COLLECTIVE BARGAINING AGREEMENT between THE BOARD OF DIRECTORS of RIDGEFIELD SCHOOL DISTRICT and RIDGEFIELD EDUCATION ASSOCIATION (REA)

EFFECTIVE DATE

September 1, 2025 to August 31, 2028

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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

(Local of Washington Education Association and National 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 designated 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 discernible 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.

Day: Day shall mean any business day that the District office is open for business.

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 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. <u>RECOGNITION AND COVERAGE</u>

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 their 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 denoting number shall include both the singular and the plural.

Article 1. Section 8. DURATION OF AGREEMENT and SUCCESSOR BARGAINING

A. Term:

This Agreement shall be effective upon ratification and be in effect through August 31, 2028.

Consistent with the provisions of RCW 28A.400.205, and applicable appropriations of the Washington State Omnibus Appropriations Act (state budget), compensation (e.g., IPD) and insurance benefits (SEBB) shall be adjusted per funding guidelines by the legislature, Article 4, Section 15 (Salary) of this agreement, and applicable state K-12 funding and state funded inflationary factors.

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 copies provided to the Association for distribution to the membership.

Article 1. Section 9. DISTRIBUTION OF AGREEMENT

The District and the Association will make this Agreement available on their respective websites to all employees and administrators. The District will print twenty-five (25) copies for 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

The Association shall have the exclusive right of automatic payroll deduction of membership dues for employees in the bargaining unit. The District shall provide for such deductions through automatic payroll authorization. No later than September 10th of each contract year, 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. 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 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. <u>Membership Deductions</u>:

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. 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

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 remittance details (paystubs). Reimbursement checks will be through direct deposit.

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, home email address if on file, and personal phone number within five (5) business days of hiring approval by the Board of Directors.

Article 3. Section 2. EMPLOYEE RIGHTS

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.

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. Should the supervisor have concerns about a classroom practice, they will provide specific guidance to clarify the necessary adjustments that shall be made for the specific class and situation.

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 the employee's 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 the employee to be derogatory to the employee's conduct, service, character or personality. The written response shall be made part of the employee's district personnel file. Employees shall have the right to review all materials in the personnel file during working hours. The employee's supervisor, or designee, may be present when the employee reviews the materials. The employee also has the right to have anyone of the employee's choosing present during the review. An employee may have a copy of any document included in the personnel file at the employee's 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 the employee chooses.

There shall be only one official personnel file on each employee, which shall be maintained at Central Services, Employee Services Department. However, each administrator may, at the administrator's discretion, maintain a day-to-day working file on each employee under the administrator's 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; the District is required to maintain the record in accordance with the Public Records Retention Schedule.

Article 3. Section 4. <u>ASSIGNMENTS</u>

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, the teacher shall receive up to one full day per diem on an hourly basis.
- D. If a teacher initiates a request to change rooms or 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 the Superintendent 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.

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 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.

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. Administrators may limit interview teams to three (3) 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 according to the objective consensus of the interview committee. The District School Board has final authority on hiring decisions.

Factors for evaluation include but are 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.

Any applicant within the District who is interviewed and not selected for the position shall receive written notification of the applicant's 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 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 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 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 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 reassignment.

Article 3. Section 6. OPENING OF NEW SCHOOL

In the event of the opening of a new District school building, the staffing of the new school and associated reductions in staff at other school buildings would follow the language in Article III, section 5, Vacancies and Transfers, C. Involuntary Transfer Procedures, as follows:

- A. The District will first ask for volunteers to be transferred into the new building.
- B. If more staff volunteer for a specific grade level than positions available, positions will be offered based on seniority in Washington State, per RCW 28A.400.300, by category, in the following order:
 - 1. Staff currently teaching the specified grade level and/or content area (e.g. 4th grade teacher transferring to 4th grade position in new building)
 - 2. Staff currently teaching a different grade level and/or content area, within the same grade band as the new school (e.g. 3rd grade teacher transferring to 4th grade position in new building)
 - 3. Staff currently teaching the same content area at a different grade band as the new school (e.g. Middle school music teacher transferring to music teacher position at a new Elementary school)
 - 4. Staff currently teaching a different content area at a different grade band as the new school (e.g. middle school math teacher transferring to 4th grade position in new building)
- C. If fewer staff volunteer for a specific grade level or content position needing to be filled, the District will involuntarily transfer the employee with the least in-District seniority, by category, in the following order:
 - 1. Staff teaching the needed grade level and/or content area
 - 2. Staff teaching another grade level and/or content area, as defined in Article 3, Section 17, Reduction and Recall.

Staff in an existing position shall be deemed qualified for the purpose of exercising their rights for transfer to the same position, by grade level and/or content area, in a new/different building. No requirement for an additional certification and/or endorsement shall be mandated.

Staff transferred to a new school building, including both voluntary and involuntary transfers shall receive the compensation under Article 3, Section 4. Assignments (re: moving classrooms) and under Article 3, Section 5. Vacancies and Transfers (re: Elementary grade level changes). Supply orders under this section may be placed with the building secretary, or in the case of reimbursement, receipts will be required.

Staff members invited to attend team building/start up meetings outside of contract time shall be compensated at the per diem rate for the time spent in attendance (Article III, Section 8.a, paragraph 1), except as otherwise provided for in this agreement.

In the event that the grade configurations by school level are changed (e.g. 5th grade moves from Intermediate 5th-6th model to Elementary Kindergarten-5th grade model) or upon the opening of a new school, a committee including certificated staff representatives, building administrators, and REA and RSD leadership, will meet in an effort to reach consensus regarding the grade level/school model to be adopted, e.g. daily schedule, planning periods, electives, etc. To the maximum extent possible, the District shall adopt the recommendation of the committee(s).

Article 3. Section 7. 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 the 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.

During August in-service days each year, the staff and administrators at each site will review their building discipline plan and current teacher and student rights handbooks to include procedures to be followed in the case of verbal or physical assault on employees while at work 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, upon request to the building administrator. 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(s) 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. In the case of extreme student behavior which results in damage to District-issued property, including curriculum materials and furniture, the District shall replace or repair the damaged items. Additional paid time outside the contract day may be authorized for classroom clean-up following a room clear at Principal discretion.

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

The written discipline procedure will be placed on the District website for employee use.

Article 3. Section 8. 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 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 9. EMPLOYEE WORK YEAR

- A. <u>Work Year.</u> 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 C 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. <u>State Professional Learning Days.</u> The District shall offer three (3) designated state professional learning days scheduled prior to the start of the school year. These days are contingent upon state funding for professional learning days. Employees must attend and sign in as directed. Employees must attend or have a valid reason to utilize sick leave.
- C. <u>Compensation TRI Contracts</u>. Effective September 1, 2025, the District will provide a Time Responsibility and Incentive (TRI) stipend supplemental contract to each employee equal to 8.3%. The TRI stipend is contingent upon passage of the Enrichment Levy. Each employee shall sign a supplemental contract for the TRI stipend, Exhibit 6, no later than three (3) school days after the first school day of the school year and must sign the TRI Verification Form, Exhibit 6a, no later than three (3) school days after the last school day of the school year. If an employee does not complete and verify any or all of the below-listed TRI requirements, the proportionate share of the TRI stipend will be deducted from the final paycheck of the contract year.
- D. The TRI stipend recognizes that each employee assumes the following additional time and/or responsibilities:
 - 1. Three (3) evening activities, not to exceed three (3) hours per event and 7.5 hours total. The evening dates should be published by September 15th so that teachers can decide which three (3) evening dates they will attend.
 - Time to consult with Special Education, Hi-Cap, Multilingual Specialists/Interventionists, Social-Emotional staff, Health and Wellness staff, and families outside the contract day to meet the needs of students in these programs.
 - 3. Attendance at Individualized Education Plan Team meetings and 504 Health Accommodation team meetings outside the contract day for any student assigned to the teacher for general and/or special education.
 - 4. Opening and closing classroom responsibilities.
 - 5. The District shall provide seven (7) additional district-directed workdays per annual school year, scheduled and planned at the district/building level, three (3) days of which are contingent State funded Professional Learning Days. The additional district-directed workdays shall be scheduled in half-days (3.75 hours) or full days (7.5 hours). Employees must sign in as directed. Employees must attend or have a valid reason to utilize sick leave.

- Time will be provided for the completion of annual required Vector/SafeSchools training during August in-service days.
- 6. Beginning in the 2026-2027 school year the District shall schedule one (1) day on the days between semesters and trimesters so that teachers, if they so choose, may focus on grading and preparation for the new school term. During the 2025-2026 school year, 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.
- 7. Compensation will be paid in twelve (12) equal monthly installments beginning with the September payroll.

E. Additional Work Days.

- 1. <u>Kindergarten Teachers.</u> Kindergarten teachers will be paid three (3) days per diem for time spent administering the WA Kids assessments and conferences, scheduled the three (3) business days immediately preceding the first August in-service day.
- 2. Counselors. 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). 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. With preapproval from their assigned building administrator, each school counselor may work up to two (2) additional days beyond the amounts listed above. Supplemental contracts and scheduled days are contingent upon the Enrichment Levy.
- 3. <u>Librarians</u>. Librarians will be compensated for a total of three (3) days, one (1) day per diem for any curriculum materials that need to be distributed / collected prior to the beginning of school, one (1) day for any curriculum materials that need to be distributed/collected at the end of the school year, and one (1) day to be used by the employee with supervisory approval.
- 4. Instructional Coaches and Interventionists (e.g. Multilingual, Title, LAP). The District shall provide a supplemental contract of three (3) days per diem to all full-time instructional coaches and interventionists. The days are to be utilized for facilitation of professional development, family engagement activities, or planning meetings with administration beyond the contract day. These days may be a series of dates, e.g. five (5) after school training sessions at 1.5 hours each = 1 additional day. Instructional coaches shall be assigned an annual district or building project, and may also utilize a flexible work day to accommodate additional hours outside of the regular schedule, e.g. late start to accommodate after school professional development. An instructional coach or interventionist 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. Supplemental contracts are contingent upon the Enrichment Levy.

Article 3. Section 10. SCHOOL CALENDAR and HOLIDAYS

A. Breaks:

- 1. A winter break of a minimum of ten (10) weekdays and including three (3) weekends.
- 2. A spring break of five (5) consecutive weekdays.
- 3. The Wednesday before Thanksgiving may be a non-contract day.

B. Holidays: All holidays as provided in this Agreement.

- 1. Labor Day
- 2. Veterans Day
- 3. Thanksgiving Day
- 4. Native American Heritage Day
- 5. Christmas Eve Day
- 6. Christmas Day
- 7. New Year's Eve Day
- 8. New Year's Day
- 9. Martin Luther King Jr.'s Birthday
- 10. President's Day
- 11. Memorial Day
- 12. Independence Day
- 13. Juneteenth

C. New Holidays:

In the event that a new State or federal holiday is mandated pursuant to RCW 1.16.050(1), the District and Association will meet and initiate bargaining regarding the impacts of the holiday.

D. High School Finals Schedule:

For 9-12 classroom teachers, the District shall schedule two (2) days student early release at the end of each semester (a maximum of three (3) total hours) in order to facilitate finals.

Article 3. Section 11. WORK DAY

The employee work day shall begin no more than thirty (30) minutes before the beginning of the regular student day and shall end no more than thirty (30) minutes after the end of the regular student day. The employee work day shall not be extended beyond seven hours thirty minutes (7 hrs. 30 min.), except for the following:

- A. 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.
- B. 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. Any one activity may not exceed three (3) hours.
- C. Each building shall hold no more than two (2) regular staff meetings per month, not to exceed one (1) hour per meeting. In the months of December and June, only one (1) staff meeting shall be scheduled. Staff meetings may be scheduled before or after school, outside the contract day, or may include part of staff WAC time.

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.

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 duty-free lunch period of not less than thirty (30) continuous minutes shall be provided during mid-day. An employee shall be permitted to leave the building during the employee's 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.

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

Certificated educators under normal circumstances will not be assigned to supervise students outside 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. <u>Delayed Opening:</u> 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. <u>Early Dismissal</u>: In the event that the District Administration decides to dismiss early, employees shall be dismissed thirty (30) minutes after students are dismissed.
- 3. <u>Compensation and Benefits:</u> 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. <u>Elementary Recess</u>:

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 at the elementary level. All relief periods shall remain duty free with the understanding that elementary specialists shall have a weekly equivalent amount of duty-free relief period as an elementary classroom teacher.

C. <u>Lactation Needs:</u>

The employee shall coordinate with their supervisor to provide a plan to satisfy lactation and work needs, including scheduling breaks that provide time for expression of breast milk, up to the infant's second birthday; a convenient, sanitary, safe, and private location, other than a restroom; and a refrigerator in the workplace for the mother's breast milk, per RCW 43.70.640.

D. End of Day Coverage:

To reduce the need for a half-day substitute and requirement to utilize sick leave, a certificated employee will be able to leave the job during after school WAC time to attend scheduled appointments. A certificated employee shall notify the principal or supervisor in advance.

Article 3. Section 12. 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.

When there are unfilled sub positions, staff may choose to volunteer to cover during their prep; the employee covering during their prep shall be compensated at per diem to the nearest half-hour. When no certificated staff member volunteers to provide substitute coverage, the building shall follow a rotation schedule to include teachers, specialists, librarians, coaches, counselors, and building administrators. At all times, at least one (1) counselor and one (1) administrator shall remain in their normal assignment. Employees will not be assigned to cover if scheduled for a TPEP meeting. If an administrator asks an employee to perform duties not involving substitute coverage during the employee's prep, missing planning time shall be at the complete discretion of the teacher.

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.

B. <u>Elementary School</u>

- Under normal circumstances, all certificated employees in the elementary schools shall be entitled to 210 minutes of planning time per each student week exclusive of recess time. "Normal circumstances" are days and weeks when the regular daily schedule is not affected. The District will make every reasonable effort to provide substitute personnel for curriculum specialist staff members.
- 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.
- 4. The final day of the school year shall be an early release for elementary school.

C. Middle and High School

Present full time certificated employees in the middle and high school shall be entitled to at least one (1) planning period per day equivalent in time to one teaching period.

The January in-service will be scheduled for a one-half day, to allow time for semester grading should teachers choose to do so; semester 1 grades at the middle school level shall not be due until after the January in-service date.

The final day of the school year shall be an early release for the middle school and high school.

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. As members of the District Professional Learning Community, all Professional Learning Teams (PLTs) will implement the PLC model. PLT documents shall be accessible to administrators and staff, and housed on the district-identified shared drive.

Article 3. Section 13. CO-TEACHING

Each certificated co-teacher pair, consisting of one (1) general education teacher and one (1) special education teacher, shall meet together to prepare for their co-taught class(es) each semester. The identified eEmployees may submit timesheets for compensation for the requisite time. This time may be reported in one (1) hour increments, up to a maximum of four (4) hours per teacher for each co-taught class or course. For example, a co-teaching pair who teaches two periods of co-taught Algebra could submit up to four (4) hours of extra pay, each semester, for additional co-teaching planning.

Article 3. Section 14. CONFERENCING

- A. For Elementary 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 Intermediate / Middle School classroom teachers, the District shall schedule 2 days of student early release (6 total hours) in order to facilitate parent conferences. For the 25-26 school year, the school calendar shall be revised in accordance with this section.
- C. On designated conference days, teachers have autonomy to schedule conferences within the District developed schedule, which shall direct coordination of additional other staff for individual students/families as needed, including but not limited to: Special Education staff, counselors, administrators, and interpreters. Every student's parents/guardians shall be scheduled for an annual conference.
- D. Teachers are expected to use designated conference early-release time for scheduled parent/guardian conferences. They may use time outside the work day at the request of specific parents/guardians, 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. Staff shall remain at their designated work site during the regular work day, however, upon completion of all conferences the teacher will not need to remain at the work site.
- E. Outside of scheduled conference days, teachers may schedule parent/guardian conferences as needed to support the best interests of individual students.

Article 3. Section 15. 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 workload among the teachers of a school as early in the year as possible and throughout the year as necessary.

B. Prior to student entry when a new student is going to be placed, class size of that specific grade level needs to be taken into account. The student should be given to the teacher with a lower class size while making every effort to evenly distribute multilingual students and students with special needs equitably across grade level and class sections.

General Education - Class Size (subject to State funding)

Grade Level	Class Size	WRA
К	20	32
1	21	
2	22	40
3	22	48
4	4 26 5-6 28 7-8 *28 per period	
5-6		
7-8		
9-12	*30 per period	150

^{*}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.

Special Education - Class Size

1 teacher per students	Preschool (PreK, ELC)	Elementary (K-4 or K-5)	Middle School (5-8 or 6-8)	High School (9-12)
Resource Room	15 per session (15 AM, 15 PM)	24	26	27
Intensive Needs*		12	12	12

^{*}Staff Support Time: For every 6 students assigned to an Intensive Needs (self-contained) classroom, there shall be one (1) 6.75 hour SPED para assigned for special education program support (1-6 students = 1 para; 7-12 students = 2 paras; 13-18 students = 3 paras; 19-24 students = 4 paras). Paraeducators assigned to a single student (1:1) shall not be counted in this ratio. Each resource room at the elementary level will have a minimum of one 6.5 hour paraeducator.

CTE teachers that request additional support may be assigned a paraeducator.

Special Education provides a continuum of services for students who need specially designed instruction SDI). SDI is designed by a special education teacher, and may be delivered by a variety of school staff, including the special education teacher, general education teacher, paraeducators, or other staff.

Students with more intensive needs (e.g. medically fragile, high cognitive or behavioral support needs) are typically served in a structured special education classroom. Students with less intensive needs are typically served in a co-taught model, an inclusive general education classroom, resource room, or some combination thereof, based on the individual needs of the student and their Individualized Education Plan (IEP).

Special Education Support Staff - Caseload Size

Staff Type	Preschool (PreK, ELC)	Elementary (K-4 or K-5)	Middle School (5-8 or 6-8)	High School (9-12)
School Psychologist (*Paid at \$120 per OL eval)	1 Assigned (ELC) + # Evals: 55	1 Assigned per Elem + # Evals: 60	1 Assigned (MS) + # Evals: 60	1 Assigned (RHS & WRA) + # Evals: 60
Speech Language Pathologist	1 per 45 students	1 per 45 students	1 per 48 students	1 per 48 students
Occupational Therapist	1 per 2,700 students			
Physical Therapist	1 per 5,250 students			
Counselor	N/A	1 per 475 students	1 per 425 students	1 per 375 students

C. Classroom Overload Relief

- 1. Teachers who experience overloads, will be compensated 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. Elementary general education, PreK-12 special education teachers and PreK-12 Speech Language Pathologists, will be provided a stipend of \$7 per day, per student above the applicable: class size or case load as listed above. At three (3) students or more above the applicable class size/caseload/class limit the employee will be provided a stipend of \$14 per day for those students.
- 3. Elementary specialists who teach overloaded classes shall be paid a corresponding (prorated) percentage of the pay outlined above.
- 4. Any elementary specialist teaching more than forty-six (46) half hours sections (or equivalent) shall be compensated with additional pro-rated FTE.
- 5. Middle, and High School general education teachers will be provided a stipend of \$2.50 for each student above the applicable class size per day.
- 6. No overload shall be paid for intervention blocks, e.g. WIN, Spud Time, etc., as these groups are intended to be flexible in nature. No teacher will be assigned an intervention group larger than 75% of a class cap for that grade level. However, enrichment blocks may include up to 125% students over the class cap.
- 7. Relief payments are paid through the regular monthly payroll process.
- D. Occupational therapists, Physical therapists, and Counselors who experience overloads, will be paid as follows: Employees will receive \$120 per month for each group of twenty-five (25) students that exceed the caseload, beginning with the first student over the caseload size cap.
- E. School psychologists who experience overloads will be paid as follows: \$120.00 per evaluation beginning with the first student over the evaluation cap.

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.

Article 3. Section 16. CERTIFICATED 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.
- 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 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;
 - b. 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 their performance; and
 - c. To assist classroom teachers who have identified areas needing improvement in making those improvements.
- 3. The parties agree that the evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110:
 - a. An evaluation system must be meaningful, helpful, and objective;
 - b. An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;
 - c. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
 - d. 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.
- 4. 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.
- 5. 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.
- 6. 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.

B. Responsibility for Evaluation

1. 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 the evaluation, and, in that case, the District may decide to accept as sole evaluator the one chosen by the employee. 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. 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.
- 3. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process.
- 4. 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.
- 5. The District shall ensure any administrator, principal, or other supervisory personnel evaluating a teacher shall have received training in evaluation procedures as required by OSPI. The District shall also provide annual refresher and interrater reliability training.

C. Required Evaluations

- 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.
- 2. All employees, including provisional employees, shall be evaluated annually, and such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.
- 3. If an employee resigns during the school year, a final evaluation shall be completed within 30 days after the resignation date. 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.
- 4. If the supervisor contemplates recommending that a non-provisional employee be placed on probation, an evaluation shall be made on or before January 15.

D. General Observation Procedures

- General: All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching learning process. All aspects of evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the employee.
- 2. <u>Notification</u>: By September 15th, 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. <u>Self-Assessment (Step #1)</u>: Prior to the Pre-Observation Conference, the employee will complete a Self-Assessment form. An employee may complete their 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 their administrator will collaboratively agree on the goals and plan.

- 4. Goal Setting and Planning Conference (Step #2): 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. The employee and evaluator shall meet prior to October 31 in a goal setting conference. The purpose is to:
 - a. provide an opportunity for employee self-assessment;
 - b. identify personal professional goal areas for the employee's evaluation including evidence to be gathered or considered;
 - c. identify student growth goals and measures.

5. 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 their 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 their 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.
- 6. <u>Mid-Year Review</u>: 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.
- 7. 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.
 - a. Observations noted by the administrator will occur during the course of the employee's normally assigned duties and responsibilities.

8. Formal Observations:

- a. A formal observation is a documented observation that has been prescheduled.
- b. 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.

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 negotiated form and provide documented feedback to the employee within ten (10) working days of the conference.

d. 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.
- e. Every employee will have a minimum of two (2) formal observation cycles.

9. 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.

10. 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. For certificated teachers, a student growth rating, and an overall summative performance rating shall also be included; comprehensive summative evaluation performance scores shall be determined in accordance with the scoring and rating described in Appendix 1.
- 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)/evaluation forms 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.
- g. Only the final summative evaluation document, along with any comments submitted by the employee, shall be kept in the personnel files.
- h. 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.
- i. An employee shall have the right to have a representative of their choice present during an evaluation conference.

11. Evaluation Results:

- a. Evaluation results shall be used:
 - i. To acknowledge, recognize, and encourage excellence in professional performance
 - ii. To document the level of performance by a teacher of their assigned duties
 - iii. To identify specific areas in which the employee may need improvement according to the criteria included on the evaluation instrument
 - iv. To document performance by a teacher deemed unsatisfactory based on District evaluation criteria
 - v. As one of the multiple factors in Employee Services and personnel decisions, only as defined elsewhere in this Agreement.
- b. Evaluation results shall not be:
 - i. Shared or published with any identifying information, except as required by law
 - ii. Shared or published without notification to the individual and Association, unless otherwise requested by the individual
 - iii. Used to solely determine assignment, placement, or job status of a teacher except as defined elsewhere in this agreement
 - iv. Used to determine any type of base or additional compensation
- c. The evaluation ratings of classroom teachers shall not be based on comparison to the evaluation ratings of other teachers in the District.

E. Certificated Evaluations - Teachers

1. Definitions:

- a. All employees who meet the definition of "certificated classroom teacher" under WAC 392-191A-030 shall be evaluated in accordance with the criteria set forth in E2SSB 6696 (2010), ESSB 5895 (2011), 2ESHB 1139 (2019), RCW 28A.405.100, WAC 392-191A, or as updated by state law. 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.This shall include all certificated staff who:
 - i. Plan or modify instruction;
 - ii. Instruct students, regardless of group size; and,
 - iii. Monitor student progress.
- This includes all teachers who provide academically-focused instruction to students, e.g. classroom teachers, special education teachers in all settings, and teacher interventionists.
- c. This does not include instructional coaches, counselors, psychologists, occupational therapists, physical therapists, or social workers.
- 2. "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.
- 3. "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.
- 4. 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.

5. Criteria:

- a. Teachers shall be evaluated on the 8 state criteria, as defined in RCW 28A.405.100 and WAC 392-191A.
- b. The 2022 updated Danielson Framework for Teaching rubrics define levels of performance for components assigned to each of the 8 state criteria.
- c. The Revised Student Growth Goals as published by OSPI are required for use in all teachers' evaluations.
 - i. Student Growth Goals consist of 5 components embedded across criteria three, six, and eight.
 - ii. Student growth is defined as "change in student achievement between two points in time" RCW 28A.405.100.
 - iii. "More than one measure of student growth data must be used in scoring the student growth rubrics." WAC 392-191A-080. Measures can include but are not limited to:
 - 1. Classroom-based tools
 - 2. School-based tools
 - 3. District-based tools

- 4. State-based tools
- d. Final scores shall be in alignment to the Danielson Scoring Diagrams

F. Comprehensive Evaluation

- 1. A comprehensive evaluation assesses all eight evaluation criteria and each criterion contribute to the comprehensive evaluation performance rating. RCW 28A.405.100(12)(a)
- 2. A Comprehensive evaluation is required:
 - a. When a teacher is on provisional status as defined by RCW 28A.405.220.
 - b. When a teacher received a comprehensive performance rating of level 1 or level 2 in the previous school year.
 - c. Classroom teachers who are on probation
 - d. A minimum of once every six years.
- 3. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period. RCW 28A.405.100
- 4. Scoring:
 - a. TPEP scoring is holistic looking at all evidence, over time. It is important to NOT make judgments based on one visit or one conversation or one piece of evidence. There is no state expectation that each observation or artifact be scored. It is the collection of evidence that provides information for scoring, not any one item or event.
 - b. In a standards-based system, if a student or a teacher or a principal could not do something in the fall, but demonstrates that skill in winter and spring, the fall "score" is not relevant. Looking at the preponderance of evidence reveals its scope and depth, as well as growth over time.
 - c. A Comprehensive evaluation has two scoring steps which are calculated simultaneously in eVAL:
 - i. Criterion scores are summed equally to create a summative score. Framework rubric scores and student growth rubric scores are included in the calculation. The state's scoring matrix assigns a corresponding label (Unsatisfactory to Distinguished or 1-4).
 - ii. The Student Growth Impact Rating is calculated as the sum of the five (5) student growth rubrics from criteria 3, 6, and 8. The Distinguished label would be reduced to Proficient if a low Student Growth Impact Rating exists.
 - 1. A Student Growth Inquiry is triggered by a low Student Growth Impact Rating.

G. 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 focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional and student growth activities specifically linked to the selected criterion RCW 28A.405.100(12)(c)(i)). On a focused evaluation, the selected criterion must be approved by the evaluator per WAC 392-191A-120, 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. The score from the Comprehensive evaluation is carried through the Focused evaluation period for teachers and principals who have completed the Comprehensive evaluation have received a Level 3 (proficient) or Level 4 (distinguished) and have been moved to the Focused evaluation.
- 5. This process is intended to support teachers and principals in addressing areas of challenge during the Focused evaluation process.
- 6. Certificated Teacher Forms:

See Appendix 2 for Certificated Teacher evaluation forms:

- a. 2022 Danielson Framework for Teaching Rubrics
- b. Rubrics by Washington State 8 Criteria with critical attributes
- c. Student growth goal rubrics
- d. Comprehensive Scoring Diagram
- e. Focused Scoring Diagram
- f. Focused Summative Scoring Document Criterion 1
- g. Focused Summative Scoring Document Criterion 2
- h. <u>Focused Summative Scoring Document Criterion 3</u>
- i. Focused Summative Scoring Document Criterion 4
- j. Focused Summative Scoring Document Criterion 5
- k. Focused Summative Scoring Document Criterion 6
- I. <u>Focused Summative Scoring Document Criterion 7</u>
- m. Focused Summative Scoring Document Criterion 8
- 7. The OSPI eVAL system shall be utilized for all evaluations as described above. This evaluation management systems tool allows teachers and administrators to coordinate, review, schedule, view, and upload any and all applicable evaluation materials.
 - a. Required observations, scores, and the summative evaluation form shall be completed in eVAL.
 - b. The District will ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

H. Certificated Evaluations - Certificated Support Personnel (ESAs)

- 1. Definitions:
 - a. "Certificated support personnel" means a certificated employee who provides services to students and holds one or more of the educational staff associate (ESA) certificates pursuant to WAC 181-79A-140(5).
 - b. This includes Counselors, Speech/Language Pathologists, Occupational Therapists, School Psychologists, Physical Therapists, and Social Workers.
 - c. This category shall also include instructional coaches.
- 2. <u>Criteria:</u> As defined in WAC 392-191-020, certificated support personnel shall be evaluated on the following criteria:
 - a. <u>Knowledge and Scholarship in a Special Field</u>: Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. They demonstrate an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

- b. <u>Specialized Skills</u>: Each certificated support person demonstrates in their performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.
- c. <u>Management of Special and Technical Environment</u>: Management of special and technical environment. Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.
- d. <u>The Support Person as a Professional</u>: Each certificated support person demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.
- e. <u>Involvement in Assisting Pupils, Parents, and Educational Personnel</u>: Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
- 3. Certificated Support Personnel Forms:

See Appendix 3 for Certificated Teacher evaluation forms:

a. Certificated Support Personnel Form

A working committee of three (3) members appointed by REA and three (3) members appointed by the District will meet during the 2025-2026 school year to further define the performance expectations and develop the evaluation form for Certificated Support Personnel, utilizing a 4-point rubric, in alignment with other certificated personnel. The committee shall make recommendations regarding the evaluation forms and process for Certificated Support Personnel to the REA-RSD Labor Management team; the REA-RSD Labor Management team will bargain in good faith to develop an MOU on this subject.

I. 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. 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.
- 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. A completed comprehensive evaluation;
 - b. An assistance plan designed to support the teacher in making satisfactory progress in improving their performance (#3 above);

- c. 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.
- 7. 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, with the following exception:
 - a. Alternative Assignment: After notice of non-renewal and receipt of the employee's resignation or the completion of any required appeal process, the employee may be removed from their 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 provisional employee's compensation or benefits for the remainder of the employee's contract year. The District may, at its option, place the employee on paid leave for the balance of the contract term. RCW 28A.405.100.

J. 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).

K. Probation for Non-Provisional Certificated Employees

- 1. If, at any time after October 15th, an administrator determines that the performance of an employee under the administrator's supervision is not judged satisfactory based on district evaluation criteria the administrator 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. Specific areas of performance deficiencies identified from the evaluation form;
 - b. A recommended specific and reasonable program designed to assist the employee in improving the employee's performance.
- 2. Performance levels which shall trigger the probation process are:
 - a. Unsatisfactory (Level 1); or,
 - b. Basic (Level 2), if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) 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 the employee's endorsements shall not be subject to nonrenewal or probation based on evaluations of the employee's teaching effectiveness in the out of endorsement assignment.
- 4. <u>Establishment of Probationary Period</u>: 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. 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 their areas of deficiency.
- 5. Copies of the materials to be submitted to the Superintendent shall be provided to the employee at the same time.
- 6. 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.
- 7. 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 their probationary status. Meetings are not to be unduly delayed in order to have an REA representative present.
- 8. Procedure during Probation Period shall comply with RCW 28A.405.100.
 - 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. 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.
 - i. 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.
 - ii. 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.
 - iii. 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.
- iv. Informal Observation: The evaluator may conduct any reasonable number of informal observations under the same procedures as in the regular evaluation process (including documentation).
- c. Collegial Assistance: 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. 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. 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.
- d. The probationary employee may be removed from probation prior to the conclusion of the probationary period at any time if they have demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in their notice of probation.
- e. 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. <u>Supervisor's Post-Probation Report</u>: 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 and which shall set forth one (1) of the following recommendations for further action:
 - i. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 - ii. 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
 - iii. 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 the teacher 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 (5) 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 the employee's 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.
- 13. Provisional employees are not subject to probation based on their evaluations.

L. Non-Renewal for Non-Provisional Teachers

- 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.

M. Evaluation Timelines

- September 15th: The principal or administrator shall hold a general certificated staff meeting by this date to review evaluative criteria and procedures the administrator shall follow in evaluating certificated employees. Employees will be informed of their assigned principal or administrator for the evaluation process by this date.
 - a. For any certificated employee with a start date after September 15th, the assigned evaluator shall hold an individual or small group meeting within fifteen (15) school days of the teacher's first workday and communicate the employee's assigned evaluator for the school year.

- 2. October 15th: After this date, an employee whose work is not judged satisfactory based on the evaluation criteria shall be notified in writing of specific areas needing improvement (RCW 28A.405.100).
- 3. October 31st: By this date, the employee and evaluator meet to complete the goal setting conference to:
 - a. Provide an opportunity for self-assessment
 - b. Identify personal professional goal areas for the evaluation including evidence to be gathered or considered;
 - c. Identify student growth goals and measures.
- 4. <u>December 15th</u>: Employees may be moved from a Focused evaluation to a Comprehensive evaluation by their evaluator; the employee must be notified in writing (WAC 392-191A-120).
- 5. <u>February 1st</u>: By this date, any employee requesting to move from Comprehensive evaluation to Focused evaluation must notify their evaluator.
- 6. May 15th: By this date, employees being non-renewed must be notified by the Superintendent and Employee Services (RCW 28A.405.100). 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, as described above, 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.
- 7. June 1st: All certificated evaluations and summative conferences must be complete.

Article 3. Section 17. 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.

<u>Seniority List</u>: The superintendent or their designee shall prepare the seniority list based on an employee's current assignment no later than February 15th of each year. The seniority list should be listed by Employment Categories (A-C). The District and the REA Office shall each send an email to certificated employees with the seniority list. Employees will have until March 1st of each year to submit any certification(s) or endorsement(s) that would qualify them as eligible to be listed in another area(s) on the seniority list to Employee Services.

<u>Determination of Vacant Positions</u>: 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.

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

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

- A. <u>Elementary employees</u> will be considered for retention in one category (K-6). Elementary employees shall include classroom teachers, elementary librarians, elementary instructional coaches, and elementary interventionists.
- B. <u>Secondary employees</u> (7-12) will be considered for retention by teaching specialties (such as science, math, social studies, language arts, Career-Technical Education by endorsement / CIP code, individual languages, (e.g. French, Spanish, ASL, etc.), secondary instructional coaches, secondary interventionists, and secondary librarians.
- C. Other non-supervisory employees will be considered for retention according to their specialties which will include: counselors, special education personnel by category (e.g. psychologists, speech language pathologists, self-contained and resource teachers K-12, Early Learning Center certificated teachers), BCBA, K-12 music, physical education and health, art and nurses.

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's 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 designee.

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

<u>Selection Within Employment Categories</u>: 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, as required by RCW 28A.400.300
- 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

<u>Employment Pool</u>: 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 April 1, if such employee wishes to remain in the employment pool for or designees by 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 a personal email and phone call to all personal numbers on file. Such individual shall have seven (7) calendar days from receipt of the email and phone call 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 the teacher's 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 shall be granted the years of experience, days of accumulated sick leave and seniority which they 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 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.

Provisional employees may be nonrenewed without triggering the above Reduction in Force (RIF) process. To the extent possible, reductions will be made through provisional non-renewals.

Article 3. Section 18. 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 the employee's building principal or other appropriate supervisor either personally or accompanied by the employee's 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 the disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association.

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. The Superintendent or designee shall meet with the Association on the grievance and shall indicate the disposition of the grievance in writing within ten (10) school days of such meeting, and shall furnish a copy thereof to the Association.

Step 4.

If the Association is not satisfied with the disposition of the grievance by the Superintendent or 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 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 mutual agreement by the District and the Association in accordance with the American Arbitration Association 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 the arbitrator shall be empowered except as the arbitrator's 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 the arbitrator's 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). If any question arises as to "arbitrability," such question will be ruled on first by the arbitrator selected to hear the dispute. Arbitrability of a grievance will not be bifurcated from the merits except by mutual agreement of the parties and the arbitrator.

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 the employee's 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 19. 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 level at each impacted school(s).
 - 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 ten (10) 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.
- C. All Staff will be offered in-person trainings prior to the beginning of the school year in which the new materials are to be implemented. For virtual only trainings, staff may choose to attend from home; it is an expectation to have your camera on and sign in as required.
- D. When new instructional materials are adopted or piloted, the District will provide all certificated educators assigned to teach with the appropriate number of licenses and/or student materials for the number of students assigned to that teacher.

Article 3. Section 20. SPECIAL EDUCATION PROVISIONS

The District shall make every effort to evenly distribute students with special needs equitably across grade level and class sections. 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 for general education co-teachers. Such positions would be a unique position and subject to the transfer process laid out in Article III, Section 5.

A procedure will be established that when a student is placed in a classroom, the teacher shall be provided access to any IEP, 504, behavior plan, and/or safety plan for the respective student. Elementary Teachers/Specialists will be involved in the class placement process during the spring to review class lists for potential problems of imbalance. The District and the Association are committed to reviewing placements and providing necessary supports to make a manageable workload. If educators believe that students are placed in learning environments that are not appropriate for the students, the educators will work with the relevant faculty and administrators to resolve the issue. When possible, educators will be notified the day before new students begin attending school.

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.

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

The District will maintain supply and/or incentive budgets for each special education teachers, as follows:

- Resource Room: \$200/year supplies
- Intensive Classrooms: \$300/year supplies; \$100/month incentives, no to exceed \$1,000 per school year
- Specialists (e.g. OT, PT, SLP, Psych): \$100/year supplies.

In recognition of the additional duties taken on by special education staff, they will receive a supplemental contract as follows:

<u>Classification:</u>	Percentage of Salary + TRI above REA salary schedule
Resource Teachers	5%
Intensive Needs Teachers (Self-Contained)	10%
Occupational and Physical Therapists	5.6%
Speech Language Pathologists	8.33%
Psychologists	10%
Board Certified Behavior Analysts (BCBAs)	10%

An additional supplemental contract will be issued to Psychologists and BCBAs will receive an additional 10% of their salary in recognition of preparation period buyback. These staff will not have a designated prep period.

Article 3. Section 21. MULTILINGUAL EDUCATION PROVISIONS

Each brick-and-mortar K-12 school shall have at least one staff member assigned to Multilingual student support for a minimum of three (3) hours per day. This may be a certificated or a classified staff member. Additional staff, including certificated staff, shall be based on enrollment and available funding.

Article 3. Section 22. CAREER AND TECHNICAL EDUCATION PROVISIONS

The district recognizes that Career and Technical Education (CTE) teachers have a broad range of duties including, but not limited to, program area meetings, frameworks, advisory duties, partner meetings, and inventory.

In recognition of CTE-specific workload, CTE teachers shall receive the following:

- Supplemental Contract for CTSO Advisor: 7 days per diem (no timesheets shall be required)
- Advisory Program Area Meetings, up to 3 per year*
- Development of a new CTE Course Framework, up to 5 hours**
- Review and revision for CTE Course Framework renewal, up to 3 hours**
- Dual Credit Partner Meetings, as needed These may be provided by timesheet or through substitute release time.
- Monthly CTE Meetings*

^{*}Paid at curriculum rate / **Paid at per diem rate

Article 3. Section 23. <u>INTERVENTION and ENRICHMENT</u> General:

In order to preserve time for high quality tier one instruction, time for formal, schoolwide intervention and enrichment periods will be limited to not more than 60 minutes per day. Up to (30) minutes of the scheduled intervention block would be embedded within the classroom, unless otherwise determined by the PLT, with the remaining 30 minutes for schoolwide intervention. All classroom teachers will provide differentiated instruction and reasonable levels of ongoing intervention to their students during core instructional time. During intervention, students may receive interventions in-class, through push-in, pull-out, and walk-to models.

Professional Learning Teams shall assign students for Tier 2 interventions based on district assessments and common formative assessments. Teachers assigned specific classes for intervention/enrichment shall be provided with appropriate curriculum and materials to meet the needs of students assigned to their groups; for PLT-driven Tier 2 interventions, grade-level materials should be utilized. Building administration, counselors, and interventionists shall assign students for Tier 3 interventions based on district assessments and other available data.

Intervention options to meet student needs that, while not academic in nature, have an impact on their academic success (social emotional learning, organization, mindset, etc) will be considered where possible.

Tier 3 Intervention classes are consistent, time bound classes offering targeted skill based intervention for students who are more than one year behind grade level. In order to facilitate the increased time and attention students in these classes need, these will be limited to 75% of the general class size language for the grade level.

Enrichment classes are consistent, time bound classes offering accelerated and/or enhanced curricula beyond the standards for the grade level. In order to make space for intervention classes, these sessions will allow for up to 125% of the general class size language for the grade level.

All other sessions offered during this time will be limited to the general class size language for the grade level.

Elementary:

Staff will serve students in regular Intervention/Extension classes, based on the needs of their grade level students. To the maximum extent possible, students receiving specially designed instruction (SpEd) and other identified services, including HiCap, Title 1, and Multilingual will receive services during this time.

Middle High School:

The primary method of delivery will be a flexibly scheduled system where staff assign students to specific Intervention/Enrichment blocks by day. Students who are not assigned to Intervention/Enrichment sections by staff will self-select based on available classes to meet their academic needs.

The following student groups may be assigned a regular Intervention/Enrichment class to meet specific, ongoing learning needs:

- Students on IEPs receiving SDI minutes during Intervention/Enrichment times
- Students who are 2 or more years behind grade level in Tier 3 math and/or reading
- Students identified for enrichment through accelerated or augmented instruction (Highly Capable Programs; math acceleration, etc)
- Students who are in the multilingual program
- Other groups collaboratively identified by the building leadership team

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

- A. 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.
- B. 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. If an employee separates from the District having used more sick leave than the employee earned, the District will deduct the value of the unearned sick leave from the employee's final paycheck. 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).
- C. 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.
- D. 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.
 - 1. The District and the Association agree that annually by October 1st, the Association will notify Employee Services of the intent to opt in to the VEBA III Sick Leave Cash-out Health Reimbursement Plan (the "Plan") for that calendar year pursuant to RCW 28A.400.210, and the District agrees to make contributions to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan.

- 2. Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement, and excess sick leave will be defined as the sick leave days accruing to the credit of such employee during the term of the VEBA Plan agreement. The parties agree that the Plan will cover Retirement or Separation from Service Sick Leave Cash-Out Benefits only.
- 3. Contributions on behalf of each eligible employee will be based on the cash-out value of sick leave accrued by such employee available for contribution in accordance with statute. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit the appropriate form to the District.
- 4. In the event the Association does not opt in to the VEBA III Sick Leave Cash-out Health Reimbursement Plan, 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.
- 5. 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.

E. Sick Leave Sharing/Donations

Sick leave donation and use shall be in compliance with RCW 28A.400.380 and Chapter 392-136A WAC as of the date of this agreement is listed below:

Eligibility.

In the event a district implements a shared leave program, an employee shall be eligible to receive shared leave if the district has determined the employee meets the following conditions:

- 1. The employee:
 - Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 - b. Has been called to service in the uniformed services;
 - c. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has the needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
 - d. Is a victim of domestic violence, sexual assault, or stalking;
 - e. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability;
 - f. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointment or treatment;
 - g. Needs the time for parental leave; or
 - h. Is sick or temporarily disabled because of pregnancy disability.

- 2. The condition(s) listed in subsection (1) of this section has caused, or is likely to cause, the employee to go on leave without pay or terminate district employment.
- 3. The employee's absence and the use of shared leave are justified.
- 4. The employee has depleted or will shortly deplete leave in accordance with WAC 392-136A-040.
- 5. The employee has abided by district policies regarding:
 - a. (a) Sick leave use if the employee qualifies under subsection (1)(a), (d), (g), or (h) of this section; or
 - b. (b) Military leave use if the employee qualifies under subsection (1)(b) of this section.
- 6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.

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. WORKER'S COMPENSATION

All employees may be covered by the provisions of the WA State Workers Compensation program for injuries sustained during the course of their regular employment.

If an employee suffers injuries related to an assault during the course of their work duties:

- A. The employee must immediately report the situation to their supervisor or designee.
- B. If the result is loss-of-time under worker's compensation benefits, the District will offset the difference between net benefits and net take-home pay (and the leave will not be charged to the employee's accumulated leave) for a maximum of ten (10) work days upon receipt of Labor & Industries (L&I) approval of award indicating the amount of time loss benefits.
- C. Any sick leave utilized during the 3-day waiting period by Labor & Industries (L&I) will be restored to the employee's sick leave balance; the 3-day waiting period will be designated as paid administrative leave after receipt by the District of the L&I benefits approval.
- D. When an employee is seen by a physician after filing an incident report for a work-related injury, they must submit a medical release to Employee Services for review prior to returning to their building/location.

Article 4. Section 3. 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 one (1) year from the date the leave is granted, or as mutually agreed with Employee Services. 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.

Article 4. Section 4. PARENTAL LEAVE

Four (4) days of leave at full pay and up to sixteen (16) days of paid sick leave shall be allowed by either parent or both 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 5. 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 6. 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, fiancé/fiancée, children, pregnancy loss, grandchildren, grandparents, and same relationships as related by marriage or domestic partnership.

Two (2) days bereavement leave, with full pay, per occurrence, will be granted to each employee to be used for the death of someone of close personal ties, including family pets. Employees have the discretion to extend their bereavement leave through the use of personal and/or sick leave.

Article 4. Section 7. 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 the employee's 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 the employee's 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 8. 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 9. PERSONAL LEAVE

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 six (6) days inclusive of up to three (3) carryover and the current year's three (3) day entitlement. Leave in excess of three (3) days at the end of the leave year will automatically be paid as compensation to the employee 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, View Ridge Middle School or Wisdom Ridge, and not more than twelve percent (12%) of the certificated staff at Ridgefield High School shall be granted use of personal leave on any one day.

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 unless preapproved by the Superintendent or designee at least ten (10) days in advance for extraordinary circumstances, e.g. weddings or graduations of children or grandchildren.

Article 4. Section 10. JURY DUTY and 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.

Article 4. Section 11. PAID FAMILY LEAVE and FEDERAL FAMILY MEDICAL LEAVE

Employees are eligible to use Paid Family Medical Leave benefits in accordance with Washington State law, and employees will be eligible to use Family Medical Leave in accordance with federal law.

FMLA shall run concurrently with other leave benefits, unless the employee chooses otherwise. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) and/or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution

for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245 and so long as there is at least one day of overlap between Paid Family Medical Leave and FMLA.

Paid Family and Medical Leave. When an employee is seeking paid family or medical leave from the Employment Security Department (PFML), they will provide notice to the District of the intent to seek PFML. The employee will notify the District when they learn that they have been approved for PFML by the Employment Security Department. The employee will provide the District with documentation that shows the need for leave. Once the employee has provided such documentation, the District will provide the employee unpaid leave for the period for which the employee was approved by the Employment Security Department for PFML.

It shall remain the individual employee's choice on when to request PFML; this may include weekends, holidays, and school breaks based on the individual's application and the decision of the Employment Security Department.

Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

Article 4. Section 12. 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 13. 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 reinstated to the step on the salary schedule the employee had achieved prior to taking sabbatical 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.

Article 4. Section 14. UNPAID LEAVE

Employees who have exhausted accumulated leave and feel they must be absent may request unpaid leave from the superintendent's designee. 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 15. 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, ASHA, related travel and lodging expenses, 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 \$600.00 per FTE per year and will be paid on the November payroll; teachers are not required to provide receipts.

Any PPGI funds that would have rolled over from the 2024-25 SY shall be included in the first stipend under this agreement.

Annual allocation of the funds described in the first paragraph are contingent upon passage of the Enrichment Levy.

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 16. SALARY

A. Salary Schedule and Increases

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, 2025, the current wage scale will be increased by IPD + 1.5% (4% total) at the base step. Steps are 2.5% and the wage scale will be adjusted accordingly.

Effective the school year 2026-2027, the current wage scale will be increased by IPD + 1.0% value as provided by the State Budget Office, applied at the base step. Steps are 2.5% and the wage scale will be adjusted accordingly.

Effective the school year 2027-2028, the current wage scale will be increased by IPD + 2.0%, applied at the base step. Steps are 2.5% and the wage scale will be adjusted accordingly.

B. Guidelines for Salary Placement and Advancement

1. <u>Initial Placement</u>: Each certificated instructional employee shall be placed on the highest applicable step of the salary schedule based on their highest earned degree, eligible education credits, and certificated years of experience, as defined in this agreement. New employees' experience and education credits will be evaluated as if earned within the district.

2. Annual Documentation Deadlines:

- a. Employees must report education credits and experience to Employee Services by **September 30th** each year.
- b. Employees hired after the school year begins must submit their documentation by **October 15th** or thirty (30) calendar days after their start date, whichever is later.
- c. The district will apply salary advancement for verified credits/experience on file by October 15th. Any documentation received after this date will not be applied until the following school year.

3. <u>Credit Application and Retroactivity</u>:

- a. Verified education credits submitted by the last working day of September will be used to calculate salary advancement, retroactive to September 1 of that year.
- b. Work experience credit is granted upon completion of one full year in a certificated position.
- c. All credits (education and experience) will be calculated to two decimal places. Rounding follows standard practice: .5 and above round up, .4 and below round down.

4. Experience Credit: Definition and Accrual

- a. Credit may be granted for certificated employment in public or private schools requiring certification, including foreign institutions.
- b. In-district full-time equivalency (FTE) is calculated based on contract hours. For prior employers, FTE is verified by the employer via a verification form.
- c. Substitute work may accrue up to 1.0 FTE per 12-month period.
- d. A maximum of 1.0 FTE can be accrued per academic or 12-month period. Unpaid leave time is not creditable.

5. Additional Recognized Experience:

Certificated employees in the following roles may include relevant non-school work since 2007–08:

- a. OTs, PTs, SLPs, social workers, counselors, psychologists.
- b. One year of such non-school work counts as one year of service, up to the total number of years served. This experience does not apply to retirement service credit.

6. Education Credit: Definition and Accrual

- a. Credit Calculation: Education credit = Highest degree + any eligible academic or in-service (clock hour) credits earned after the first bachelor's degree. Degrees not used for initial placement may be applied as education credits.
- b. Degree Credit Rule: When a degree requires more than 45 credits, excess credits (beyond the first 45) may count as academic credit. For example, in a 60-credit MA program, 15 excess credits may be applied post-MA.
- Transcripts: Employees must submit official transcripts from accredited institutions (as defined in WAC 250-61-050). Foreign degrees must be evaluated by a NACES-recognized agency (see www.naces.org).

7. Eligible Education Credit Types

- a. Academic Credits:
 - i. Must be from accredited institutions, 100-level or higher, and applicable toward a degree.
 - ii. Cannot duplicate in-service or non-degree education credits.
 - iii. Semester hours will be converted to quarter hours for accrual purposes.
- b. In-Service (Clock Hour) Credits:
 - i. Must be earned after the first bachelor's degree and after August 31, 1987.
 - ii. Must be earned by October 1 of the year they are used for salary purposes.
 - iii. Earned through OSPI-approved providers (WAC 181-85-200).
 - iv. Ten clock hours = 1 education credit.
- c. ESA Continuing Education:
 - Eligible ESAs may use continuing education (CEUs) from recognized licensure bodies for in-service credit. Applies to professionals licensed in WA under RCW 18, including OTs, PTs, counselors, psychologists, SLPs, etc.
- 8. Career and Technical Education (CTE) Employees
 - a. Applies to those holding initial, continuing, or conditional CTE certificates who have met the 6,000-hour occupational experience requirement.
 - b. Up to six (6) years of supervisory/management experience in the CTE field may be credited.
 - c. CTE clock hours may count for salary placement: 10 CTE clock hours = 1 education credit.
 - d. CTE-certified employees without a degree may earn up to 20 education credits per year from occupational experience (100 hours = 1 credit). Hours beyond 2,000 per year are not bankable.
- 9. Transition and Exceptions
 - a. Employees currently placed on the salary schedule will retain their placement.
 - b. These provisions will apply to newly hired employees beginning in the 2025–26 school year.
 - c. In unanticipated cases, Labor Management will consult the 2017–18 S-275 Personnel Reporting Handbook to guide placement decisions.

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 three (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.

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 one or more assistant positions at 75% 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, at a dance or helping with another event, shall be paid at an hourly rate of \$25.00.

Each stipend listed below shall be increased by one percent (1.0%) annually for the below-listed years.

Elementary

NOTE: Each Elementary has one of each position. In 2024-2025, there will be 2 elementary schools; beginning in 2025-2026, there will be 3 elementary schools.

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Position	2024-2025	2025-2026 (+1% from 24-25)	2026-2027 (+1% from 25-26)	2027-2028 (+1% from 26-27)							
Vocal Concert (per grade level, 1 concert)	\$712 (2)	\$719	\$726	\$734							
Math is Cool	\$712 (2)	\$719	\$726	\$734							
Science Olympiad	\$640 (2)	\$646	\$653	\$659							
Art Club	\$573 (2)	\$579	\$585	\$590							
Yearbook	\$915 (2)	\$924	\$933	\$943							

Intermediate and Middle School

NOTE: Where two (2) positions are available, there is one (1) for each campus. Should the intermediate school be collapsed, the additional intermediate stipend position will sunset.

Position	2024-2025	2025-2026	2026-2027	2027-2028		
		(+1% from 24-25)	(+1% from 25-26)	(+1% from 26-27)		
Instrumental Music (SRIS, VMRS)	\$2,710 (2)	\$2,737	\$2,764	\$2,792		
Vocal Music (SRIS, VMRS)	\$2,426 (2)	\$2,450	\$2,475	\$2,500		
Jazz Band (VMRS)	\$2,710 (1)	\$2,737	\$2,764	\$2,792		
CISPUS Coordinator (SRIS)	\$1,490 + 2 days	\$1,505	\$1,520	\$1,535		
	(1)	+2 days	+2 days	+2 days		
CISPUS Teacher (SRIS)	\$1,146 + 2 days	\$1,157	\$1,169	\$1,181		
	(12)	+2 days	+2 days	+2 days		
Yearbook (SRIS, VMRS)	\$1,495 (2)	\$1,510	\$1,525	\$1,540		
Honor Society (SRIS, VMRS)	\$705 (2)	\$712	\$719	\$726		
Art Club (SRIS, VMRS)	\$853 (2)	\$862	\$870	\$879		
Robotics Club (VMRS)	\$640 (1)	\$646	\$653	\$659		
Math is Cool (SRIS, VMRS)	\$573 (2)	\$579	\$585	\$590		
Science Olympiad (SRIS, VMRS)	\$573 (2)	\$579	\$585	\$590		
Book Club (VMRS)	\$640 (1)	\$646	\$653	\$659		
Assurance Day (VMRS)	\$640 (1)	\$646	\$653	\$659		
Leadership (ASB) (SRIS, VMRS)	7 days (2)	7 days	7 days	7 days		

High School										
Position	2024-2025	2025-2026 (+1% from 24-25)	2026-2027 (+1% from 25-26)	2027-2028 (+1% from 26-27)						
Band	\$8,540	\$8,625	\$8,712	\$8,799						
Jazz Band	\$7,544	\$7,619	\$7,696	\$7,773						
Vocal (includes Jazz choir)	\$6,336	\$6,399	\$6,463	\$6,528						
Play (per production)	\$5,823	\$5,881	\$5,940	\$5,999						
Music Conductor (per production)	\$2,846	\$2,874	\$2,903	\$2,932						
Vocal Director (Musical)	\$1,426	\$1,440	\$1,455	\$1,469						
Honor Society	\$1,216	\$1,228	\$1,240	\$1,253						
Freshman Advisor	\$630 (2)	\$636	\$643	\$649						
Sophomore Advisor	\$860 (2)	\$869	\$877	\$886						
Junior Advisor	\$1,261 (2)	\$1,274	\$1,286	\$1,299						
Senior Advisor	\$1,261 (2)	\$1,274	\$1,286	\$1,299						
Art Club	\$853	\$862	\$870	\$879						
Robotics Club	\$4,803	\$4,851	\$4,900	\$4,949						
Spanish Club	\$610	\$616	\$622	\$628						
French Club	\$610	\$616	\$622	\$628						
Yearbook Advisor	\$5,243	\$5,295	\$5,348	\$5,402						
Leadership (ASB)	7 days (2)	7 days	7 days	7 days						
International Thespian Society Advisor	\$753	\$761	\$768	\$776						

Article 4. Section 17. SUBSTITUTE TEACHER PAY

Whenever a substitute teacher works in the same assignment in excess of twenty (20) consecutive days, the substitute teacher 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 the substitute teacher 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, regardless of whether they have worked in excess of twenty (20) consecutive days or thirty (30) days in the last calendar year, nor are they subject to any dues.

Article 4. Section 18. 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.

Article 4. Section 19. 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 an emergency situation as directed by a district or building administrator.

Article 4. Section 20. 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. On years when the state doesn't fund the stipend, the district will provide a stipend of \$4,000.00.

RIDGEFIELD EDUCATION ASSOCIATION	RIDGEFIELD SCHOOL DISTRICT NO. 122
REA Co-President	Superintendent
REA Co-President	Board President

Exhibit 1: Salary Schedules

RSD 2025-26 SY

	25-26 (Yr 1) 2.5% I	IPD + 1.5% (4% total)										
Yrs of Service	BA + 0	BA + 0 Base + TRI	BA + 45	BA + 45 Base + TRI	BA + 90	BA + 90 Base + TRI	MA + 0	MA + 0 Base + TRI	MA + 45	MA + 45 Base + TRI	MA + 90	MA+ 90 Base + TRI
0	\$64,862.81	\$70,246.42	\$66,710.80	\$72,247.79	\$68,479.31	\$74,163.09	\$70,362.49	\$76,202.58	\$72,297.46	\$78,298.15	\$74,285.64	\$80,451.35
1	\$66,484.38	\$72,002.58	\$68,378.57	\$74,053.99	\$70,191.30	\$76,017.17	\$72,121.55	\$78,107.64	\$74,104.90	\$80,255.60	\$76,142.78	\$82,462.63
2	\$68,146.49	\$73,802.65	\$70,088.03	\$75,905.34	\$71,946.08	\$77,917.60	\$73,924.59	\$80,060.34	\$75,957.52	\$82,261.99	\$78,046.35	\$84,524.20
3	\$69,850.14	\$75,647.70	\$71,840.23	\$77,802.97	\$73,744.73	\$79,865.54	\$75,772.71	\$82,061.85	\$77,856.45	\$84,318.54	\$79,997.51	\$86,637.30
4	\$71,596.40	\$77,538.91	\$73,636.24	\$79,748.05	\$75,588.34	\$81,862.18	\$77,667.03	\$84,113.39	\$79,802.87	\$86,426.51	\$81,997.45	\$88,803.24
5	\$73,386.31	\$79,477.38	\$75,477.15	\$81,741.75	\$77,478.06	\$83,908.74	\$79,608.70	\$86,216.22	\$81,797.94	\$88,587.17	\$84,047.38	\$91,023.31
6	\$75,220.97	\$81,464.31	\$77,364.07	\$83,785.29	\$79,415.01	\$86,006.45	\$81,598.92	\$88,371.63	\$83,842.89	\$90,801.85	\$86,148.57	\$93,298.90
7	\$77,101.50	\$83,500.92	\$79,298.18	\$85,879.93	\$81,400.38	\$88,156.61	\$83,638.90	\$90,580.92	\$85,938.96	\$93,071.89	\$88,302.29	\$95,631.38
8	\$79,029.03	\$85,588.44	\$81,280.63	\$88,026.93	\$83,435.39	\$90,360.52	\$85,729.86	\$92,845.44	\$88,087.43	\$95,398.69	\$90,509.84	\$98,022.15
9	\$81,004.75	\$87,728.15	\$83,312.65	\$90,227.60	\$85,521.27	\$92,619.54	\$87,873.12	\$95,166.58	\$90,289.62	\$97,783.66	\$92,772.59	\$100,472.71
10	\$83,029.88	\$89,921.36	\$85,395.46	\$92,483.29	\$87,659.31	\$94,935.03	\$90,069.94	\$97,545.74	\$92,546.86	\$100,228.25	\$95,091.90	\$102,984.53
11	\$85,105.62	\$92,169.38	\$87,530.35	\$94,795.37	\$89,850.79	\$97,308.41	\$92,321.68	\$99,984.38	\$94,860.53	\$102,733.96	\$97,469.19	\$105,559.14
12	\$87,233.26	\$94,473.62	\$89,718.60	\$97,165.25	\$92,097.06	\$99,741.11	\$94,629.73	\$102,484.00	\$97,232.05	\$105,302.31	\$99,905.93	\$108,198.13
13			\$91,961.58	\$99,594.39	\$94,399.48	\$102,234.64	\$96,995.47	\$105,046.10	\$99,662.84	\$107,934.86	\$102,403.57	\$110,903.07
14			\$94,260.61	\$102,084.24	\$96,759.48	\$104,790.52	\$99,420.36	\$107,672.25	\$102,154.42	\$110,633.24	\$104,963.67	\$113,675.65
15			\$96,617.13	\$104,636.35	\$99,178.46	\$107,410.27	\$101,905.87	\$110,364.05	\$104,708.28	\$113,399.06	\$107,587.75	\$116,517.54
16					\$101,657.92	\$110,095.53			\$107,325.98	\$116,234.04	\$110,277.45	\$119,430.48
17					\$104,199.37	\$112,847.92			\$110,009.13	\$119,139.89	\$113,034.39	\$122,416.24
18+					\$106,804.35	\$115,669.12			\$112,759.37	\$122,118.39	\$115,860.24	\$125,476.64

^{*2026-27} and 2027-28 pay scales to be developed once IPD is determined annually by the State.

Exhibit 2: Certificated Support Personnel Evaluation Form

CERTIFICATED SUPPORT PERSONNEL **EVALUATION REPORT** NAME ANNUAL SCHOOL 90-DAY TEACHING ASSIGNMENT ____OTHER (if less than full-time, specify) It is my judgment, based upon adopted criteria, that this teacher's overall performance has been during the evaluation period covered in this report. (satisfactory or unsatisfactory) Principal's signature This evaluation is based upon observations for the purpose of evaluation, which occurred on the dates and for the durations indicated as follows: CRITERIA STRENGTHS: WEAKNESSES: (refer to list of adopted criteria) SUGGESTIONS FOR IMPROVEMENT (comments must be made in each category) KNOWLEDGE AND SCHOLARSHIP IN A SPECIAL FIELD SPECIALIZED SKILLS MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT THE SUPPORT PERSON AS A PROFESSIONAL INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL EFFORT TOWARD IMPROVEMENT WHEN NEEDED CONSTRAINING FACTORS ADDITIONAL COMMENTS My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Date Teacher **EVALUATION: Cartified Support**

Exhibit 3: Time, Responsibility, and Incentive (TRI) Verification Form

On file with Employee Services (to be inserted before posting).

Appendix 1: Certificated Evaluation Forms

- 2022 Danielson Framework for Teaching Rubrics
- Rubrics by Washington State 8 Criteria with critical attributes
- Student growth goal rubrics
- Comprehensive Scoring Diagram
- Focused Scoring Diagram
- Focused Summative Scoring Document Criterion 1
- Focused Summative Scoring Document Criterion 2
- Focused Summative Scoring Document Criterion 3
- Focused Summative Scoring Document Criterion 4
- Focused Summative Scoring Document Criterion 5
- Focused Summative Scoring Document Criterion 6
- Focused Summative Scoring Document Criterion 7
- Focused Summative Scoring Document Criterion 8