive an additional 10% preparation buyback. *(Bargaining note: Current practice of 30 flex days is discontinued)*

REA proposal 9-5-22

Article III, Section 19, Special Education Provisions, New Paragraph

Should any special education staff member be unable to schedule services while protecting duty free time, they may request their building principal or the special education director to create a schedule that meets the service requirements of their caseloads while preserving their duty-free times.

RSD respectfully declines. *(Bargaining note: Consistent with past practice, if an employee needs assistance with scheduling, a discussion and plan can be reviewed with the principal. Clarification will be provided in the District Handbook)*

ARTICLE IV - BENEFITS

Any type of leave listed below shall be automatically terminated and all rights to a position in the District shall be immediately forfeited if the employee on leave is engaging in outside employment with another employer without advance written approval from the Superintendent/designee.

Article 4. Section 1. SICK LEAVE

Sick leave is defined as paid leave for illness, injury, disability, emergency and family care. Sick leave must be taken in either half-day (1/2) or full-day increments if a substitute is used or any classroom coverage is to be paid.

At the beginning of each school year, each employee covered by this Agreement shall be credited with an advance sick leave allowance of twelve (12) days. In the event of illness, the appropriate deduction will be made. Sick leave not taken shall accumulate from year to year up to a maximum of one hundred eighty (180) days for the purposes of sick leave buy-back (RCW 28A.400.210, Remuneration of Unused Sick Leave) and for leave purposes up to a maximum of the number of contract days agreed to in a given contract, but not greater than one year (RCA 28A.400.300).

Pursuant to current statute, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. For purposes of this paragraph, "eligible employee" means (a) employees who separate from employment due to retirement under a plan administered by the Washington Department of Retirement Systems or death; (b) employees who separate from employment and who are at least age 55 and have at least 10 years of service under TRS or SERS Plan 3; or (c) employees who separate from employment and who are at least age 55 and have at least 15 years of service under the TRS, PERS or SERS Plan 2.

A. Sick Leave Sharing/Donations:

An employee is eligible to receive shared sick leave if:

1. The employee suffers from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to go on leave without pay or terminate employment with the District;
2. The employee is not eligible to receive industrial insurance benefits; and
3. The employee or their ~~his/her~~ representative has submitted to the District documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Sick leave donation shall be in compliance with RCW 28A.400.380 and WAC 392-126-075.

The dollar value of the leave days donated shall be converted into days based upon the per diem rate of the employee receiving the leave. The value of any leave transferred under this clause which remains unused shall be returned to the donor at its original value. The value of unused leave, which was transferred by more than one employee shall be returned on a pro-rata basis.

Article 4. Section 2. HEALTH LEAVE

A certificated employee whose physician certifies in writing that the employee is unable to perform professional duties because of personal illness, maternity or disability shall, upon request, be granted leave of absence without pay for up to one (1) year from the date the leave is granted. Health leaves shall be granted without requiring the employee to use up accumulated sick leave. Leaves for these conditions may be renewed up to one (1) additional year. Renewal of health leave shall be made in writing to the district personnel office by March 1. When returning within one (1) year from the date the health leave was granted, a certificated employee who has been granted health leave shall be allowed to return to the position last held or a similar position.

REA Proposal 9-5-22:

New language to the end of Article IV Sections 2 (Health Leave) 6 (General Leave), 10 (Family Leave), and 12 (Sabbatical Leave):

Employees shall have the right to apply any proportion (0-100%) of their accrued paid leave during this leave, reserving the remaining leave until they return.

RSD respectfully declines.

Article 4. Section 3. PARENTAL LEAVE

Four (4) days of leave at full pay and up to sixteen (16) days of paid sick leave shall be allowed to be utilized for the birth or adoption of a child under the same conditions which qualify for unpaid leave under the state and federal Family and Medical Leave Act.

Article 4. Section 4. EMERGENCY LEAVE

Emergency leave with full pay shall be available to employees for hardships or other pressing needs and shall be granted in situations which require absence during school hours for purposes of transacting or attending to personal or legal business or family matters. Such leave will be taken out of sick leave. Emergency leave shall be granted subject to the conditions and procedures listed below:

The situation must be suddenly precipitated and of major importance, or must be of such nature that pre-planning is not possible.

Article 4. Section 5. BEREAVEMENT LEAVE

Up to five (5) days bereavement leave with full pay will be granted for each occurrence in the employee's immediate family or any person living in the household with the employee. For the purposes of this item,

immediate family is defined to include parents, siblings, spouse, registered domestic partner, children, grandchildren, grandparents, and same relationships as related by marriage or domestic partnership.

One (1) day bereavement leave, with full pay, per year, will be granted to each employee to be used at his/her discretion for the death of someone of close personal ties.

Article 4. Section 6. GENERAL LEAVE OF ABSENCE

Leaves of absence up to one (1) year without pay will be granted employees for the purposes of study, travel, family care, or personal renewal.

- A. All requests for general leave must be made before May 1 of the year prior to the requested leave and are subject to approval by the Board of Directors, so as to assist in providing assignments by May 10. Later requests will be considered, but may not be granted if suitable transfer or replacement cannot be found.
- B. Each request for a leave of absence will be judged on the merits of the request.
- C. The employee granted a leave of absence must confirm his/her intention of returning to the District by March 15 of the leave year prior to that school year. (In case of staff reduction, the employee shall be considered for retention on an equal basis with all other employees.)
- D. Upon return from leave, the employee shall be placed in the position last held, or in a similar position if such position is available.
- E. The employee granted a leave of absence shall, upon his/her return, be placed on the appropriate step of the salary schedule but receive no credit for the "experience" step on the schedule for the year of leave unless such credit is merited by the year's activities.
- F. Upon request by the employee before May 1 of the leave year, the general leave of absence may be renewed for up to one (1) year only.

Article 4. Section 7. ASSOCIATION LEAVES

Days of release time shall be available for Association-related business approved by the Association president, including conferences, consultant work and/or preparation for negotiations. The number of available days shall be limited to 0.225% of the number of contract days generated by the FTE of teachers employed in the District on October 1 each year. Such leaves shall be subject to the following:

- A. Release days shall be with full pay, and the Association shall pay to the District all cost for the substitute(s)
- B. The purpose for the leave shall be clearly stated at the time of the request.
- C. The request must be in writing to the principal or supervisor and the personnel office a minimum of four (4) school days in advance, unless this is not feasible, in which case it shall not be less than one (1) day in advance.

Article 4. Section 8. PERSONAL LEAVE (signed TA 7/27/22)

Up to three (3) personal leave days per employee for each school year shall be granted. Unused personal leave may be carried over from year to year not to exceed a cumulative total of five (5) days inclusive of up to two days (2) carryover and the current year's three (3) day entitlement. Leave in excess of two (2) days at the end of the leave year will automatically be paid as compensation to the employee ~~cash-out~~ at 2/3 the per diem rate, through normal payroll payments.

Staff members planning to take personal leave shall notify the District Office at least three (3) days in advance except in unusual situations where prior notice is not possible. In the latter instance, approval of such leave shall be sought immediately upon return to work.

Not more than fifteen percent (15%) of the certificated staff at South Ridge Elementary School, Union Ridge Elementary School, Sunset Ridge Intermediate School, ~~or~~ View Ridge Middle School or Wisdom Ridge, and not more than twelve percent (12%) of the certificated staff at ~~each location for~~ 9-12 Ridgefield High School shall be granted use of personal leave on any one day. TOSAs (Professional Development) who start a week before students are in school may take personal leave during the first week of school for students.

Percentages will be rounded to the nearest whole number, and each building staff shall be treated separately. Personal leave cannot be used during the first or last ten (10) student school days of each school year. Personal leave shall be used to cover unexpected circumstances or those circumstances which cannot be dealt with outside of working hours.

Article 4. Section 9. JURY DUTY & SUBPOENA LEAVE:

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the district when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law when such appearance results while acting within the scope of their employment. Leaves with pay shall also be allowed when subpoena is the result of the employee's performance of civic duty. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

Article 4. Section 10. FAMILY LEAVE:

Employees are eligible for family leave benefits as per state and federal regulations. Any paid leaves under this Agreement shall run concurrently with an employee's family leave entitlement to the extent allowed by law.

Article 4. Section 11. DISTRICT LEAVE:

Employees requested to attend a conference or sponsor a student activity held on a regular school day shall be granted professional leave for their absence.

Article 4. Section 12. SABBATICAL LEAVE

Unpaid sabbatical leave may be granted for one (1) year to those employees who have served the District a minimum of seven (7) years for professionally related travel, study or other professional growth activities. No more than one (1) employee may be granted sabbatical leave during any school year. In the event more than one (1) employee applies for a sabbatical, seniority in the District shall determine which staff member is selected.

Employees desiring sabbatical leave must submit a written request to the Superintendent prior to March 1 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which leave is requested and provide an outline of the activities in which they will be engaged and provide a description of how the experience will improve student learning.

Upon return from sabbatical leave, the employee shall prepare a written report of the experience and deliver that report to the Board of Directors at the September Board Meeting. Further, an employee returning from sabbatical leave shall be placed in a position within the District and shall be placed on the appropriate step in the salary schedule as though he/she had not been on leave.

The Board of Directors shall take action on request for sabbatical leave no later than the regularly scheduled May Board Meeting. Any approval of sabbatical leave shall be reliant upon the District's ability to find a suitable replacement.

REA Proposal 9-5-22:

Article IV, New Section 12 and reorder accordingly (COVID LEAVE):

Section 12: Covid leave: Employees who are exposed to Covid-19 during the course of their employment and who subsequently test positive shall receive up to five (5) days of administrative leave to cover their mandatory quarantine/ recovery period. An employee shall not receive more days of leave under this provision than the actual number of days they are excluded from work for quarantine/ recovery.

RSD respectfully declines.

Article 4. Section 13. UNPAID LEAVE:

Employees who have exhausted accumulated leave and feel they must be absent may request unpaid leave from their principal. Denial of unpaid leave requests shall be with written reasons-that may be appealed to the Superintendent. Such denials shall not be for arbitrary or capricious reasons.

Article 4. Section 14. PERSONAL PROFESSIONAL GROWTH INITIATIVE:

Each teacher will be allocated a set amount of dollars each year to be used for personal professional growth activities selected and pursued by the teacher, including, but not limited to, credits, clock

hours, and activities related to professional certification and National Board Certification along with optional enrichment curricular materials for the benefit of their students. The funds may be used by each teacher to pay for the purchase of optional enrichment curricular materials for the benefit of their students, expenses related to professional growth activities such as tuition, textbooks, registration fees for workshops, conferences, or seminars, related travel and lodging expenses, substitute costs, and supplies and materials for such professional growth activities (adopted curricular materials are exempt from required use of PPGI funds). The Personal Professional Growth Initiative funds shall be \$750 per FTE per year.

Teachers are to provide original receipts to the Business Office for reimbursement for use of personal professional growth funds and may be reimbursed following purchase without waiting until the training is held.

When the up-front commitment of personal funds presents a hardship, a teacher may request prepayment by submitting a Request for Prepayment of Purchase form.

Unused funds will be carried over to the following school year for use by the teacher, provided that at no time will the funds available to a teacher exceed \$2,000 per year.

Annual allocation of the funds described in the first paragraph are contingent upon passage of the M & O levy. Funds carried over from the previous school year will continue to be available, subject to the limit in the immediately preceding paragraph.

Employees pursuing professional growth activities, including National Board Certification, professional certification or advanced education degrees, may use District equipment and materials at their assigned school (e.g., video equipment) for the program when such equipment and materials are not otherwise used for instructional purposes and provided the employee does not use consumable supplies reserved for other District purposes.

Article 4. Section 15. SALARY:

REA Proposal 9-5-22

- 1. For the 2022-2023 school year the Ridgefield School District/ Ridgefield Education Association Salary Schedule will be increased by ~~fifteen~~ ~~fourteen~~ five and a half percent (~~15-14.5~~ 5.5) percent on the base, in addition to IPD.*

- 2. For the 2023-2024 school year the Ridgefield School District/Ridgefield Education Association Salary Schedule will be increased by ~~five~~ four and a half (~~5-4.5~~ 4.5) percent in addition to IPD.*

- 3. For the 2024-2025 school year the Ridgefield School District/Ridgefield Education Association Salary Schedule will be increased by ~~five~~ four and a half (~~5-4.5~~ 4.5) percent in addition to IPD.*

RSD – Counters by submitting updated salary proposal below.

The district's salary schedule shall be as provided as follows: Exhibit 1.

No less than the Implicit Price Deflator (IPD) value as provided by the State Budget Office will be applied at the base step of the wage scale, which will then be adjusted accordingly.

Effective September 1, 2022, the current wage scale will be increased by 5.5% at the base step. Steps are 2.5% and the wage scales will be adjusted accordingly. After the wage increases are applied, Steps “BA 0” and “BA 15” will be deleted. Step “BA 30” will be renamed “BA 0” Employees will retain their normal anniversary dates. *(Bargaining note: For school year 22-23, the District presents a general overall economic compensation increase of 7.5% --comprised of 5.5% IPD and a 2.0% increase to TRI. Additionally, all eligible employees will receive a 2.5% annual step increase for an overall economic compensation increase of 10%. Stipends are also offered with increases.)*

Effective the school year 2023-2024, the current wage scale will be increased by the greater of either 4.5% 3.0%, or the Implicit Price Deflator (IPD) value as provided by the State Budget Office, applied at the base step. Steps are 2.5% and wage scale will be adjusted accordingly.

Effective the school year 2024-2025, the current wage scale will be increased by the greater of either 3.0% or the Implicit Price Deflator (IPD) value as provided by the State Budget Office, applied at the base. Steps are 2.5% and the wage scale will be adjusted accordingly.

Guidelines for Salary Placement and Advancement

A. All employees shall meet the following requirements:

- ~~1. Years of Experience: Employees working for the District prior to August 31, 2018 shall maintain their current experience placement plus credit for each subsequent year of experience in the District. In placing new employees, the District shall comply with the criteria established in WAC 392-121-245 as of July 15, 2018.~~
- ~~2. Education Experience: Employees working for the District prior to August 31, 2018 shall maintain their current education placement, plus credit for education experience obtained after August 31, 2018. In placing new employees, the District shall comply with the criteria established in WAC 392-121-255, WAC 392-121-257 and WAC 392-121-261(2)(a). WAC 392-121-259 for vocational instructors who obtain a bachelor's degree while employed in the State of Washington as a non-degreed vocational instructor as of July 15, 2018. (Bargaining note: District agrees that current practice on application of education experience will be adhered to. District intends to further compare current practice and REA proposed language for consensus)~~

B. Approval of Credits and Clock Hours: Credits and clock hours approved for salary schedule placement for all personnel (current and newly hired staff) shall be approved as follows:

1. Credits and clock hours earned by October 1 shall be considered for advancement on the salary schedule for that calendar contract year. All teachers who have earned credits and clock hours for advancement on the salary schedule shall file an official transcript with the Superintendent by October 30. Transcripts not received on or before October 30 shall not be considered for further salary adjustment for the current school year.
2. All teachers shall verify their salary placement (years of teaching experience and credits and clock hours for salary placement) annually and shall immediately report any discrepancy to the Superintendent. This shall be completed by November 1 each year.
3. Credits and clocks hours recognized by the District for horizontal movement on the salary schedule must contain course content that will meet at least one of the following criteria:
 - a) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report for which the individual is assigned; or
 - b) It pertains to the individual's current assignment or expected assignment for the following school year; or
 - c) It is necessary for obtaining endorsement as prescribed by the Professional Educator Standards Board; or
 - d) It is specifically required for obtaining advanced levels of certification; or
 - e) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff of the school district.
 - f) Addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or
 - g) Pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.
4. Credits which have been determined to qualify for salary schedule placement meet one or more of the criteria above shall continue to be recognized in subsequent contract years.

C. Extra-Curricular Assignments for Duties Outside the Work Day

Those who apply for and are selected to perform ongoing assignments (e.g., class advisor) shall receive a stipend per the Extra-Curricular Assignment. Some of these positions are necessary additional requirements of specific positions for responsibilities outside the regular workday or regular work year. Positions that are not additional requirements for specific positions shall be offered first to the incumbent from the previous year if the District has determined to offer the position to that employee for the following year. If the incumbent declines the position or the position is vacant, it will be posted for 3 days, and the District agrees to fill all positions based on complete consideration of objective factors including but not limited to: education, certification, evaluation results, and professional experience.

REA proposal 9-5-22

All services are scheduled and performed with the approval of the principal. The District shall determine the number of positions it is hiring in any particular year. If the number of students grows to a size which creates management, learning or safety concerns, the employee and principal will confer and, upon

mutual agreement, may hire an assistant position at ~~75%~~ 50% of the stipend below. If the District changes the responsibilities or time associated with any of the positions, the Association will be notified in advance of offering a contract to an employee so that the Association can determine whether it will demand bargaining over the change in responsibility, pay or time. Changes to the position will not be implemented until bargaining is completed. Those who serve on a short-term basis, for example---as a chaperone at a dance or helping with another event, shall be paid at an hourly rate of \$25.00.

RSD respectfully declines and defers to current contract language

(Increased values in grey-bold below)

Elementary

Position	2018-19 2022-2023	2019-20 2023-2024	2020-21 2024-2025
Vocal Concert (per grade level, 1 concert)	\$550 \$655	\$591 \$685	\$621 \$705
Math is Cool	\$550 \$655	\$591 \$685	\$621 \$705
Science Olympiad	\$525 \$589	\$545 \$615	\$558 \$634
Art Club	\$500 \$528	\$500 \$551	\$500 \$568
World Language club	\$500 \$528	\$500 \$551	\$500 \$568
Yearbook	\$750 \$842	\$778 \$880	\$798 \$906
Intermediate			
Position	2018-19 2022-2023	2019-20 2023-2024	2020-21 2024-2025
Instrumental Music	\$1,210 \$1,969	\$1,301 \$2,057	\$1,366 \$2,119
Vocal Music	\$1,210 \$1,772	\$1,301 \$1,852	\$1,366 \$1,908
CISPUS Coordinator	1300+2 days PD \$1,372+2 days PD	1300+2 days PD \$1,434+ 2 days PD	1300+2 days PD \$1,477+2 days PD
CISPUS Teacher	1000+2 days PD	1000+2 days PD	1000+2 days PD

	\$1,055+2 days PD	\$1,102+2 days PD	\$1,135+2 days PD
Math is Cool	\$525 \$589	\$545 \$615	\$558 \$634
Art Club	\$750 \$842	\$778 \$880	\$798 \$906
Science Olympiad	\$525 \$589	\$545 \$615	\$558 \$634
World Language Club	\$500 \$528	\$500 \$551	\$500 \$568
Yearbook	\$750 \$842	\$778 \$880	\$798 \$906
ASB	4 days PD	4 days PD	4 days PD
Middle School			
Position	2018-19 2022-2023	2019-20 2023-2024	2020-21 2024-2025
Instrumental Music	\$1,430 \$2,494	\$1,537 \$2,606	\$1,614 \$2,684
Vocal Music	\$1,045 \$2,232	\$1,123 \$2,333	\$1,180 \$2,403
Jazz Band	\$1,430 \$2,494	\$1,537 \$2,606	\$1,614 \$2,684
Yearbook	\$1,155 \$1,376	\$1,242 \$1,438	\$1,304 \$1,481
Honor Society	\$578 \$649	\$600 \$678	\$615 \$698
Art Club	\$525 \$589	\$545 \$615	\$558 \$634
Robotics Club	\$525 \$589	\$545 \$615	\$558 \$634
World Language club	\$525 \$589	\$545 \$615	\$558 \$634
Math is Cool	\$500 \$528	\$500 \$551	\$500 \$568
Science Olympiad	\$500 \$528	\$500 \$551	\$500 \$568
Book Club	\$525	\$545	\$558

	\$589	\$615	\$634
Assurance Day	\$525 \$589	\$545 \$615	\$558 \$634
ASB	7 days PD	7 days PD	7 days PD
High School			
Position	2018-19 2022-2023	2019-20 2023-2024	2020-21 2024-2025
Band	\$6,600 \$7,860	\$7,095 \$8,213	\$7,450 \$8,460
Jazz Band	\$5,830 \$6,943	\$6,267 \$7,255	\$6,581 \$7,473
Vocal (includes Jazz choir)	\$4,785 \$5,831	\$5,264 \$6,093	\$5,527 \$6,276
Play (per production)* <i>correction made based on 2018 MOU</i>	\$4500 \$5359	\$4858 \$5601	\$5080 \$5769
Music Conductor (per production)	\$2,200 \$2,620	\$2,365 \$2,737	\$2,483 \$2,820
Honor Society	\$998 \$1,119	\$1,035 \$1,170	\$1,061 \$1,205
Freshman Advisor (2)	\$550 \$580	\$550 \$606	\$550 \$625
Sophomore Advisor (2)	\$750 \$791	\$750 \$827	\$750 \$852
Junior Advisor (2)	\$1,100 \$1,161	\$1,100 \$1,213	\$1,100 \$1,249
Senior Advisor (2)	\$1,100 \$1,161	\$1,100 \$1,213	\$1,100 \$1,249
Frosh Mentor	\$998 \$1,119	\$1,035 \$1,170	\$1,061 \$1,205
Culminating Project Coordinator (4)	\$1,600	\$1,660	\$1,702
Art Club	\$525	\$545	\$558

	\$589	\$615	\$634
Robotics Club	\$1,500 \$3,365	\$1,556 \$3,517	\$1,595 \$3,622
World Language	\$500 \$561	\$519 \$587	\$532 \$604
Math is Cool	\$1,000 \$1,121	\$1,038 \$1,172	\$1,063 \$1,207
Science Olympiad	\$1,000 \$1,121	\$1,038 \$1,172	\$1,063 \$1,207
Yearbook Advisor	\$3,960 \$4,826	\$4,356 \$5,043	\$4,574 \$5,194
ASB	5 days PD	5 days PD	5 days PD

*bargaining note correction: "Play for production" values should

Article 4. Section 16. SUBSTITUTE TEACHER PAY

Whenever a substitute teacher works in the same assignment in excess of twenty (20) consecutive days, he/she shall be placed at the appropriate rate on the teacher's salary schedule. Upon completion of this continuous assignment (substituting for the same teacher), the substitute teacher shall revert back to the regular daily rate that has been established by the District and shall remain at that rate until he/she again reaches the twenty-first (21st) day in another continuous assignment.

It is further agreed to by both parties that substitute teachers have no additional rights or privileges under this Agreement, nor are they subject to any representation fees or dues.

Article 4. Section 17. INSURANCE

A. The District shall pay insurance benefits to the limit provided by, and under the guidelines of the Legislature and School Employee Benefit Board. ~~Insurance benefits shall be pooled by bargaining unit. An employee whose spouse is also a District employee eligible for a District insurance contribution, and a member of the bargaining unit, may combine his or her insurance allocation with that of his or her spouse for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums.~~

~~1. Each employee shall have the opportunity of enrolling in the "Flexplus" flexible benefit plan. Insurance options, as determined by the Insurance Committee, available to an eligible employee, his/her family, and/or domestic partner, may include, as governed by statute, medical, group term life, disability, dental and vision plans. The Association shall appoint three (3) representatives to serve on an insurance committee. This committee shall arrange to meet annually with the District to investigate options for basic and/or optional benefit plans available for the year. The Association shall notify the District of its plan choices prior to open enrollment in the fall.~~

- ~~2. Changes in coverage must be in writing and submitted to the District Office on or before the 15th of the month prior to the change.~~
 - ~~3. After September 15th, eligible persons not enrolled when newly eligible will not be enrolled until the next open enrollment. Acceptable changes after the open enrollment period would be:
 - ~~a. Marriage~~
 - ~~b. Birth of a dependent or adoption of a child or children~~
 - ~~c. Change in status of dependent or employee (i.e., 21st birthday, death, divorce)~~
 - ~~d. Carrier or dependent becomes eligible for Medicare~~
 - ~~e. Change of domestic partner status~~~~
 - ~~4. While on a leave of absence from the District, a certificated employee will, at the employee's option, be continued in any fringe benefit program of the District in accordance with COBRA guidelines.~~
 - ~~5. The Medical Reimbursement Plan shall continue on a year to year basis, as determined by the District.~~
 - ~~6. The District will contribute 100 % of the retiree carve out to the insurance pool for the REA each year.~~
 - ~~7. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full family to employee only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 1% of the employee only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling. The 1% shall be calculated based on the established monthly rates for the benefit year it applies to.~~
 - ~~8. The District and Association shall abide by state laws relating to school district employee benefits and this section shall be construed consistent with such laws.~~
- ~~B. An employee who is employed less than full time shall have the option to enroll in above program, provided such employee will be required to pay any cost which is in excess of his/her prorated benefits.~~
- ~~C. The District shall contribute an additional \$13 per month per FTE into the insurance pool to help offset increases in insurance premiums.~~
- ~~D. This section shall be reopened as necessary to comply with legal requirements pertaining to employee benefits, including changes required by the transition to a statewide school employee health care system in January 2020.~~

Article 4. Section 18: ATHLETIC PASS

The District shall make available an "Athletic Pass" to each certificated REA member granting admission at no cost to all District home sponsored league student athletic events.

Each REA member will be responsible for signing up with the District Athletic Director before retaining their pass. (This pass will be the REA member's School District ID with special notarization and REA members will be expected to wear their ID visibly during the event attended.)

The REA member will agree to assist in supervision in the case of emergency situation as directed by the building administrator.

Article 4. Section 19: NATIONAL BOARD CERTIFICATION

Employees who achieve National Board for Professional Teaching Standards certification shall receive the stipend as authorized and funded by the state. The stipend shall be paid through a supplemental contract.

RIDGEFIELD EDUCATION ASSOCIATION

RIDGEFIELD SCHOOL DISTRICT NO. 122

REA President

Superintendent

Years of service	Base-BA+0	Base+TRI	Base-BA+15	Base+TRI	BA+0	Base+TRI	BA+45	Base+TRI	BA+90	Base+TRI	MA+0	Base+TRI	MA+45	Base+TRI	MA+90	Base+TRI
0	\$51,399.49	\$55,665.65	\$52,812.98	\$57,196.45	\$54,265.33	\$58,769.36	\$55,757.63	\$60,385.51	\$57,290.96	\$62,046.11	\$58,866.47	\$63,752.38	\$60,485.29	\$65,505.57	\$62,148.64	\$67,306.98
1	\$52,684.48	\$57,057.29	\$54,133.30	\$58,626.36	\$55,621.97	\$60,238.59	\$57,151.57	\$61,895.15	\$58,723.24	\$63,597.27	\$60,338.13	\$65,346.19	\$61,997.43	\$67,143.21	\$63,702.36	\$68,989.65
2	\$54,001.59	\$58,483.72	\$55,486.63	\$60,092.02	\$57,012.52	\$61,744.55	\$58,580.36	\$63,442.53	\$60,191.32	\$65,187.20	\$61,846.58	\$66,979.85	\$63,547.36	\$68,821.79	\$65,294.91	\$70,714.39
3	\$55,351.63	\$59,945.81	\$56,873.80	\$61,594.32	\$58,437.83	\$63,288.17	\$60,044.87	\$65,028.59	\$61,696.10	\$66,816.88	\$63,392.75	\$68,654.34	\$65,136.05	\$70,542.34	\$66,927.29	\$72,482.25
4	\$56,735.42	\$61,444.46	\$58,295.64	\$63,134.18	\$59,898.77	\$64,870.37	\$61,545.99	\$66,654.31	\$63,238.50	\$68,487.30	\$64,977.56	\$70,370.70	\$66,764.45	\$72,305.90	\$68,600.47	\$74,294.31
5	\$58,153.81	\$62,980.57	\$59,753.03	\$64,712.54	\$61,396.24	\$66,492.13	\$63,084.64	\$68,320.67	\$64,819.47	\$70,199.48	\$66,602.00	\$72,129.97	\$68,433.56	\$74,113.54	\$70,315.48	\$76,151.67
6	\$59,607.65	\$64,555.09	\$61,246.86	\$66,330.35	\$62,931.15	\$68,154.43	\$64,661.76	\$70,028.68	\$66,439.95	\$71,954.47	\$68,267.05	\$73,933.22	\$70,144.40	\$75,966.38	\$72,073.37	\$78,055.46
7	\$61,097.84	\$66,168.96	\$62,778.03	\$67,988.61	\$64,504.43	\$69,858.30	\$66,278.30	\$71,779.40	\$68,100.95	\$73,753.33	\$69,973.73	\$75,781.55	\$71,898.01	\$77,865.54	\$73,875.20	\$80,006.84
8	\$62,625.29	\$67,823.19	\$64,347.48	\$69,688.32	\$66,117.04	\$71,604.75	\$67,935.26	\$73,573.88	\$69,803.48	\$75,597.17	\$71,723.07	\$77,676.09	\$73,695.46	\$79,812.18	\$75,722.08	\$82,007.01
9			\$65,956.17	\$71,430.53	\$67,769.96	\$73,394.87	\$69,633.64	\$75,413.23	\$71,548.56	\$77,487.09	\$73,516.15	\$79,617.99	\$75,537.84	\$81,807.48	\$77,615.13	\$84,057.19
10			\$67,605.07	\$73,216.30	\$69,464.21	\$75,229.74	\$71,374.48	\$77,298.56	\$73,337.28	\$79,424.27	\$75,354.05	\$81,608.44	\$77,426.29	\$83,852.67	\$79,555.51	\$86,158.62
11					\$71,200.82	\$77,110.49	\$73,158.84	\$79,231.03	\$75,170.71	\$81,409.88	\$77,237.90	\$83,648.65	\$79,361.95	\$85,948.99	\$81,544.40	\$88,312.59
12					\$72,980.84	\$79,038.25	\$74,987.81	\$81,211.80	\$77,049.98	\$83,445.13	\$79,168.85	\$85,739.87	\$81,346.00	\$88,097.71	\$83,583.01	\$90,520.40
13							\$76,862.51	\$83,242.10	\$78,976.23	\$85,531.25	\$81,148.07	\$87,883.36	\$83,379.65	\$90,300.16	\$85,672.59	\$92,783.41
14							\$78,784.07	\$85,323.15	\$80,950.63	\$87,669.54	\$83,176.78	\$90,080.45	\$85,464.14	\$92,557.66	\$87,814.40	\$95,103.00
15							\$80,753.67	\$87,456.23	\$82,974.40	\$89,861.27	\$85,256.19	\$92,332.46	\$87,600.74	\$94,871.60	\$90,009.76	\$97,480.57
16									\$85,048.76	\$92,107.81			\$89,790.76	\$97,243.39	\$92,260.00	\$99,917.58
17									\$87,174.98	\$94,410.50			\$92,035.53	\$99,674.48	\$94,566.50	\$102,415.52
18									\$89,354.35	\$96,770.76			\$94,336.42	\$102,166.34	\$96,930.67	\$104,975.91
19									\$91,588.21	\$99,190.03			\$96,694.83	\$104,720.50	\$99,353.93	\$107,600.31
20+									\$93,877.92	\$101,669.78			\$99,112.20	\$107,338.51	\$101,837.78	\$110,290.32

*Effective the school year 2022-2023, the current wage scale will be increased by 5.5% at the base step. TRI will be increased from 6.3% to **8.3%**

Base	TRI
Preparing & Maintaining a classroom conducive to learning (TRI A, 2E)	4 Supplemental days
	3 Professional Learning Days (PLD)
Goal setting, reflecting and gathering evidence when required for performance evaluations (TRI B, 4A, SGGs)	3 Evening activities
	Staff to consult with special education, HiCap, and ELL specialists and parents to meet the needs of students in these programs
Conferencing/communicating with students and parents (TRI C, 4C)	Responsibilities inherent with collaborating with co-teachers and intervention staff, planning, data collection/review, and supervision
Supporting school/student activities (TRI D, 4D)	Opening classroom responsibilities
Providing individual help to students during the work day (TRI E, 3E, 4F)	Closing classroom responsibilities
Researching educational materials and practices (TRI F, 1A, 1D)	
Improving and maintaining professional skills (TRI G, 4E)	
Preparing and revising materials (TRI H, 1D, 1E)	
Planning with other employees in areas of curriculum and instruction (TRI I, 4D, 1E)	
Analyzing student assessment (4A, SGGs)	
Creating and adapting curriculum based on evidence gathered during instruction (1A, 1B, 3E)	
Attending up to two (2) hours of staff meetings/month (4D, 4F)	

**Draft wage scale based on RSD Proposal 9/5/22

Years of service	Base BA+0	Base+TRI	Base BA+15	Base+TRI	BA+0	Base+TRI	BA+45	Base+TRI	BA+90	Base+TRI	MA+0	Base+TRI	MA+45	Base+TRI	MA+90	Base+TRI
0	\$53,712.47	\$58,170.61	\$55,189.56	\$59,770.30	\$56,707.28	\$61,413.98	\$58,266.73	\$63,102.86	\$59,869.06	\$64,838.19	\$61,515.46	\$66,621.24	\$63,207.14	\$68,453.33	\$64,945.33	\$70,335.79
1	\$55,055.28	\$59,624.87	\$56,569.30	\$61,264.55	\$58,124.96	\$62,949.33	\$59,723.39	\$64,680.44	\$61,365.79	\$66,459.15	\$63,053.35	\$68,286.77	\$64,787.31	\$70,164.66	\$66,568.96	\$72,094.19
2	\$56,431.66	\$61,115.49	\$57,983.53	\$62,796.17	\$59,578.08	\$64,523.06	\$61,216.48	\$66,297.45	\$62,899.93	\$68,120.63	\$64,629.68	\$69,993.94	\$66,407.00	\$71,918.78	\$68,233.19	\$73,896.54
3	\$57,842.46	\$62,643.38	\$59,433.12	\$64,366.07	\$61,067.53	\$66,136.14	\$62,746.89	\$67,954.88	\$64,472.43	\$69,823.64	\$66,245.42	\$71,743.79	\$68,067.17	\$73,716.75	\$69,939.02	\$75,743.96
4	\$59,288.52	\$64,209.46	\$60,918.95	\$65,975.22	\$62,594.22	\$67,789.54	\$64,315.56	\$69,653.75	\$66,084.24	\$71,569.23	\$67,901.56	\$73,537.39	\$69,768.85	\$75,559.67	\$71,687.49	\$77,637.56
5	\$60,770.73	\$65,814.70	\$62,441.92	\$67,624.60	\$64,159.08	\$69,484.28	\$65,923.45	\$71,395.10	\$67,736.35	\$73,358.46	\$69,599.10	\$75,375.82	\$71,513.07	\$77,448.66	\$73,479.68	\$79,578.50
6	\$62,290.00	\$67,460.07	\$64,002.97	\$69,315.22	\$65,763.05	\$71,221.39	\$67,571.54	\$73,179.98	\$69,429.76	\$75,192.43	\$71,339.07	\$77,260.22	\$73,300.90	\$79,384.87	\$75,316.67	\$81,567.96
7	\$63,847.25	\$69,146.57	\$65,603.05	\$71,048.10	\$67,407.13	\$73,001.92	\$69,260.83	\$75,009.48	\$71,165.50	\$77,072.24	\$73,122.55	\$79,191.72	\$75,133.42	\$81,369.50	\$77,199.59	\$83,607.16
8	\$65,443.43	\$70,875.23	\$67,243.12	\$72,824.30	\$69,092.31	\$74,826.97	\$70,992.35	\$76,884.71	\$72,944.64	\$78,999.04	\$74,950.61	\$81,171.52	\$77,011.76	\$83,403.73	\$79,129.58	\$85,697.34
9			\$68,924.20	\$74,644.91	\$70,819.62	\$76,697.65	\$72,767.16	\$78,806.83	\$74,768.25	\$80,974.02	\$76,824.38	\$83,200.80	\$78,937.05	\$85,488.83	\$81,107.82	\$87,839.77
10			\$70,647.31	\$76,511.03	\$72,590.11	\$78,615.09	\$74,586.34	\$80,777.00	\$76,637.46	\$82,998.37	\$78,744.99	\$85,280.82	\$80,910.48	\$87,626.05	\$83,135.52	\$90,035.76
11					\$74,404.86	\$80,580.46	\$76,450.99	\$82,796.43	\$78,553.40	\$85,073.33	\$80,713.61	\$87,412.84	\$82,933.24	\$89,816.70	\$85,213.90	\$92,286.66
12					\$76,264.98	\$82,594.98	\$78,362.27	\$84,866.34	\$80,517.23	\$87,200.16	\$82,731.45	\$89,598.17	\$85,006.57	\$92,062.12	\$87,344.25	\$94,593.82
13							\$80,321.33	\$86,988.00	\$82,530.16	\$89,380.17	\$84,799.74	\$91,838.12	\$87,131.73	\$94,363.67	\$89,527.86	\$96,958.67
14							\$82,329.36	\$89,162.70	\$84,593.42	\$91,614.67	\$86,919.73	\$94,134.07	\$89,310.03	\$96,722.76	\$91,766.05	\$99,382.64
15							\$84,387.59	\$91,391.76	\$86,708.25	\$93,905.04	\$89,092.73	\$96,487.42	\$91,542.78	\$99,140.83	\$94,060.20	\$101,867.20
16									\$88,875.96	\$96,252.66			\$93,831.35	\$101,619.35	\$96,411.71	\$104,413.88
17									\$91,097.86	\$98,658.98			\$96,177.13	\$104,159.83	\$98,822.00	\$107,024.23
18									\$93,375.30	\$101,125.45			\$98,581.56	\$106,763.83	\$101,292.55	\$109,699.83
19									\$95,709.69	\$103,653.59			\$101,046.10	\$109,432.92	\$103,824.87	\$112,442.33
20+									\$98,102.43	\$106,244.93			\$103,572.25	\$112,168.75	\$106,420.49	\$115,253.39

*Effective the school year 2023-2024, the current wage scale will be increased by 4.5% (or IPD - whichever is higher) at the base step.

Base	TRI
Preparing & Maintaining a classroom conducive to learning (TRI A, 2E)	4 Supplemental days 3 Professional Learning Days (PLD)
Goal setting, reflecting and gathering evidence when required for performance evaluations (TRI B, 4A, SGGs)	3 Evening activities
Conferencing/communicating with students and parents (TRI C, 4C)	Staff to consult with special education, HiCap, and ELL specialists and parents to meet the needs of students in these programs Responsibilities inherent with collaborating with co-teachers and intervention staff, planning, data collection/review, and supervision
Supporting school/student activities (TRI D, 4D)	Opening classroom responsibilities
Providing individual help to students during the work day (TRI E, 3E, 4F)	Closing classroom responsibilities
Researching educational materials and practices (TRI F, 1A, 1D)	
Improving and maintaining professional skills (TRI G, 4E)	
Preparing and revising materials (TRI H, 1D, 1E)	
Planning with other employees in areas of curriculum and instruction (TRI I, 4D, 1E)	
Analyzing student assessment (4A, SGGs)	
Creating and adapting curriculum based on evidence gathered during instruction (1A, 1B, 3E)	
Attending up to two (2) hours of staff meetings/month (4D, 4F)	

**Draft wage scale based on RSD Proposal 9/5/22

Years of service	Base-BA+0	Base+TRI	Base-BA+15	Base+TRI	BA+0	Base+TRI	BA+45	Base+TRI	BA+90	Base+TRI	MA+0	Base+TRI	MA+45	Base+TRI	MA+90	Base+TRI
0	\$55,323.84	\$59,915.72	\$56,845.25	\$61,563.40	\$58,408.49	\$63,256.39	\$60,014.72	\$64,995.95	\$61,665.13	\$66,783.33	\$63,360.92	\$68,619.88	\$65,103.34	\$70,506.92	\$66,893.69	\$72,445.86
1	\$56,706.94	\$61,413.61	\$58,266.38	\$63,102.49	\$59,868.70	\$64,837.80	\$61,515.09	\$66,620.84	\$63,206.76	\$68,452.92	\$64,944.94	\$70,335.37	\$66,730.93	\$72,269.60	\$68,566.03	\$74,257.01
2	\$58,124.61	\$62,948.95	\$59,723.04	\$64,680.05	\$61,365.42	\$66,458.75	\$63,052.97	\$68,286.37	\$64,786.93	\$70,164.24	\$66,568.57	\$72,093.76	\$68,399.20	\$74,076.34	\$70,280.18	\$76,113.43
3	\$59,577.72	\$64,522.68	\$61,216.11	\$66,297.05	\$62,899.56	\$68,120.22	\$64,629.29	\$69,993.52	\$66,406.60	\$71,918.35	\$68,232.78	\$73,896.10	\$70,109.18	\$75,928.24	\$72,037.18	\$78,016.27
4	\$61,067.17	\$66,135.74	\$62,746.51	\$67,954.48	\$64,472.04	\$69,823.22	\$66,245.03	\$71,743.36	\$68,066.76	\$73,716.30	\$69,938.60	\$75,743.50	\$71,861.91	\$77,826.45	\$73,838.11	\$79,966.68
5	\$62,593.85	\$67,789.14	\$64,315.18	\$69,653.34	\$66,083.85	\$71,568.80	\$67,901.15	\$73,536.95	\$69,768.43	\$75,559.21	\$71,687.06	\$77,637.09	\$73,658.46	\$79,772.11	\$75,684.07	\$81,965.84
6	\$64,158.69	\$69,483.86	\$65,923.06	\$71,394.67	\$67,735.94	\$73,358.02	\$69,598.68	\$75,375.37	\$71,512.64	\$77,448.19	\$73,479.24	\$79,578.02	\$75,499.92	\$81,766.41	\$77,576.17	\$84,014.99
7	\$65,762.66	\$71,220.96	\$67,571.13	\$73,179.54	\$69,429.34	\$75,191.97	\$71,338.65	\$77,259.75	\$73,300.46	\$79,384.40	\$75,316.22	\$81,567.47	\$77,387.42	\$83,810.57	\$79,515.57	\$86,115.36
8	\$67,406.73	\$73,001.49	\$69,260.41	\$75,009.03	\$71,165.07	\$77,071.77	\$73,122.11	\$79,191.25	\$75,132.97	\$81,369.01	\$77,199.13	\$83,606.66	\$79,322.10	\$85,905.84	\$81,503.46	\$88,268.25
9			\$70,991.92	\$76,884.25	\$72,944.20	\$78,998.57	\$74,950.17	\$81,171.03	\$77,011.30	\$83,403.23	\$79,129.11	\$85,696.82	\$81,305.16	\$88,053.48	\$83,541.05	\$90,474.95
10			\$72,766.72	\$78,806.36	\$74,767.81	\$80,973.53	\$76,823.92	\$83,200.31	\$78,936.58	\$85,488.31	\$81,107.33	\$87,839.24	\$83,337.79	\$90,254.82	\$85,629.57	\$92,736.83
11					\$76,637.00	\$82,997.87	\$78,744.52	\$85,280.31	\$80,909.99	\$87,625.52	\$83,135.02	\$90,035.22	\$85,421.23	\$92,511.19	\$87,770.31	\$95,055.25
12					\$78,552.93	\$85,072.82	\$80,713.13	\$87,412.32	\$82,932.74	\$89,816.16	\$85,213.39	\$92,286.10	\$87,556.76	\$94,823.97	\$89,964.57	\$97,431.63
13							\$82,730.96	\$89,597.63	\$85,006.06	\$92,061.56	\$87,343.73	\$94,593.26	\$89,745.68	\$97,194.57	\$92,213.69	\$99,867.42
14							\$84,799.23	\$91,837.57	\$87,131.21	\$94,363.10	\$89,527.32	\$96,958.09	\$91,989.32	\$99,624.44	\$94,519.03	\$102,364.11
15							\$86,919.21	\$94,133.51	\$89,309.49	\$96,722.18	\$91,765.50	\$99,382.04	\$94,289.05	\$102,115.05	\$96,882.00	\$104,923.21
16									\$91,542.23	\$99,140.23			\$96,646.28	\$104,667.92	\$99,304.05	\$107,546.29
17									\$93,830.79	\$101,618.74			\$99,062.44	\$107,284.62	\$101,786.65	\$110,234.95
18									\$96,176.55	\$104,159.21			\$101,539.00	\$109,966.74	\$104,331.32	\$112,990.82
19									\$98,580.97	\$106,763.19			\$104,077.47	\$112,715.90	\$106,939.60	\$115,815.59
20+									\$101,045.49	\$109,432.27			\$106,679.41	\$115,533.80	\$109,613.09	\$118,710.98

*Effective the school year 2024-2025, the current wage scale will be increased by 3.0% (or IPD - whichever is higher) at the base step.

Base	TRI
Preparing & Maintaining a classroom conducive to learning (TRI A, 2E)	4 Supplemental days
Goal setting, reflecting and gathering evidence when required for performance evaluations (TRI B, 4A, SGGs)	3 Professional Learning Days (PLD)
Conferencing/communicating with students and parents (TRI C, 4C)	3 Evening activities
Supporting school/student activities (TRI D, 4D)	Staff to consult with special education, HiCap, and ELL specialists and parents to meet the needs of students in these programs
Providing individual help to students during the work day (TRI E, 3E, 4F)	Responsibilities inherent with collaborating with co-teachers and intervention staff, planning, data collection/review, and supervision
Researching educational materials and practices (TRI F, 1A, 1D)	Opening classroom responsibilities
Improving and maintaining professional skills (TRI G, 4E)	Closing classroom responsibilities
Preparing and revising materials (TRI H, 1D, 1E)	
Planning with other employees in areas of curriculum and instruction (TRI I, 4D, 1E)	
Analyzing student assessment (4A, SGGs)	
Creating and adapting curriculum based on evidence gathered during instruction (1A, 1B, 3E)	
Attending up to two (2) hours of staff meetings/month (4D, 4F)	

**Draft wage scale based on RSD Proposal 9/5/22

RSD Proposal 9/7/2022		
22/23 MA 90 w/ TRI		
La Center	\$100,208	
Battle Ground	\$103,493	
Woodland	\$105,179	
Hockinson	\$105,310	
Washougal	\$105,759	
Vancouver	\$109,827	
Ridgefield	\$110,290	
Camas	\$111,711	
Evergreen	\$112,301	

