

Collective Bargaining Agreement
between the
RENTON SCHOOL DISTRICT
and the
RENTON EDUCATION ASSOCIATION
September 1, 2018 to August 31, 2019

Revised: 1/8/2019

Updates

12/4/18—added MoU re Choir Overload

1/8/19—added MoU re Paid Family Leave

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PREAMBLE

To encourage and increase effective and harmonious working relationships between the Board of Directors (hereinafter the Board) for the Renton School District No. 403 (hereinafter the District) and its Certificated Employees represented by the Renton Education Association (hereinafter the Association) and to enable said Employees to fully participate in and contribute to matters affecting their conditions of employment;

THIS Contract is made and entered into on the 1st day of September, 2018 by and between the Board (for the District) and the Association and shall become effective September 1, 2018, unless otherwise specified in the Contract.

WHEREAS, the District and the Association recognize and declare that providing a quality education for the students of the District is their mutual aim and that the character of such education depends in great part upon the quality and morale of the teaching staff; and,

WHEREAS, the Association and its representatives are particularly qualified to assist in formulating programs designed to improve educational standards; and,

WHEREAS, the District and the Association have a mutual obligation to negotiate in good faith as set forth in Article I, the Recognition Clause; and,

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Contract;

It is hereby agreed as follows:

ARTICLE I
RECOGNITION AND AGREEMENTS

- 1.1 The District recognizes the right of the Association to represent the Employees in the bargaining unit as defined by RCW 41.59 as long as the Association has the majority vote of said Employees in said bargaining unit. The District recognizes that the Association retains and reserves all powers, rights, authority, duties, responsibilities and requirements conferred upon and vested in it by its position as the exclusive bargaining agent as defined by RCW 41.59. The District further agrees not to engage in collective bargaining with any Employee (s) represented by the Association, or with any other group or individual purporting to represent Employees within the said bargaining unit, other than the Association so long as the Association retains exclusive bargaining authority and status. This does not preclude individual conversations with individual Employees on the routine implementation of the terms and conditions of this Contract.
- 1.2 The Association recognizes that the District retains and reserves all powers, rights, authority, duties, responsibilities and requirements conferred upon and vested in it by its position as the employer as defined by RCW 41.59.
- 1.3 The Association recognizes that the Board of Directors has delegated responsibility for the administration of the District to the Superintendent as the Chief Executive Officer.

**ARTICLE II
DEFINITIONS**

- 2.1 Association means the Renton Education Association.
- 2.2 Board means the Board of Directors of the Renton School District No. 403.
- 2.3 Collective bargaining or bargaining means the performance of the mutual obligation of the representatives of the employer and the bargaining representative to meet at reasonable times in light of the time limitations of the budget making process, and to bargain in good faith in an effort to reach agreement with respect to the wages, hours, and terms and conditions of employment.
- 2.4 Contract means this Contract between the Board and the Association.
- 2.5 Day means the scheduled work days of the Employee (M-F).
- 2.6 District means the Renton School District No. 403.
- 2.7 Employee, Certificated Employee, Educational Employee all mean any Certificated Employee of the Renton School District who is represented by the Renton Education Association.
- 2.8 Employee Contract means the individual contract signed between an individual Employee and the District.
- 2.9 Extra Days means days assigned for work in excess of the number of days negotiated for the basic teacher contract.
- 2.10 OSPI is the Office of Superintendent of Public Instruction.
- 2.11 PERC is the Public Employment Relations Commission established under RCW 41.58 for the purpose of administering the provisions of RCW 41.59 Education Employment Relations Act.
- 2.12 Provisional Employee means an Educational Employee within the meaning of RCW 28A.405.220.

**ARTICLE III
LENGTH AND CONDITIONS OF CONTRACT**

3.1 Conformity to Law

If any provision of this Contract shall be found by a court of law, PERC or other government regulatory agencies to be contrary to law, then only that provision shall be deemed invalid. All other provisions shall continue in effect. Collective bargaining may be initiated at the request of either party to change any such provisions deemed invalid.

Where there is a conflict between the collective bargaining agreement and any resolution, rule, policy or regulation of this District, the terms of the collective bargaining agreement shall prevail.

3.2 Distribution of Contract

The District agrees to have the Contract printed within three (3) weeks after signing by both parties and to distribute it electronically to all Employees as soon as practical thereafter, provided distribution shall create no significant additional expense (e.g., a separate mailing). Any changes in the Contract shall be handled in the same manner. One hundred (100) copies of this Contract and any amendments shall be provided to the Association for its elected representatives as soon as they are available. All Employees new to the District shall be provided a copy of this Contract by the District upon issuance of their Employee Contract. This Contract shall also be available for review to all applicants for Employee positions.

Any new forms required for the administration of this Contract shall be made available by the District within three (3) weeks after ratification of this Contract by both parties.

3.3 The Association President and/or designee may meet with the Superintendent and/or designee at least once a month during the school year to review and discuss current school problems and practices and the administration of this Contract. Upon mutual agreement others may be in attendance.

3.4 Length of Contract

This contract shall remain in effect from September 1, 2018, until August 31, 2019.

3.5 Reopener Clause

3.5.1 This Contract may be reopened for negotiations during the term of the Contract for change(s), deletion(s), or amendment(s) only by mutual consent of both parties. Request(s) for bargaining such change(s) by either party must be in writing and must include a summary of the proposed change(s).

3.5.2 No changes shall be made in the Contract nor shall any District policy be

adopted which would effectively change or modify this Contract's provision(s) without mutual consent of both parties.

3.5.3 This Contract may be reopened by either the Association or the District in the event that, during the term of this Contract, PERC rules that any item that has been proposed for adjusting the current Contract by the Association for collective bargaining is a mandatory subject of bargaining. This item shall be one that the District has refused to bargain. The Association and the District agree to immediately initiate collective bargaining on the item in question for the purpose of developing a contract provision for this Contract, provided that if such a ruling occurs after the first Monday in April, the item(s) will be a subject of bargaining for the successor Contract.

3.5.4 All Contract modifications will be in conformance with the state legislative actions and the attending WACs and, if found not in conformance by OSPI or other government regulatory agencies or a court of law, the provisions in question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the District into conformance. Collective bargaining may be initiated at the request of either party to adjust, where necessary, Contract language to reflect the adjustments that have been necessary to bring the District into compliance with the law.

3.5.5 If the Legislature by a specific legislative action appropriates additional funds for certificated salary increases to be paid and which would be applicable to the District during the term of the Agreement, the parties will meet to negotiate how such increases might be accomplished.

3.5.6 In the case of financial emergency, the District may initiate bargaining of this Contract by providing ten days' written notice to the Association.

3.6 Renewal of Contract

3.6.1 If agreed to in writing by both parties by March 1 the Association and the District shall meet to discuss interests, issues, and problems at mutually agreeable times.

3.6.2 Those items of the present Contract which neither party identifies for consideration by July 31, shall be contained in the successor Contract. It is the intent of both parties to keep proposed additions and/or changes to a minimum.

3.7 Contract Waivers

Either Employees or administrators may request that the District and the Association waive requirements of this Contract. Waiver proposals must be developed with

knowledge and opportunity for the participation of all Employees and administrators assigned to the building/program submitting the proposal.

The waiver request must be submitted to the Superintendent or designee and the Association concurrently, and will be granted only if both the District and Association agree.

See also Section 6.11 and Appendix G for forms.

ARTICLE IV
BOARD AND SUPERINTENDENT RIGHTS

The Association recognizes that the Board and Superintendent reserve and retain full rights, authority and discretion for the proper discharge of their duties and responsibilities to direct, supervise and manage the District to the full extent authorized by law. The exercise of these legally authorized rights, authorities, duties and responsibilities by the Board and Superintendent and the adoption of policies under relevant or applicable statutes shall be limited only by specific and expressed terms of this Contract and any District policy.

**ARTICLE V
ASSOCIATION RIGHTS**

- 5.1 The District and the Association agree to continue the present program of automatic payroll deductions. New employees who join the Association will complete an automatic payroll authorization for the amount of their membership dues. The District will deduct the dues from each member's paycheck in even monthly installments and transmit them to WEA.
- 5.2 The Association shall submit the automatic payroll authorization to the District Payroll Office for processing. A deductions table shall be supplied to the District Payroll Office by the Association.
- 5.3 The dues deduction and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. WEA will provide the District with timely notification.
- 5.4 By September 1 of each school year, the Association shall give written notice to the District of the dollar amount of the current dues of the Association. Continuing Employees shall have their deductions for membership dues made in twelve (12) equal installments from each paycheck beginning in September.
- 5.5 Employees who sign a dues authorization form after September shall have deductions made in equal amounts for the remainder of their Employee Contract year. These deductions shall be a pro rata share of the current year's dues.
- 5.6 Per State law, the District will provide the Association access to new employees for the purpose of presenting information about the Association. This access will take place within ninety (90) days of the employee's start date, for no less than thirty (30) minutes, within the employee's regular work hours and at a location mutually agreed upon between the District and Association.
- 5.7 The Association agrees to indemnify, defend, and hold the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Article V, including reimbursement for any legal fees or expenses incurred in connection therewith. If, in the opinion of the Association, the District is attempting to encourage or promote claims against the Association, the Association reserves the right to name the Board's attorney(s) in the claim, demand, suit, or other form of liability.
- 5.8 Other Deductions
- The district shall, upon enrollment by an employee, provided that enrollment meets the requirements of the particular vendor (insurance plan, payroll savings for a bank or credit union, savings bond, or United Way) who is contracted with the district, deduct the necessary amount from the employee's salary and remit that amount to the vendor as

per the vendor's required schedule. Employee's may request that the district contract with new vendors via the Insurance Review committee or other appropriate avenues.

The district shall, upon confirmation from its third party 403(b) administrator, and provided that there are at least ten (or 5 whichever is the law) employees who have made the same request and that the 403(b) vendor has signed an information sharing agreement with the district's 403(b) administrator and the administrator has verified all legal requirements have been met, deduct from the Employee's salary and make appropriate remittance for a tax-sheltered annuity chosen by the Employee. If the number of employees participating in a TSA plan newly authorized pursuant to this provision at any time drops in number of employees to below ten (or 5 whichever is the law), the District may exercise the option to discontinue the deduction privilege.

5.9 Use of District Facilities

The District agrees to provide the Association access to District school buildings for Association meetings under the following provisions:

5.9.1 Such use does not interfere with previously scheduled activities.

5.9.2 Such use is properly scheduled with the building principal or designee.

5.9.3 Such use shall be at no cost to the Association.

5.9.4 Such building use does not include the free use of equipment and supplies, or abnormal custodial costs.

5.10 Bulletin Boards

The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated areas of bulletin boards to be provided in each faculty lounge of each school building in the District. The Association further agrees that every attempt will be made by the Association and representatives to assure that such materials posted will be responsible, professional and reflect general standards of good taste.

5.11 Mailings

The Association shall have the right to use the District's Employee mail boxes for the distribution of its communications and District mail services, except as otherwise required by law.

For bulk-type mailings (e.g., a bulletin to all Association members) all handling at the building level will be done by the Association's Building Representative or Association official. Copies of any Association and District bulk mailing shall be mutually given to the Superintendent and the President of the Association.

If the Office of the Superintendent has a serious question as to the responsibility and general standards of good taste of bulk mailings, the Superintendent will contact the President of the Association.

5.12 Exchange of Information

5.12.1 The District shall, upon request, furnish to the Association for the purpose of carrying out its responsibility of representing Employees documents of a public nature such as, but not limited to, those documents prepared for public distribution and for other governmental agencies, except information of a confidential nature. If mutually agreeable to the District and the Association, such documents may be electronically produced.

5.12.2 The District agrees to furnish the Association with information which may be necessary for the Association to process grievance(s) on behalf of Employee(s).

5.12.3 The Association and District agree that both requests for information and compliance therewith will be made in a timely manner.

5.12.4 The Association shall furnish to the District copies of any pertinent information as reasonably requested by the District. In addition, the Association shall furnish to the District, prior to October 1, the names of building representatives, executive board, Vice President, President and such other Association officials who may have authority to act on behalf of the Association.

5.12.5 By the 15th of each month, the District will provide the Association with a list of employees covered by this agreement, including FTE, change in employment status, hire date, assignment, contact information, and other data mutually agreed upon.

5.12.6 The District will provide the Association with a list of new and terminated Employees as of the 15th of each-month.

5.13 Access

The Association representative(s) shall have access to all District buildings and to all employees. The representative(s) will identify themselves at the building's main office. The Association shall have the right to have a representative present at new employee orientation meetings.

5.14 Association Activities

Association activities shall be carried on in such a manner so as not to unduly interfere with the school program and the assigned duties of Employees unless approved by the Superintendent or designee.

5.15 Release Time

5.15.1 President

In recognition of the need for the President of the Association to have time during regular business hours to perform the duties associated with the Office of President, the District shall allow the President regularly scheduled released time under the following conditions:

- 5.15.1.1 The released time shall be for full-time for the entire school year;
- 5.15.1.2 Any changes requested in the amount of released time should be mutually agreed upon between the Association and the District;
- 5.15.1.3 The Association shall reimburse the District an amount equal to the pro rata portion of the actual salary of the President and of the associated benefits, equal to the amount of released time and to be billed and paid monthly;
- 5.15.1.4 During the year in which released time is granted, the President shall be deemed a full-time Employee of the District and shall retain and/or accrue all of the normal benefits, seniority and salary schedule placement regularly due a full-time Employee plus any additional compensation as described in the Agreement between the parties;
- 5.15.1.5 The Association President shall have full rights to reinstatement subject to Retention, Layoff and Recall provisions, if applicable, to the position held before the leave, for up to two (2) years; after two (2) years, reinstatement shall be to an equivalent position, with at least equivalent compensation.
- 5.15.1.6 As a District Employee, the Association President shall be subject during the period of this leave to the same District policies, regulations and Contract provisions as other Employees.

5.15.2 Association Officials

- 5.15.2.1 The purpose of RCW 41.59 is to prescribe certain rights and obligations of the Educational Employees of the school districts of the State of Washington, and to establish procedures governing the relationship between such Employees and their employers which are designed to meet the special requirements and needs of public employment in education.
- 5.15.2.2 The District recognizes the need for members of the Association to

attend conferences, conventions workshops and other meetings for the benefit of their Association and to carry out the intent and purpose of RCW 41.59.

5.15.2.3 In order to accomplish the purpose of RCW 41.59, up to 150 days leave with pay per school year shall be provided to the Association upon Association request. Employees shall be released from regularly assigned duties under the following provisions:

- A. that such release time is requested in writing to the Superintendent with a copy to the Employee's immediate supervisor by the Association;
- B. that the Association reimburse the District for the normal cost of any substitutes required within 30 days after billing; and
- C. that the written request will be made by the Association at least 24 hours prior to the requested leave to give maximum advance notification to the District when release time is needed.

5.15.2.4 In order to provide opportunities for Employees to participate in activities that the Association and District believe would enhance and benefit education in this community and the State of Washington, it is agreed that up to 30 days leave with pay per school year will be made available for Employees to utilize. Employees shall be released from regularly assigned duties under the following provisions:

- A. that such release time is requested in writing to the Superintendent with a copy to the Employee's immediate supervisor by the Association;
- B. that the Association and District agree that the activity associated with the request will enhance and benefit education; and
- C. that the written request will be made by the Association at least two (2) days prior to the requested leave to give maximum advance notification to the District when release time is needed.

5.15.3 Notification

In order to avoid over-booking for substitutes, the Association will notify the District in the fall of needed release days for REA and WEA activities, except

governance meetings, that require teacher substitute coverage.

5.15.4 Hold Harmless

In consideration of the conditions established providing for released time for Employees in this Article, the Association hereby declares and promises that it shall indemnify and hold harmless the District, its officers and agents, individually and severally, for any claim made and any suit instituted against the District and said person arising out of the granting of the aforementioned released time, provided that the Association shall have the right, but not the duty, to designate the attorney who shall have general charge of the defense of any such suit, and further provided that the District cooperate fully in the preparation and presentation of the defense to the extent requested by said attorney. If the Association designates the attorney, it is agreed that the Association shall pay the costs resulting of the action and the attorney's fees. The District agrees not to bring or file suit to invalidate the Released Time provisions of this Contract.

ARTICLE VI
EMPLOYEE'S RIGHTS AND RESPONSIBILITIES

6.1 Non-Discrimination

There will be no discrimination or discipline with respect to employment of any person because of such person's age (over 40), sex, race, creed, religion, color, national origin, sexual orientation, including gender expression or identity, marital status, domicile, honorably-discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, HIV/AIDS and Hepatitis C status, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular employee involved. The Association and the District recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality in employment practices wherever it may be lacking in compliance with the letter and spirit of the law. The Affirmative Action Plan will be applied in modifying the composition of the future work forces in the District. Present employees will not be discharged to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities.

6.2 Affirmative Action

6.2.1 The Association and District recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the District's Affirmative Action Program.

6.2.2 The District and the Association further agree that the purpose of the Affirmative Action Plan is to assess the District's current attainment of equal opportunity and to outline a systematic plan for achieving equality in employment policies and educational programs as they apply to all personnel and students regardless of race, creed, color, sex, national origin, age or marital status. The ultimate goal of the plan is to ensure the District's compliance with the letter and spirit of federal and state law.

6.2.3 Recommendations for changes in the plan may be made by the Association. Primary responsibility for implementation of the plan rests with the District. Copies of the Affirmative Action Plan shall be kept on file in each school and shall be available to Employees and the Association upon request.

6.3 Personnel Records

6.3.1 The official file shall be maintained in the Human Resources office for each

Employee (or former Employee) per the State retention schedule after termination of employment and shall contain the following items: Original Employee application, acceptance of salary placement, an official transcript of academic records, recommendations, correspondence, pertinent data concerning the Employee, and all evaluation reports. No documents shall be added to the former Employee's personnel file after termination other than routine documents pertaining to Employee's termination.

6.3.2 Building files will be prepared and maintained only by the Building Principal or appropriate Supervisor under whom the individual is currently assigned. These files are considered confidential and are only open to the Employee, Principal, Assistant Principal or Supervisor. Such building files will be maintained according to the following guidelines:

6.3.2.1 Materials which might form the basis for disciplinary action, reprimand, warning or other adverse effect must be either discarded or placed in the official personnel file within one (1) year of the date on which the incident occurred.

6.3.2.2 Any written complaint against an Employee by a parent, student, or other person shall be called to the attention of the Employee in a timely manner and prior to being placed in the working file. Any written complaints must be signed and dated by the author of the complaint or the recipient of the complaint.

6.3.3 A separate file for processed grievances shall be kept apart from the Employee's personnel file. No reports on grievances shall be added to the Employee's personnel file.

6.3.4 Upon reasonable request, the Employee may inspect their official and/or building personnel file. Such inspection shall take place:

6.3.4.1 In the case of the building file, in the presence of the Principal, Assistant Principal or Supervisor.

6.3.4.2 In the case of the official file, in the presence of the Assistant Superintendent of Human Resources or designee in the District Human Resources Office.

6.3.4.3 In either case, the Employee may elect to have another person accompany them.

6.3.5 Upon request, a copy of the individual documents contained in either the official and/or building personnel files shall be afforded the Employee at the District's expense. Requests for multiple copies or requests for complete

copies of the entire file shall be paid for by the Employee. The Employee has the right to attach information in explanation of materials already in the files. The Employee shall be notified as new documents (other than routine matters or documents that the Employee demonstrably should have seen) are added to the Employee's official file. The Employee may initial and date all documents added to their file.

6.3.6 In the case of an upcoming hearing or other formal action, the Employee is entitled to review this file and, upon request, receive a signed inventory sheet of their official file.

6.3.7 An incident that may form the basis for any written reprimand, warning, disciplinary action, or adverse effects can be documented in the official file no later than one (1) year after the incident, which shall be documented within one (1) year from the date the District knew of its occurrence or demonstrably should have known. Any such material placed in the official file cannot be referred to in any subsequent disciplinary action occurring after three (3) years of the date this material is placed in the file. Such material shall, upon request, be withdrawn from their file after a three (3) year period, provided it is not part of a formalized continuing action.

6.4 Citizenship

The exercise of rights consistent with the Statutes and the Constitution of the State of Washington and the Constitution of the United States, shall not be grounds for disciplining or discriminating against Employees. It is appropriate for Employees to exercise full political rights and responsibilities outside contracted hours. Such rights include, but are not limited to, voting, discussing political issues, campaigning for candidates, and running for public office.

6.5 Academic Freedom

Academic and professional freedom is essential to education and to the teaching profession. Academic freedom guarantees the right of the Employee to explore, present and discuss divergent points of view in the quest for knowledge and truth. This goal can only be accomplished in an atmosphere in which inquiry and learning are encouraged.

The educational process involves elements of creativity, innovation and spontaneity. Within this process, regular curricular materials used in studying problems of a controversial nature shall be from authorized sources or by permission granted by administrative authority and may reflect a diversity of views and expressions of opinion. The Employee shall be responsible for exercising their own professional judgment when utilizing student material or when responding spontaneously, and is free to express their opinion on such subjects, but not free to teach their opinion as fact.

The paramount consideration shall be concern for the welfare, growth and maturity of students.

6.6 Rights of Due Process

Employees are entitled to the same rights of due process as are other citizens under both Federal and Washington State Constitutions and Statutes. Employees have the following rights relative to discipline:

6.6.1 The right to have a witness present at any disciplinary interview or any interview the Employee reasonably believes might be disciplinary in nature.

6.6.1.1 If the Employee desires to have a witness the interview will be delayed until said witness is present, but the interview may be rescheduled for a time within five (5) days by the administrator and it shall be the responsibility of the Employee to have their witness present as long as the interview is rescheduled for a reasonable time and held within five (5) days.

6.6.1.2 The supervisor may either discontinue the action or pursue it through other established avenues if the supervisor decides they do not want to pursue said action in front of witnesses.

6.6.2 The right to know in advance the nature of any formal conference or hearing called involving discipline.

6.6.3 The right to have any formal charges made in writing, signed and dated.

6.6.4 The right to have all officially documented information that will be referred to regarding any formal charges made available to the Employee, upon request and prior to any hearings.

6.6.5 The right to contest any evidence presented.

6.6.6 The right to grieve any disciplinary action except dismissal, non-renewal and adverse effect or to appeal to a court of law when and if applicable.

6.6.7 The right to have the District follow a course of progressive discipline from a verbal warning(s) on to more serious action up to and including discharge. There may be unusual circumstances where the situation is of an extreme nature demanding immediate action, therefore, progressive discipline or action is not indicated and/or within the District's legal options.

6.6.8 The right to not be dismissed or have contract status adversely affected except for cause and in accordance with appropriate statutory provisions. The dismissal and/or adverse effect on contract status of provisional Employees

will also be in accordance with the governing statutes.

6.7 Responsibilities of Employees

6.7.1 All Employees should become familiar with and act in accordance with Washington Administrative Codes (WACs) Chapter 180-44 which speaks to the responsibility and duties of Certificated Employees.

6.7.2 The District shall hold building level meetings for Employees concerning these and other applicable state rules and regulations.

These meetings shall be held during the first 30 days of school at no cost to the Employees or the Association. Copies of all the discussed rules and regulations shall be made available to all Employees.

6.7.3 Discretion should be used by all employees in making classroom visitations during instruction time to minimize and, where possible, to avoid disruption of the instructional program and/or work assignment of either the visitor or visitee. Employees generally prefer advance notice prior to visitations. Visits other than those involving regular collegial work must be approved by the building or program administrator.

6.8 Payment

6.8.1 All full-time Employees shall be paid in 12 monthly installments. Employees shall have the choice of payroll checks or direct electronic payroll deposit. Any Employee wishing to elect direct electronic payroll deposit in ensuing years may do so by notifying Payroll and submitting appropriate paperwork. Each check shall contain one-twelfth (1/12th) of the contracted salary. Less than full-time contracted Employees will be paid in prorated monthly installments.

6.8.2 Payroll checks or direct deposit earnings statements shall be made available to the Employees on the last work day of each month and shall be for that month.

6.8.3 Under unusual or emergency situations, Employees may request and receive a draw not to exceed an amount earned by and owed to an Employee for that month. Requests will be approved by the Superintendent or designee.

6.8.4 In the event of a mistake in payment resulting in underpayment, corrections shall be made on or before the next pay date, provided the Payroll Office has received timely notice. In any event, the adjustment shall be made on the pay date next succeeding notice by the Employee. When an overpayment is made, one (1) pay period must be paid at the Employee's full correct rate before repayment deductions can be taken from the Employee's check. Cumulative errors shall be corrected at the rate they have accumulated, provided the

Employee has sufficient months of employment remaining.

- 6.8.5 The District will carefully monitor salary classifications, computations for pay periods and other related matters in order to identify early any under or over payment situations and to prevent delayed claims.

6.9 General Work Schedule Provisions

- 6.9.1 Under state and federal law, certificated employees are exempt, non-standard work week employees.

- 6.9.2 A regular day's work shall include a minimum of seven (7) hours on-site, performing assigned duties, exclusive of 30 continuous minutes for a duty-free lunch break.

6.9.3 Staff Meetings

The frequency of general staff meetings and other mutually determined meetings during the year shall be kept to a minimum number that is sufficient to assure ample opportunity for all staff to contribute to a quality educational program. It is understood that mutual planning between administration and staff is a requisite for determining meeting content and format that meet building and district needs. To this end, ample opportunity will be provided employees to participate in the meeting planning process. It is fundamental that, as professionals, it is not appropriate to exercise independent discretion to determine whether or not to participate in these activities.

6.9.4 Student Instruction Time

The length of the student instructional day may never be less than State minimums. The District will maintain a consistent amount of daily instructional time at each building. There may be limited deviations to the established standard based on a building-level decision developed with full involvement of the Employees and upon approval from the Department of Learning and Teaching.

- 6.9.5 Employees shall use their day for:

- 6.9.5.1 Planning and preparing for their assignments.

- 6.9.5.2 Working with students.

- 6.9.5.3 Evaluating pupil progress and discussing with their colleagues the effectiveness of their own planning and implementation of their plans.

6.9.5.4 Reporting their evaluations of pupil progress to the administration and, at the appropriate time of the year, to parents.

6.9.5.5 Assuming their legal professional responsibilities for the education, health, safety, and welfare of their students.

6.10 Work Day and Work Year

6.10.1 On-site shall be defined as the places where an Employee performs their professional duties. It may be a particular school where they are assigned and it may be other locations as dictated by the necessities of the job being performed.

6.10.2 Employees will not be assigned the following:

6.10.2.1 Activity supervision for which stipends are offered including chaperoning of evening dances;

6.10.2.2 Elementary bus loading, and bus and school patrol duties for which stipends are offered;

6.10.2.3 Custodian and secretarial duties normally performed by classified employees; and

6.10.2.4 Crowd control and admissions supervision where stipends are offered.

The District does not intend to increase responsibilities of Employees in the areas noted above during this Contract.

6.10.2.5 Employees will not be assigned substitute duty as building level administrator.

6.10.2.6 The on-site work day will be continuous, with the exception of no more than two (2) school-wide evening events e.g. typically one fall event and one spring event or high school graduation. No evening or weekend mandatory assignments as part of the work day/week are required. On-site work day/hour requirements may be waived for off-site Employee activities.

6.10.2.7 Elementary recess will be scheduled daily for fifteen (15) minutes, Monday through Friday.

6.10.2.8 Appendix D of this Contract contains a work year calendar for the current work year, and a planning calendar that has been negotiated for Employee, District, and community planning

purposes for the following year.

Each year the Association and the District will negotiate a work calendar for the current year and a planning calendar for the following year. The planning calendar will contain the starting date for teachers and for students, the dates for winter breaks and spring break, and the last student day for the school year. The intent of the Association and the District is to have a work calendar for the current school year plus a planning calendar for the following school year. Once the Contract expires, the planning calendar is not in effect until a new Contract is ratified.

6.10.2.9 Early Dismissal

Employees shall be allowed to leave their respective buildings immediately after the close of school prior to Thanksgiving, winter breaks and spring break providing they have allowed for an opportunity for parent and/or student conferences and there are none.

6.11 High School Advisory

The District and the Association believe that an advisory period provides the opportunity for staff to support students, academically and socially. High schools may choose to use advisory time to focus on activities that support Culminating Project, College and Career Readiness, On Time Graduation, Academic Intervention, Progress Monitoring, Enrichment Activities, Peer Mentoring, Relationship Building between staff and students, or other activities determined by the building decision making process.

Total time set aside for advisory should not exceed 90 minutes per month on average. Schools seeking to meet for more than ninety minutes per month must seek approval using the advisory waiver template (form included in Appendix E). For advisory waivers to be approved for first semester, the waiver process must be completed and submitted to the District and the Association by April 1 of the previous year. For second semester, the advisory waiver process must be completed and submitted to the RSD and REA by November 1. Such waivers may be approved for up to two years.

6.12 Professional Learning Communities

The Association and the District have agreed to the recommendations of the Joint REA-RSD Collaboration Time Task Force to provide collaborative time for professional learning communities within the contractual work day. The purpose of the collaborative time and guidelines for use and decision of the time are set forth below.

In support of the need for collaborative staff time, the District and the Association agreed

to ninety (90)-minute delayed start events (student late arrivals) scheduled on Fridays, excluding elementary fall conference week. The events are divided to support individual Conference, Assessment and Planning (CAP/Yellow) time, to support the building professional development (PD/Green) time, and the remainder to provide professional learning community collaborative team time (PLC/Pink) as follows:

When there are 31 late start Fridays: 8 green, 8 yellow, 15 pink

When there are 32 late start Fridays: 8 green, 8 yellow, 16 pink

When there are 33 late start Fridays: 9 green, 9 yellow, 15 pink

When there are 34 late start Fridays: 9 green, 9 yellow, 16 pink

6.12.1 Definitions

Conference, Assessment and Planning (CAP/Yellow) means individually directed time for on-site conference, assessment and planning activities. No meetings or events shall be scheduled during these events.

Building Professional Development (PD/Green) means time for collaboratively planned building professional development activities.

Professional Learning Communities (PLC/Pink) means time for teacher directed collaboratively planned time for team activities (not individual) focused on the four (4) essential questions addressing student achievement and building professional learning communities.

6.12.2 PLC Values

The District and the Association believe effective collaboration focused on improved learning for all students is a significant part of continuous improvement of professional practice. We believe this time should be meaningful and relevant to staff.

Further, the District and the Association believe collaboration opportunities that allow staff to consistently work together decreases staff isolation, builds supportive learning environments, and leads to highly functional and effective learning teams.

6.12.3 PLC Purpose and Essential Questions

The purpose of delayed start PLC time (Pink Days) is to allow for collaboration among staff to increase student learning through improved instructional practice developed through collaborative planning and reflection. Activities will be focused on applying the four essential questions supporting student

learning.

6.12.3.1 What is it we want our students to know?

6.12.3.2 How will we know if our students are learning?

6.12.3.3 How will we respond when students do not learn?

6.12.3.4 How will we enrich and extend the learning for students who are proficient?

6.12.4 PLC Criteria and Guidelines

6.12.4.1 Everyone must be in a group. PLC time is not to be used for CAP time.

6.12.4.2 PLCs consist of staff members who share an instructional focus which may include staff from other bargaining units when appropriate.

6.12.4.3 Individual staff members will select the PLC(s) in which they affiliate. Groups include, but are not limited to: elementary grade level, specialist groups, secondary subject specific department or team groups, singleton electives, inter-hill, articulation (middle and high school).

6.12.4.4 Staff members may participate in more than one PLC, recognizing that effective PLCs require continuity.

6.12.4.5 PLC work is determined by the team itself, guided by the four questions.

6.12.4.6 PLCs must meet at a District site; staff members should inform their principal if they are meeting away from their assigned building.

6.12.4.7 PLCs are supported by principals and others with the intent of meetings being open and designed for sharing of information.

6.12.4.8 PLCs communicate to the building about their activities with the principal, including (no specific form required):

A. School and team (grade level, department, etc.)

B. Meeting date

C. Attendees and note taker

- D. A summary of the topics discussed, conclusions drawn, actions to be taken, by whom, and when required
- E. Focus on the four PLC questions

6.12.4.9 Delayed starts are part of base contract time and attendance is required.

6.12.5 PLC Alternate Schedule

Employees in a PLC will have the option to schedule PLC meetings at mutually agreed upon times with PLC colleagues to provide timely and relevant PLC meetings. The total time of these alternatively scheduled PLCs will be equivalent to the amount of time in the Late Start PLCs. PLCs participating in this option must provide a PLC Alternate Schedule Application to the principal and all members of the PLC must agree to this option. This is subject to principal/evaluator approval. Options may include:

- A. Meeting once every week for approximately 45 minutes instead of meeting on Pink Fridays, for a total equivalent to the total amount of time in the Late Start PLC days.
- B. Meeting once every other week for approximately 45 continuous minutes and meeting for 45 minutes on every Pink Friday, for a total equivalent to the total amount of time in the Late Start PLC days.
- C. PLC Teams are welcome to propose other options that work for all members of the team and better meet the collaboration needs of the team.

6.12.6 Singletons and Specialists

For staff members who are singletons, specialists, or assigned to multiple buildings, the PLC structure may need to be adjusted to meet their respective needs. Differentiation may occur in various ways:

- 6.12.6.1 Staff may be part of an appropriate PLC of their choice within their building
- 6.12.6.2 Staff could form a PLC with staff from other buildings based on instructional focus
- 6.12.6.3 Staff could form a PLC focusing on topics other than specific curriculum, e.g. high yield strategies, classroom management, etc.

In some cases, it may be more appropriate for staff to use a combination of

these options.

In cases where cross-curricular/building meetings are not appropriate, staff should work with their supervisors to develop a PLC plan that enhances the staff member's professional practice, with attention to the four essential questions. Specific goals and objectives should be outlined and specific activities should be collaboratively developed.

6.12.7 Support for PLCs

Support is available from building and central office administrators, and others. Successful PLC work and support rests on a foundation of mutual trust and inquiry. Participation by Administrators, Instructional Facilitators and Deans of Students should be primarily focused on professional development and support.

The following guidelines are intended to facilitate this success:

6.12.7.1 Support PLCs with encouragement, ideas, and suggestions

6.12.7.2 Provide resources and opportunities to support PLC work

6.12.7.3 Sponsor opportunities for PLCs to reflect and share work with colleagues

6.12.7.4 If a PLC cannot decide use of collaborative time, seek assistance from the building leadership team, principal, facilitator, or other colleagues.

6.12.8 Up to one (1) PD/Green day for one (1) CAP/Yellow day may be traded, approved by an 80% secret ballot vote of REA members. PLC/Pink days may not be traded.

6.12.9 Up to one (1) PD/Green day may be changed to (1) PLC/Pink day, approved by an 80% secret ballot vote of REA members.

6.12.10 Historical Note: Delayed Starts

Prior to 2007, the negotiated calendar contained four (4) half-day early dismissals for building based professional development and two (2) half days for individual conference, assessment and planning. In 2007-2008, these six (6) half days were converted to delayed starts. In addition, ten (10) minutes per day were added in the instructional day, taken from the thirty (30) minute before and after school time (reducing the before and after time to twenty-five (25) minutes each) in order to maintain state required instructional time. This newly added instructional time, plus the former six (6) half-days, resulted

in the thirty-one (31) delayed start events. The apportionment of delayed starts resulted from the conversion of half-days and the recognition of the loss of conference and planning time on delayed start days. The remaining events became the collaborative team time days. High schools added an extra two (2) instructional minutes per day in order to add the three (3) late arrival days for semester-end testing.

6.13 Conference and Planning

- 6.13.1 The primary purpose of conference and planning time is for the individual teacher to prepare, to plan, and to confer with students, parents or guardians, or other staff. However, occasionally conference and planning time may also be used for period conferences, departmental meetings, parent conferences, grade level meetings, other cooperative staff planning, in-service training and workshops.
- 6.13.2 All Employees shall be entitled to conference and planning time within each work day. Delayed start conference and planning time shall be equitably reduced to the extent possible. Early learning employees at Meadow Crest shall receive the equivalent amount of non-student instructional time as elementary employees on a weekly basis.
- 6.13.3 Full-time Employees at middle schools and high schools shall continue to have one (1) regular class period per day scheduled for conference and planning.
- 6.13.4 Full-time elementary level teachers shall be provided four (4), 45 minute periods, Monday through Thursday, exclusive of recesses and the twenty-five (25) minutes before and the twenty-five (25) minutes after the student day, as special scheduled periods for conference and planning time. Delayed start Friday conference and planning shall be 35 minutes.
- 6.13.5 K-12 Employees contracted on a part-time basis will receive conference and planning time, and twenty-five (25) minutes before and after the student day, on the same proportion as their teaching contract.
- 6.13.6 All other full-time K-12 Employees shall have 45 continuous minutes daily for conference and planning time. How the 45 continuous minutes per day are to be scheduled will be determined annually by the building or program supervisor after appropriate staff involvement. For pre-school conference and planning, at a minimum, employees shall have the weekly equivalent to all elementary employees.
- 6.13.7 Any deviation from this section shall be subject to the waiver process set forth in Section 3.7.

6.14 Staff Facilities

6.14.1 Each work location will have available for each Employee the following:

6.14.1.1 Convenient storage space for instructional materials and supplies;

6.14.1.2 A work area for the preparation of instructional materials;

6.14.1.3 A serviceable desk or table, computer, phone, chair and a file cabinet or filing space, and large flat storage area for the kindergarten and primary grades;

6.14.1.4 Parking for Employees;

6.14.1.5 A locking area or a place with assurance of security for convenient storage of personal valuables.

6.14.2 Each work location will have available for Employees:

6.14.2.1 A furnished staff lounge and dining area; and

6.14.2.2 P/K-12 Employee restrooms separate from student restrooms.

6.14.3 The District accepts the responsibility for maintaining plant facilities such as fixtures, lights, plumbing, existing heating and cooling systems, student and teacher work stations, and other facilities required or furnished Employees for the performance of their assigned tasks. Employees should assume the responsibility of reporting equipment and facilities which need repair. The Employee shall utilize regular administrative channels in identifying and seeking adjustment to any deficient plant facilities.

6.14.4 The District and the Association recognize the value of access to telephone and network services to maintain regular contact with parents/guardians and to maintain a safe and secure environment for teachers and students. To that end, the District and the Association acknowledge that the District will provide telephone and network services in each classroom. The District and the Association further acknowledge that temporary classrooms, capital construction and remodeling projects may from time to time disrupt the established district telephone and network services. The District and the Association agree to jointly discuss and establish alternate means of communication, e.g., cellular phones, radios, etc. during such temporary disruptions to maintain the necessary parent/guardian contact and the safe and secure work environment.

6.15 Non-Professional Duties

It is generally accepted that decisions pertaining to the performance of non-teaching duties should be a matter of mutual concern between the faculty and the principal of each building. It is agreed that non-certificated and voluntary personnel may be utilized as much as possible in the performance of these non-teaching duties, thereby allowing certificated personnel greater effectiveness in performing classroom related duties.

6.16 Personal Vehicle Use

6.16.1 Employees shall not be required to drive students to activities which take place away from the school building. They may do so voluntarily only with the advance approval of their principal or immediate supervisor and shall be compensated at the maximum Federal Internal Revenue Service allowance for tax purposes. Should the Internal Revenue Service increase its allowance above the current rate, the District agrees to increase the travel allowance accordingly. Employees using their own automobile must have bodily injury and property damage liability insurance. In such event, they shall be relieved of all personal liability by the District for any accident which may occur in connection with such trip, provided that the District shall not be obligated to assume any costs of judgments held against the Employee when such damages are proved to be due to the Employee's willful negligence or criminal act as determined by a court of law.

6.16.2 The District will also provide reimbursement at the above rate for authorized and properly certified travel necessary to the performance of assigned duties. Such travel is from school site to school site or outside the District to approved locations. Reimbursement does not include travel from home to the first job stop of the day and from the last job stop of the day to home. Claims for reimbursement will be prepared and submitted in accordance with current District procedures to the appropriate administrator.

6.16.3 No Employee shall drive any District vehicle which is not in a safe and legal operating condition. In the event the Employee should discover a vehicle to be defective, they should immediately notify their supervisor and/or the District maintenance mechanic.

6.17 Controversial Issues

6.17.1 A controversial issue is any topic on which significant differences of opinion exist within the community.

6.17.2 Classroom study of controversial issues relevant to curricular objectives and appropriate to student maturity levels is to be encouraged.

6.17.3 The presentation and discussion of controversial issues should be on an informative basis and the students should have the opportunity to find, collect

and assemble materials on the subject; to interpret the data without prejudice; to reconsider assumptions and to reach their own conclusions. Within the framework of the curriculum matter under study, the Employee may express their personal opinion on controversial issues, provided that they clearly indicate that it is their personal opinion. The development of a student's ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighed and relationships seen before drawing inferences or conclusions is one of the most valuable outcomes of a free educational system.

- 6.17.4 The right to teach controversial issues carries with it the responsibility to explore the various sides and aspects of an issue utilizing suitable materials that are available.
- 6.17.5 In exploring controversial issues, the Employee has the right and the responsibility to teach pupils to be willing to take a stand on questions which citizens must decide, yet maintain an attitude of open mindedness toward new facts which may lead to new conclusions, guide the students toward their development into responsible and participating members of our American democratic society, and to decide whether or not a controversial issue which has arisen spontaneously shall become a matter of further discussion.

6.18 Liability Insurance and Employee Protection

- 6.18.1 The District shall provide comprehensive liability insurance that will hold harmless and defend, as agents of the District, each Employee of the District from claims for damages caused or alleged to have been caused in whole or in part by the Employee while performing their duties in the District. An Employee may, at all times, use such force as is necessary to protect themselves, another Employee, or a student from attack, physical abuse or injury. Provided that the District's insurer and/or the District shall not be obligated to assume any costs or judgments held against the Employee when such damages are proved to be due to the Employee's willful negligence or criminal act as determined by a court of law.
- 6.18.2 Specification for Certificated staff coverages in the District's liability policy shall be subject to the provisions of RCW 28A.400.350 as amended.
- 6.18.3 Any case of assault upon an Employee shall be promptly reported to the appropriate law enforcement agency and the Board. The District will fully investigate the assault and take appropriate disciplinary action within its statutory power. The District will advise the Employee regarding procedures for pressing criminal and civil damages.
- 6.18.4 The District agrees to adopt such methods as it and its insurance carrier may

deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The Association agrees that it will support and assist the District and the insurance company in their efforts to be informed and to correct safety and health hazards and deficiencies.

6.18.5 The District or its insurer shall reimburse any Employee for any certified loss of or damage to personal property necessarily used in an instructional program, subject to the following limitations:

6.18.5.1 Reimbursement shall be first-dollar losses up to a limit of \$75.00.

6.18.5.2 There shall be no reimbursement for loss of cash.

6.18.5.3 The personal property shall have previously been registered with the District.

6.18.5.4 The Employee must exhaust their own insurance possibilities before being eligible for reimbursement under this section.

6.18.5.5 There must be filed through the Employee's immediate supervisor within 20 days after the damage or loss, a claim for reimbursement.

6.18.6 The District shall provide malpractice insurance for psychologists, social workers, nurses, occupational therapists, physical therapists, and communication disorder specialists.

6.18.7 The District or its insurer shall reimburse any Employee for any certified loss or damage to the Employee's personal vehicles used in the course of duty when such loss or damage is willfully and maliciously inflicted by persons on or off school premises while the Employee is on duty, subject to the following conditions:

6.18.17.1 The automobile is parked in an approved area and locked, and/or the Employee is employed in District matters.

6.18.17.2 There must be filed through the Employee's immediate supervisor within ten (10) days after the damage or loss a claim for reimbursement.

6.18.17.3 The Employee must file a security report (and a police report, if needed) regarding the loss or damage.

6.18.17.4 Reimbursement shall be first dollar losses up to the limit of \$300.00.

The annual limit for this provision shall be \$1,500.

6.19 Individual Employee Contract

- 6.19.1 The District shall make with each Employee employed by it a written Contract, which shall be in conformity with the laws of this state and terms and conditions of this Contract and when Collective Bargaining has not been completed covering the period of the Employee Contract a rider will be attached specifying that the Employee Contract will be appropriately adjusted.
- 6.19.2 Certificated Employees hired for a year or less by the District to replace Employees who have been granted official District leaves shall be contracted not to exceed one (1) year in accordance with RCW 28A.405.900 and shall receive full fringe benefits. Upon application for regular contract status, they shall receive consideration through the selection and assignment policy of the District.
- 6.19.3 Employees who are employed for summer teaching will be offered a supplemental contract. Employees teaching under supplemental contracts during the summer may utilize any of their accumulated sick leave or emergency leave during the summer session. Employees paid hourly at per diem rate, to include conference and planning.

6.20 Substitute Requests

The District recognizes the Employee as the major individual initiating requests for specific substitutes.

When an Employee is in need of a substitute, they may request that a specific substitute be provided by the District. Such requests will be considered by the District and some of the factors which determine the District's decision in granting such a request are:

- 6.20.1 The substitute's name is on the District-approved list.
- 6.20.2 The substitute is available for such assignment.
- 6.20.3 The assignment is acceptable to the substitute.
- 6.20.4 The substitute has proper credentials for the assignment.
- 6.20.5 The assignment is a suitable assignment for the specific substitute requested.

The District reserves the unequivocal right to exercise its authority as it deems appropriate regarding the selection and assignment of substitutes and/or their withdrawal from the District's approved pool of substitutes.

6.21 New Employee Orientation Material

At the time of employment, each new Employee shall receive the following materials as part of orientation to the District:

- 6.21.1 The Individual Employee Contract.
- 6.21.2 A copy of the current Certificated Employee Salary Schedule.
- 6.21.3 A copy of the current Professional Contract between the District and the Association.
- 6.21.4 A current copy of an Employee insurance program booklet.

6.22 Employee Effectiveness Program

- 6.22.1 The District will provide an Employee Effectiveness Program (EEP) for the Employee and their family members. The EEP shall provide for confidential counseling services within the provider's service contract guidelines.

The primary focus of the program will be to assist employees in locating and utilizing available resources to achieve and maintain maximum wellness.

- 6.22.2 The Employee Effectiveness Program Advisory Committee shall include Employee representation.

The District will not make material alterations to the program offered without first consulting with the Employee Effectiveness Program Advisory Committee.

6.23 Sexual Harassment

- 6.23.1 The District is committed to provide a work environment which is free of sexual harassment. The parties shall abide by the District policies prohibiting discrimination, sexual harassment and hostile work environment.
- 6.23.2 The District shall make public notification of its policies prohibiting sexual harassment.
- 6.23.3 For purposes of this provision, sexual harassment is defined as deliberate and repeated sexual advances made within the work setting in a manner which is understood to affect, influence, or interfere with the career, salary, job performance or employment of another employee.
- 6.23.4 Sexually harassing conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

- 6.23.5 The complainant should let the offender know firmly and clearly that such advances are unwelcome and that they must not continue.
- 6.23.6 Employees who allege sexual harassment must make such concern known to their immediate supervisor, or next higher level of supervision, or Human Resources.
- 6.23.7 An employee who engages in such behavior is in violation of Title VII of the Civil Rights Act and this provision and is subject to administrative disciplinary action.
- 6.23.8 Human Resources shall be responsible for compliance efforts and monitoring concerns arising under this provision.
- 6.23.9 Individual supervisors shall be responsible for implementation of this provision within their program area.
- 6.23.10 Resolution Process: The process detailed below is to be used in seeking resolution for complaints of sexual harassment: (see also Board Policy 5005, 5006)
 - 6.23.10.1 The District shall provide employees with an opportunity to raise, and seek timely resolution of, complaints of sexual harassment.
 - 6.23.10.2 A complainant must first make effort to resolve the complaint informally through their immediate supervisor or next higher level supervisor.
 - 6.23.10.3 If the informal procedure fails to provide an acceptable solution, the complainant may file a specific complaint with their immediate supervisor or next higher-level supervisor. Such complaint must be filed within thirty (30) days of the last occurrence of alleged sexual harassment. The complaint must set forth in writing on the appropriate District form the specific acts or circumstances alleged to be in violation of this provision. The responding supervisor and the Human Resources designate shall be responsible to investigate the allegations set forth, and, if appropriate, provide corrective action. Following completion of the investigation, the responding supervisor shall provide for a timely conference with the complainant to review findings and, if appropriate, corrective action.

6.24 Job Sharing

In filling an open position, the District shall consider applications from two (2) individuals wishing to share the position. Job openings shall contain a statement indicating the

District will accept applications from individuals wishing to share the position. The Association recognizes that selection for positions is the sole purview of the District, and is not subject to review under the grievance provisions of Article XII.

6.25 One-Year Contracts

Certificated staff hired on one-year contracts under RCW 28A.405.900 shall not possess nor accrue seniority for purposes of Article X, Transfer and Assignment nor Article XIV, Retention, Layoff and Recall. Salary Schedule placement for purposes of Article XIII, Compensation, shall be in accordance with the State placement rules.

6.26 Retire-Rehire Employees

6.26.1 Positions filled by a retired employee shall be considered vacant at the end of the school year, and available for placement under the Transfer and Assignment provisions of Article XI, and for posting and interview under the district selection procedures. Incumbent retired employees are eligible to reapply and be considered for the vacant position, in accordance with the regular district selection procedures. Appointment of a retired employee to open positions is not permitted.

6.26.2 Bargaining unit positions eligible for stipends, as listed in Appendix C, may not be filled by a retired employee, unless no other qualified certificated employee in the work location or site has expressed interest in the position. In the event that one or more employees at the work location or site express interest in the position, the position shall be posted in the building or site, subject to interview and filled in accordance with district selection procedures.

**ARTICLE VII
LEAVES**

7.1 Conditions

Leaves will be granted, provided that:

- 7.1.1 Applications for leaves are appropriately presented.
- 7.1.2 The Employee has met the requirements of the particular leave requested.
- 7.1.3 The Employee requests the leave in accordance with District policy, rules and regulations and the terms of the existing Contract.
- 7.1.4 Unless provided for elsewhere in this Contract or District policy, time spent on leaves does not qualify for salary placement purposes including the career step.
- 7.1.5 Employees using any of the authorized leaves will have salary deductions made in accordance with the appropriate District policy and the terms of this Contract.
- 7.1.6 In the case of Employees who have exhausted leave benefits under the conditions of the applicable leave category and have not been allocated additional days by the District, a full, pro-rata deduction will be made for all additional days taken.

7.2. Annual Sick Leave Allowance

- 7.2.1 Twelve (12) days sick leave shall be granted each year to full-time employees for absence due to illness, injury, and emergencies. Such sick leave shall be available to (a) care for a child of the Employee under the age of eighteen (18) with a health condition that requires treatment or supervision or (b) a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned (RCW 49.12.270). Such leave shall be applied on the first work day of the contracted year. Six (6) of these days may be used for emergency hardship leaves as defined and provided for in Section 7.2.3 (Emergency-Hardship Leave).
- 7.2.2 Employees contracted for less than a full year shall be allowed a proportionate number of sick leave days.
- 7.2.3 Leave provided in this section not taken shall accumulate from year to year up to a maximum of 180 days. Such accumulated time may be taken at any time during the school year (or up to 12 days per year may be used for the purpose

of payments of unused sick leave). Employees having accumulated more than 180 days shall be allowed to use those days as prescribed by OSPI rules, regulations, or guidelines.

7.2.4 Accumulated sick leave is transferable to and from districts within the State, as provided under RCW 28A.400.300.

7.2.5 Although Employees are encouraged to use their sick leave only for permissible absences, acquiring and maintaining an accumulated reserve of unused sick leave days is prudent, as it will provide a critically important resource in case of unforeseen future needs.

7.2.6 A school district Attendance Incentive Program will be provided eligible employees in the following manner:

7.2.6.1 In January of the year following any year which a minimum of 60 days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of 60 days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. No employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

7.2.6.2 At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate may elect to receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury.

7.2.6.3 Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

7.3 Emergency Hardship Leave

7.3.1 Six (6) days emergency hardship non-cumulative leave per year, deductible from the annual twelve (12) days of sick leave granted to full-time Employees, will be available to each Employee who qualifies for such leave.

7.3.2 Situations for which emergency hardship leave is used must be an emergency hardship situation suddenly precipitated or must be of such a nature that preplanning or rescheduling is not possible or such that preplanning or rescheduling could not eliminate the need for such leave.

Some examples of situations that qualify for emergency hardship leave are:

7.3.2.1 Illness in the immediate family not covered under Article VII, Section 7.2.1.

7.3.2.2 Legal affairs or business obligations that are of an emergent nature and cannot be conducted at another time.

7.3.2.3 Threat to or damage of an Employee's property such as a result of flooding, severe storm, or fire, earthquake, volcano, or act of God.

7.3.2.4 Inclement weather prevents an employee from reporting to work.

7.3.2.5 Funeral not covered by bereavement leave.

7.3.2.6 For urgent search and rescue assistance.

7.3.2.7 For Employees whose religious affiliation requires observance of mandatory holy days on a day when schools are in session and during their working hours.

7.3.2.8 Automobile accidents when Employees are in route to work.

7.4. Contractual Leave

Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities. It is the intention of the District and the Association that contractual leave is not paid vacation time for Employees but is provided to allow an Employee to attend to matters of personal importance. Contractual leave shall not be cumulative.

Contractual leave may be used at the discretion of the Employee. The days requested may not be used to extend a scheduled break or holiday and may not be taken the first five (5) days or the last five (5) days of the student calendar (restricted use days), subject to the provisions set forth in Section 7.4.3.2.

Options under contractual leaves are as follows:

7.4.1 Special Leave: Two (2) days - Sick Leave Deduct

7.4.1.1 An Employee shall notify their supervisor of the intent to take

special leave at least two (2) work days prior to the leave, unless compelled otherwise by emergency, in which case, the employee should provide as much notice as possible.

7.4.1.2 An Employee shall enter the absence into the District's substitute management system at least two (2) work days prior to taking the special leave.

7.4.2 Personal Leave: Three (3) Days (No Deduct)

7.4.2.1 An Employee shall notify their supervisor of the intent to take personal leave at least two (2) work days prior to the leave, unless compelled otherwise by emergency, in which case, the employee should provide as much notice as possible.

7.4.2.2 An Employee shall enter the absence into the District's substitute management system at least two (2) work days prior to taking the personal leave.

7.4.2.3 The Association and the District believe that the employees who do not use Personal Leave deserve recognition for the educational value afforded by their consistent and regular attendance. Employees who do not use Personal Leave days are eligible for \$50.00 per full day (7.0 hours for 1.0 FTE) for non-use, up to \$150.00.

7.4.2.4 This leave is not intended to extend sick leave.

7.4.3 Restricted Day Usage

7.4.3.1 Ten (10) slots are available for employees to use one day per contract year prior to or after breaks or holidays on a first come, first serve basis.

7.4.3.2 Should all slots be taken, requests for special consideration for restricted use will be considered if they are received by the Assistant Superintendent of Human Resources ten (10) days prior to the day being requested.

The Assistant Superintendent of Human Resources will consider the supporting reasons offered by the Employee in determining whether the day(s) in question will be granted. The general criteria for such exception will be whether supporting reasons indicate a serious need or obligation worthy of granting release from contractual responsibilities. Serious obligations would not include matters of convenience such as accommodating travel or vacation plans.

7.5 Family and Medical Leave (FMLA)

7.5.1 Employees may qualify for up to twelve (12) weeks of job-protected leave for certain family members and for personal medical reasons. To be eligible for consideration, an employee must have worked within the district for at least one (1) year prior and for 1,250 hours over the previous twelve (12) months. Leave may be taken for any of the following reasons:

7.5.1.1 For a serious health condition that renders the employee unable to perform the essential function of their job.

7.5.1.2 To care for a child after birth or placement with the employee for adoption or foster care.

7.5.1.3 To care for a spouse, child, or parent who has a serious health condition.

7.5.2 Family and Medical Leave may be taken intermittently or on a reduced hours schedule if such leave is medically necessary due to a serious health condition of the employee, employee's parent, spouse or child.

7.5.3 Family and Medical Leave is generally without pay, unless the reason(s) for leave qualifies for sick leave coverage, in which case, the employee may, at their option, use accumulated sick leave for the Family and Medical Leave.

7.5.4 Additional unpaid leave may be available. Contact Human Resources.

7.5.5 For eligibility coverage, process and procedures, contact Human Resources.

7.6 Illness/Injury/Disability Leave

7.6.1 Request for leave for the period of illness, injury or disability shall be made in writing to the Board through the Superintendent or designee as early as possible. The exact date the leave is to begin and end will be determined jointly by the Employee and the Superintendent or designee.

7.6.2 Accrued sick leave benefits may be used when the Employee is unable to report for duty for the period of disability due to illness, injury or disability.

7.6.3 Such leave shall commence when the Employee is no longer capable of performing the duties of the employee's job and concludes when the employee is capable of resuming those duties.

7.6.4 Upon returning, the Employee will be assigned to the position held before the leave or to an equivalent position with at least equivalent compensation.

7.6.5 A shorter or longer leave than specified will be granted if the Employee submits such a request in writing supported by the personal physician's statement that the Employee's health justified the request, or if the Employee and the District agree to a longer leave to their mutual advantage. If, at the time specified for return to active employment, the Employee is unable to return for disability reasons as supported by the physician's affidavit, additional leave will be granted to the extent medically necessary.

7.7 Adoption Leave

Employees adopting a child may use the employee's accumulated sick leave, for the following purposes: travel to receive child, required observations with child, and court and legal procedures to complete adoption process. Extended child care leave may be taken under Family Medical Leave provisions and/or under extended leaves. Contact Human Resources.

7.8 Child Care Leave

7.8.1 Additional, unpaid child care leave will be granted to the parent upon proper application for the balance of the academic year, which includes the period of disability or adoption for the balance of the year and the following academic year when the period of pregnancy disability ends within the fourth quarter or the following academic year when the period of maternity disability ends during the summer break. When approved, such leave shall be without pay and benefits, except as otherwise provided herein. See also FMLA Leave.

7.8.2 Minimal disruption of the instructional program will be considered when granting child care leave.

7.8.3 An Employee on child care leave may elect to continue their medical or dental insurance coverage program during the period of the leave, provided such participation is approved by the insurance carrier and that the Employee pays the full monthly insurance premium in advance.

7.8.4 While on childcare leave the Employee may request an earlier return to active employment than indicated. Details of such a return would be worked out with the Superintendent or designee.

7.8.5 Two (2) weeks prior to the agreed upon ending date of the leave, the Employee shall notify the Superintendent or designee in writing of intent to (1) return to duty; (2) request extension of leave; (3) resign.

7.8.6 Employees granted leave under this policy will be subject to the same Assignment and Transfer and Retention, Layoff and Recall provisions as other Employees during the duration of such leave.

7.9 Leave Sharing

- 7.9.1 Employees who are members of this bargaining unit may participate in the District Leave Sharing Program. Under the provisions of this program, the District shall receive and process requests noted herein.
- 7.9.2 An Employee who has an accrued sick leave balance of more than 22 days may request a transfer of a specified amount of sick leave to another Employee. In no event may such an Employee request a transfer of more than six (6) days of sick leave during the 12-month period of September 1 through August 31, or request a transfer that would result in their sick leave account going below 60 days.
- 7.9.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick Leave" form and submit it to the District.
- 7.9.4 An Employee shall be entitled to receive leave under this item if 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 and which has caused, or is likely to cause, the Employee to go on leave without pay status, or terminate employment.
- 7.9.5 An Employee needing leave days shall submit a "Request to Receive Sick Leave from Co-Workers" form to the District. In the event the Employee is unable to submit such written request, a designee may submit the request on behalf of the Employee.
- 7.9.6 An Employee receiving such leave sharing transfer must have depleted or will shortly deplete their accumulated sick leave.
- 7.9.7 The amount of leave which an Employee may receive shall be based on Employee request and/or their personal physician's judgment; however, an Employee shall not receive a total of more than one contractual year's worth of leave. An Employee who requests to receive sick leave must have a signed leave on file with the Human Resources for a time period not less than the amount of leave transfer requested.
- 7.9.8 While an Employee is on leave, they shall receive the same treatment in respect to salary, wages, and Employee benefits as the Employee would normally receive if using accrued sick leave.
- 7.9.9 Transfer of leave shall not exceed the donating Employee's requested amount.
- 7.9.10 The "Request to Transfer Sick Leave" forms shall be accepted by the District in the order received. When the maximum number of sick leave days needed is reached, the remaining forms shall be returned to the Employees.

7.9.11 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.

7.9.12 The value of any leave transferred which remains unused shall be returned at its original value at the end of each school year to the Employee or Employees who transferred the unused leave.

7.10 Bereavement Leave

7.10.1 Up to five (5) days, including travel time will be allowed for bereavement leave for spouse/partner, mother, father, child, siblings, mother-in-law, father-in-law, grandparents, grandchildren, or anyone the employee considers to be a parent or any relative residing in the employee's household.

7.10.2 Up to two (2) days leave for aunts, uncles, nephews, nieces, or anyone considered to be a part of the family or anyone not a relative who also resides in the home.

7.10.3 Extraordinary circumstances which require an exception may be referred to the Assistant Superintendent of Human Resources for consideration.

7.11 Military Leave

Military leaves are approved with restoration rights pursuant to federal and state statutes, including RCW 41.26.520; 48.40.060, 73.1.06 and Federal Uniformed Service Employment and Re-Employment Act, U.S.C 38; Ch. 43. Apply through the Human Resources.

7.12 Jury Duty

An Employee who is away from their duties because of jury duty, shall be paid for such time lost at their normal rate of pay. The Employee shall furnish the Superintendent or designee with a written statement from the Court or a personal notarized letter showing the days of jury duty and the amount of jury duty compensation they received.

The Employee shall report to work each day they are not actually assigned to jury duty; or are not requested to remain available for jury duty during the work day; or are not assigned to jury duty after reporting but are released in sufficient time to allow them to report for the second half of that Employee's work day.

7.13 Subpoena Leave

An Employee will be granted subpoena leave as may be required by the subpoena, and shall be paid their regular salary less any compensation received for their services, excluding transportation and per diem expenses, except when the Employee is the plaintiff or defendant in such action.

This exception shall not apply when the Employee is named as plaintiff, defendant or expert witness while in the performance of their duties.

The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis, in consultation with the Association President.

7.14 Worker's Compensation

7.14.1 The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job injury or illness will result in loss of income.

7.14.2 The Employee shall meet the requirements of the District and of the Industrial Insurance Laws of the State of Washington for receiving medical treatment and/or workers' compensation.

7.14.3 When injured on the job, the employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District and State insurance procedures. The employee must take the Providers Initial Report to the physician who treats the employee for the injury. A worker is entitled to workers' compensation if he/she has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness.

7.14.4 In addition to the minimum compensation required by law, which states the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury, the District will continue to pay the injured employee full wages up to a maximum of sixty (60) days following the on-the-job injury by paying the employee the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount of the employee's regular salary. Authorized absence for which the Employee is being paid workers' compensation will not be charged against an Employee's accumulated sick leave balance for up to 60 days.

7.14.5 Sixty-one (61) days following the original injury, the employee still receiving workers' compensation may elect to:

A. receive workers' compensation only in compliance with Industrial Insurance Laws of the State of Washington OR

B. use any accumulated sick leave. The District shall pay the employee an

amount equal to the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount of the employee's regular salary, to the limit of accumulated Sick Leave. A deduction shall be made from the employee's accumulated sick leave proportionate to the percent of time-loss paid to the employee by the District in excess of Washington State Industrial Insurance Law payments. In the event of any overpayment, the District shall make a correction thereof on a reasonable basis. After the exhaustion of accumulated sick leave, the employee will remain eligible for workers' compensation under the provisions of the Industrial Insurance Laws of the State of Washington.

- 7.14.6 The employee must notify Human Resources of any absences beyond the day the injury occurred.
- 7.14.7 The employee must have a physician's written authorization to return to work and shall return to regular duty when authorized to do so by a physician. The employee will return to a light duty position as authorized by a physician and when a light duty position is available. Upon the return to work, workers' compensation benefits for absence due to injury on-the-job shall cease. Medical treatment benefits may continue in accordance with the Industrial Insurance Laws of the State of Washington.
- 7.14.8 The District reserves the right to assign an alternate work assignment in coordination with and on the approval of the individual's physician or a District selected physician in cases of partial or temporary disability.
- 7.14.9 After sixty (60) days the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury.
- 7.14.10 Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.
- 7.14.11 Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. The District will pay employees their regular wages for absence due to medical treatment during the first sixty (60) days. Employees may use accumulated sick leave to cover absences for medical treatment after the first sixty (60) days following the day of the on-the-job injury. The District will pay all medical costs covered by the provisions of the law.

7.15 Attendance at the Legislature

If an Employee has a specific official written request from a Washington State legislative committee and the Association to give information to a committee meeting of the legislature, the Employee will be granted a leave of absence for one (1) day only. The Employee's request for such a leave of absence will be submitted to the Human Resources for approval and will include a copy of the official written request from the legislative committee and a written request by the Association. In the event the scheduled committee meeting or hearing, which is involved in the Employee request, is postponed or extended, upon written request, an additional day or days leave of absence may be approved.

The District will allow up to five (5) days with pay for Employees to meet with legislators regarding topics of mutual concern to the Association and the District. The Office of the Superintendent and the Association will agree on such topics before Employee(s) are granted such leave. The cost of a daily substitute shall be borne equally by the District and the Association.

7.16 Leaves for Illness of Long Duration

7.16.1 When the Employee's sick leave is exhausted and the Employee is unable to return to service because of personal illness (physical/emotional) or injury not covered by Washington Workmen's Compensation Law, the Employee will be granted leave without pay. The Employee, or designee, shall within 10 days of the expiration of their accumulated sick leave contact the Superintendent or designee to arrange a mutually agreeable period of leave, not to exceed the remainder of their current Employee Contract. Current Employee Contract shall be defined as the Employee Contract the Employee is under when their accumulated sick leave expires. See Section 7.5 (FMLA Leave).

7.16.2 With the approval of the Employee's physician, an additional one (1) year of leave will, upon request, be granted by the Superintendent or designee.

7.16.3 An Employee on leave for personal illness/injury of long duration may return to service before the agreed upon expiration of said leave, provided:

7.16.3.1 the Employee gives a 30-day notice of desire to return;

7.16.3.2 the Employee has written permission of their physician; and

7.16.3.3 in the judgment of the Superintendent or designee, a suitable assignment is available, based upon the Employee's training, experience and medical condition.

7.16.4 The Employee will retain seniority while on leave for illness of long duration.

7.16.5 No increment will be allowed the Employee for the year(s) they are on leave for illness of long duration.

7.16.6 Upon returning from the agreed upon leave, the Employee will be assigned to the position held before the leave or to an equivalent position with at least equivalent compensation. An Employee will be allowed to return to work on a part-time basis if the District determines there is a suitable assignment available and with the concurrence of the Employee's physician. The Employee must be able to assume full work responsibility during the time assigned.

The Employee granted leave for illness of long duration will be subject to the same Assignment and Transfer and Retention, Layoff and Recall provisions as other Employees for the duration of such leave.

7.17 Superintendent's Leave

Employees with exceptional situations necessitating absence from work, and where they do not have leave available to them within current provisions of the Contract, may be granted leave at the discretion of the Superintendent.

7.18 Professional Experience Leave

The District shall recognize that appropriate professional experiences in a variety of fields or other situations may contribute to the professional growth of an Employee. Professional experience leave may be approved by the Superintendent or designee subject to the following provisions:

7.18.1 Professional Experience Leave shall be without pay;

7.18.2 If acceptable to the insurance carriers, the District shall allow Employees on such leave to continue any or all portions of their fringe benefit insurance programs via direct monthly payments to the District.

7.18.3 Any Employee who fails to make a timely payment will be discontinued from participation. Employees on such leave must make written arrangements with the payroll office.

7.18.4 Professional experience leave shall be for a period of up to two (2) years;

7.18.5 Upon returning, the Employee will be assigned to the position held before the leave, or to an equivalent position, with at least equivalent compensation;

7.18.6 Upon return, the Employee shall retain the same seniority they had at the time they began the leave;

7.18.7 Employees granted leave under this section will be subject to the same

Assignment and Transfer and Retention, Layoff and Recall provisions as other Employees during the duration of such leave.

7.19 Cultural Teaching Experience Leave

Because much value can accrue to the District when an Employee assumes teaching responsibilities in a foreign country or a substantially different cultural environment, the District may, when appropriate, grant leave for cultural teaching experience.

If acceptable to the insurance carriers, the District shall allow Employees on such leave to continue any or all portions of their fringe benefit insurance programs via direct monthly payments to the District. Any Employee who fails to make a timely payment will be discontinued from participation. Employees on such leave must make written arrangements with the payroll office. An Employee will be given full credit for experience and increment following leave for cultural teaching experience. Upon their return to the District, the Employee shall be entitled to the position held before the leave or to an equivalent position with at least equivalent compensation.

7.20 Public Office Leave

Employees seeking election to, or having been elected or appointed to, public office shall receive, upon request, a leave of absence with full rights to reinstatement.

7.21 Long-Term Leave Without Pay

7.21.1 Requests for a long-term leave of absence without pay or benefits shall be made in writing to the Human Resources department no later than April 15. The request shall include a general purpose or reason for the leave. Specific personal, confidential information shall not be required in the formal request. This leave may be granted at the discretion of the District.

7.21.2 If acceptable to the insurance carriers, the District shall allow Employees on such leave to continue any or all portions of their fringe benefit insurance programs via direct monthly payments to the District. Any Employee who fails to make a timely payment will be discontinued from participation. Employees on such leave must make written arrangements with the payroll office.

7.21.3 When granted, such leave shall be for a period of one (1) year.

7.21.4 At the conclusion of the leave, the Employee will be assigned to the next available equivalent position, within grade span or subject area, with equivalent compensation.

7.21.5 Employees granted leave under this section will be subject to the same Assignment and Transfer and Retention, Layoff and Recall provisions as other Employees during the duration of such leave.

7.21.6 Upon return, the Employee shall retain the same seniority they had at the time they began the leave.

ARTICLE VIII EVALUATION

8.1 Statement of Purpose and Policy

The school board members, administrators and certificated staff of the District are committed to providing the highest quality of instructional and educational services for the students of our community. A key component in the successful delivery of such services is an effective evaluation process which contains both the traditional, summative evaluation process and a professional growth option.

This evaluation process, while meeting the criteria established by statute and contract, must be constructive and must take place in an atmosphere of trust and respect. It is designed as a cooperative effort which encourages productive dialogue, promotes professional growth and focuses on the continuous improvement of instruction.

Since the primary focus of evaluation is to improve instruction, evaluation requires certificated staff to satisfactorily meet the criteria as established by statute and contract. The District and the staff believe that the best way to meet legal requirements, while focusing on improvement of instruction, is to establish a system which makes evaluation more meaningful, emphasizes professional growth through goal setting and relates evaluation to district goals. There are many legitimate styles and approaches to performing educational responsibilities, any of which may allow for high quality of education.

The District Certificated Evaluation Process is designed to recognize and support certificated staff responsibility for their own professional growth and to recognize and support administrators' role as instructional leaders dedicated to the professional growth of the staff.

8.2 Overall Timelines

8.2.1 By October 1 – Evaluator shall notify all employees of the type of evaluation to be used. Employees with multiple supervisors shall also be notified who shall be their evaluator.

8.2.2 October 5 – Last day to request an alternative evaluator.

8.2.3 October 15 – the first day that any certificated employee deemed Not Satisfactory may be formally placed on Probation in accordance with statute.

8.2.4 By October 31 – For classroom teachers, the initial professional conversation regarding student growth goals should have taken place.

8.2.5 November 30 – This is the last day for a classroom teacher to choose to be on a comprehensive evaluation or an administrator to move a certificated

employee from Focused to Comprehensive evaluation or PGO to Long Form. Additionally, this is the approximate date by which evaluators must complete a 90-day observation cycle on new teachers. See 8.3 Definitions: Observations for Classroom Teachers.

- 8.2.6 By December 15, or the last day before winter break whichever comes first – The first observation cycle/observation should be completed for all certificated employees.
- 8.2.7 By February 15, or the Friday before President’s Day weekend, whichever comes first – Mid-year check-in must be completed and must have initial ratings for all components in at least criteria 1-6 for comprehensive evaluations and on all components for the chosen criterion for focused evaluation. Any components scored as Basic or Unsatisfactory must have relevant evidence aligned to those components.
- 8.2.8 By April 15 – All statutory required observations (60/90) must be completed. Additional observations may still take place.
- 8.2.9 By May 5 – The summative conference must be completed. By five (5) work days prior to the summative conference all relevant components must have an initial rating and all evaluator evidence must be presented. Any components scored as Basic or Unsatisfactory must have relevant evidence aligned to those components.
- 8.2.10 May 15 – All certificated employee evaluations must be completed.

8.3 Definitions

- 8.3.1 Classroom Teacher: Teachers who work directly with students and provide academically focused instruction currently designated by the parties as: P/K – grade 5, English/LA, Math, Music, PE, Social Studies, CTE, Science, Special Education, World Languages, Secondary ELL, and Electives.
- 8.3.2 Non-Classroom Teacher: Other certificated staff such as Teacher-Librarians, Deans, Administrative Associates, Instructional Coaches, Instructional Facilitators, Accelerated Reading Teachers, English Language Development Teachers, and Teachers on Special Assignments.
- 8.3.3 Educational Support Associates (ESA): Include Counselors and clinical positions such as Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), Psychologists, and Nurses.
- 8.3.4 Criteria: shall mean one of the eight (8) state defined categories to be scored for classroom teachers.

- 8.3.5 Component: shall mean the subsection of each criteria.
- 8.3.6 Artifacts: Shall mean any products generated, developed, or used by a teacher and/or student. These products are not intended to be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- 8.3.7 Evidence: Shall mean observed practice, artifacts, or results of a classroom teacher's work that demonstrates knowledge and skills with respect to the instructional framework and the evaluation tool. Evidence collection is a sampling of data to inform the decision about level of performance. Any evidence that may be used as part of a final summative evaluation must be shared with the teacher. It is expected that the evaluator and the teacher have formative conversations about the evidence collected through the year, and that they collaboratively share collected evidence within a reasonable time, typically within five (5) work days.
- 8.3.8 Student Growth Data: Must be relevant to the classroom teacher and subject matter and must be based on multiple measures and shall mean the change in student achievement between two points in time within the current school year. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
- 8.3.9 Danielson Instructional Framework: Will be used by all classroom teachers and SB 6696 aligns the Danielson components to the eight (8) state evaluation criteria. It includes both a comprehensive and focused evaluation cycle.
- 8.3.10 Traditional Model: All non-classroom teachers and ESAs will utilize the traditional evaluation model with criteria established in this collective bargaining agreement. It includes long form and Professional Growth cycles.
- 8.3.11 Provisional Employee: New employees to the district with less than two years of K-12 certificated experience are in provisional status for up to three (3) years. New employees to the district with at least two years of K-12 certificated experience in another district are subject to provisional status for no more than one (1) year. All classroom teachers in provisional status shall be on the comprehensive evaluation as required by statute.
- 8.3.12 Continuing Contract Employees: Those who have completed provisional status.
- 8.3.13 Evaluator: The principal, immediate supervisor or designee. The evaluator shall have training in observation, evaluation, and the use of the Danielson instructional framework and rubrics.

- 8.3.14 Probationary Employee: Employee who has been formally notified of failure to meet minimum teaching criteria required by law.
- 8.3.15 Leave Replacements: Classroom teachers on a leave replacement contract of 90 days or more will be evaluated using the Comprehensive Evaluation. Leave replacements and long-term substitutes on contracts of less than 90 days will be evaluated using the traditional long form model.
- 8.3.16 Observations for Classroom Teachers: Shall total at least sixty (60) minutes for the year. The first scheduled observation cycle must be completed by December 15 and will include a pre- and post-observation conference. All required observations must be completed no later than April 15. Observations may be of various lengths of time with at least one that is prearranged and is a minimum of thirty (30) minutes in duration with the following exceptions:
- 8.3.16.1 New teachers are subject to a complete observation cycle (30 minutes minimum) and an initial summative evaluation within ninety (90) days after the beginning of the school year or from the date of hire, whichever is later. This may be combined with the first scheduled observation meeting cycle contained as part of the comprehensive evaluation.
 - 8.3.16.2 Third year provisional teachers must have three observations totaling not less than ninety (90) minutes.
 - 8.3.16.3 Observe or Observation means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
 - 8.3.16.4 As appropriate, this may include observations of duties that occur outside the classroom setting.
 - 8.3.16.5 Any other bargaining unit member's input may not be used as evidence.
- 8.3.17 Unscheduled Observations: Unscheduled observations that will be used as part of the evaluation process shall be documented in writing and provided to the teacher no later than five (5) days after the observation. Within three (3) days of receipt of the written observation notes, the teacher or evaluator may request a meeting to review or discuss the observation.
- 8.3.18 Comprehensive Evaluation: Is for use by classroom teachers in provisional status, when deemed Basic the previous year, and once every four years.

Evaluators must notify classroom teachers by October 1 of the type of evaluation they will be on and if a decision to change to the comprehensive evaluation is made, it must be prior to November 30. Classroom teachers may choose to be on comprehensive evaluation prior to November 30 of any school year.

- 8.3.19 Focused Evaluation: Is for use by classroom teachers who have received a score of proficient or above on the Comprehensive Evaluation and have a continuing contract. The summative score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen criteria, a level 4 (Distinguished) score may be awarded by the evaluator.
- 8.3.20 Traditional Long Form Evaluation: Requirements include two written observations and one final written annual evaluation.
- 8.3.21 Not Satisfactory shall mean:
 - 8.3.21.1 Unsatisfactory – for all employees.
 - 8.3.21.2 Basic – for a classroom teacher on a continuing contract with more than five (5) years of teaching experience and if a summative score of Basic has been received two years in a row or two years within a consecutive three-year period.
- 8.3.22 Plan of Assistance: Any certificated employee deemed Not Satisfactory will be placed on a Plan of Assistance that shall be developed no later than October 1 of the following school year.
- 8.3.23 Alternative Evaluator: Request for an alternative evaluator must be submitted in writing by October 5, along with the rationale for the request, to the building principal. Should the request be denied, the teacher may request a meeting with Human Resources and may be accompanied by an Association representative to discuss concerns and any possible solutions.
- 8.3.24 Probation: The procedures established and required by law, as documented in this Contract.
- 8.3.25 Probationary Employee: Employee who has been formally notified of failure to meet minimum teaching criteria required by law.
- 8.3.26 Plan of Improvement: Any certificated employee placed on probation shall have clear, written expectations for improvement.

8.4 Evaluation of Classroom Teachers (Danielson Model)

8.4.1 Comprehensive Evaluation Cycle

The processes and meetings outlined below provide the structure to the comprehensive evaluation cycle. Each of the conferences identified below should take no longer than a planning period. Forms are intended to assist the evaluator and the classroom teacher, but it is not required that a teacher submit the completed forms unless specifically stated.

8.4.1.1 Initial Professional Conversation – Student Growth Goals

The teacher may complete the personal Self-Assessment and should complete the Student Growth Goal Setting documents prior to the conference. The personal self-assessment is for the purpose of assisting the teacher in preparing for the conference and identifying areas of focus and reflection. It is at the sole discretion of the teacher whether to share the self-assessment with the evaluator.

The Student Growth Goal Setting documents should be ready to be shared with the evaluator in order to establish the student growth goals for criteria 3, 6, and 8. It is preferable that these goals are related as much as possible. It is also preferable if the evaluator and the teacher mutually agree upon the goals.

This conference may also include discussion of annual professional goals if mutually desirable. The student growth goals may be adjusted when appropriate. This conference may be combined with the pre-observation conference.

8.4.1.2 Pre-Observation Conference

This professional conversation is designed to review and discuss the teacher's plans and strategies to address the Danielson domains 1 and 4, as contained in the State Criteria 3, 4, 6, 7, 8, and to discuss the components to be reviewed during the prearranged observations. The Pre-Observation/Planning Conference Form is designed to assist the teacher and evaluator in preparing for the conference and guide their conversation. Ideally the pre-observation conference comes just a day or two before the observation, but if the situation requires the actual observation to be re-scheduled after the pre-observation conference has taken place, the rescheduled observation does not require a new pre-observation conference.

8.4.1.3 Post-Observation Conference

This conference provides feedback and conversation from the prearranged observation and write-up. The post-observation conference should take place within five (5) work days of the observation. Also included in this conference can be the review of other evidence, including unscheduled observations, that leads to the initial formative evaluation of the teacher.

8.4.1.4 Mid-Year Check-In

Additional professional conversations are required in order to address the collection of evidence and additional classroom observations which together support the formative process. The conversations should focus on the growth of the teacher's instructional practice. A preliminary mid-year summative conference must occur by February 15 in order to calibrate a summative score by the teacher and the evaluator on initial evaluation of the observations, evidence to date, and measures of student growth. Collaboration is strongly encouraged in order to maintain the focus on professional growth. Evaluators will have initial ratings for at least criteria 1-6 for comprehensive evaluations and on the chosen criterion for focused evaluation.

8.4.1.5 Summative Conference

This conference discusses the summary of supporting evidence, including teacher input and evidence on all components, the evaluator's preliminary rating on all components and criteria, and any additional evidence the teacher would like the evaluator to consider prior to making the summative rating on the State 8 Criteria. By five (5) work days prior to the summative conference all relevant components must have an initial rating and all evaluator evidence must be presented. After the summative rating is reached (see Section 8.4.2 Summative Scoring), the teacher and evaluator examine the student growth impact rating and include that score for the final summative rating.

8.4.1.6 Annual Written Summative Evaluations

Annual written summative evaluations must be completed and a copy provided to the teacher by no later than May 15. It is the intent of the parties that the evaluator and teacher will have time after the Summative Conference to adjust the written Summative Evaluation based on new evidence presented and discussed during

the Summative Conference.

8.4.2 Summative Scoring for Comprehensive Evaluation

Final scoring is recorded on the Summative Comprehensive Evaluation Form. The final summative evaluation score, including the student growth rating, shall be determined by an analysis of the evidence and the artifacts.

A preponderance of the evidence for the components will be used to develop the overall criterion score for each of the eight (8) State Criteria. This analysis is based on the teacher's performance and growth over the course of the year. Criterion Scores below Proficient must be accompanied by rationale and explanation; similarly, Distinguished scores should also be accompanied by rationale.

The final summative score is determined by adding together all 8 Criterion scores and then locating the corresponding band to reach the final summative score (see table – Summative Score Ratings). Teachers with a preliminary summative score of Distinguished with low student growth rating will receive an overall Proficient rating.

Table - Summative Score Ratings

8-14	15-21	22-28	29-32
Unsatisfactory	Basic	Proficient	Distinguished

Teacher Input and Resolution of Disputes:

Teachers may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance at any time. The evidence provided by the teacher shall be taken into consideration when determining the final evaluation score.

Should the evaluator and teacher not reach agreement on the summative scoring of a particular criterion; the evaluator will provide the teacher with the opportunity to present additional evidence that supports the teacher's rating. Once the additional evidence has been presented if there is still disagreement, the evaluator's score will prevail. However, the teacher will have a right to write a rebuttal and attach it to the final summative evaluation.

8.4.3 Student Growth Goals and Outcomes Required by Statute

Student growth goals apply to both comprehensive and focused evaluations for classroom teachers. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based,

district-based and state-based tools. Student growth means the change in student achievement between two points in time.

Student growth data will be used in evaluating the summative performance of certificated teachers through the use of student growth components contained in State Criteria 3, 6, and 8. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Collaboration is strongly encouraged in the goal setting process and student growth discussion.

It is recommended that the goal setting be focused on one subject and/or class period. It is also useful to embed goals for each of the components together and to be set using collaborative conversations with colleagues and the evaluator.

After determining the overall summative score, the evaluator will combine the student growth scores for each of the Student Growth Components in Criteria 3, 6, and 8 (see table – Student Growth Impact Rating). That overall score is then applied to the corresponding student growth band to assess the teacher's final student growth impact rating (Low, Average, High). In the event that a low student growth score occurs, the evaluator and teacher shall engage in the student growth inquiry process.

Table – Student Growth Impact Rating.

5-12	13-17	18-20
Low	Average	High

8.4.3.1 Student Growth Inquiry Process

Teachers on the comprehensive evaluation with low student growth rating will engage, with their evaluator, in a mutually agreed upon student growth inquiry process, pursuant to WAC 392-191-010, which includes one or more of the following options:

- A. Triangulate student growth measure with other evidence and additional levels of student growth based on classroom, school, district and state-based tools; and/or
- B. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment; and/or
- C. Schedule monthly conferences with the teacher to

discuss/revise goals, progress toward meeting goals, and best practices; and/or

- D. Create and implement a professional development plan to address student growth areas.

8.4.4 Focused Evaluation

Classroom teachers with a continuing contract and whose summative evaluation score the previous year was at least proficient will be on a focused evaluation unless the evaluator provides written rationale for remaining on the comprehensive evaluation, or the teacher received a basic summative final evaluation in the last two years. The summative score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criteria, a level 4 (Distinguished) score may be awarded by the evaluator.

Classroom teachers may choose to be on comprehensive evaluation if they notify the evaluator by November 30.

8.4.5 Artifact and Evidence Collection

It is understood that the teacher may be responsible for collecting some evidence to achieve a proficient summative final evaluation, but it should be available through the normal course of meetings and observations outlined in this Article. The evaluator and teacher will make every effort to balance the responsibility of collecting any evidence deemed necessary.

8.4.6 Final Document Retention

All related evaluation materials will be retained electronically and employee will have access to those materials. Upon request, final summative evaluation and any employee response will be printed and placed in the personnel file.

8.5 Traditional Evaluation Model (ESA, non-classroom Teachers, TOSAs and Less than 90 Day Leave Replacements)

The District Traditional Evaluation Process provides individual certificated employees and administrators with two options from which to select in order to satisfy the legal and contractual requirements for annual evaluation.

8.5.1 Option 1: Annual Summative Evaluation

Administrator observes and evaluates certificated Employee. Each certificated

Employee shall be evaluated in accordance with the criteria appropriate to the employee position (certificated instructional staff or certificated support staff) as noted herein in Section 8.6.

Summative Long Form evaluation is required for the first four (4) years in Renton for all provisional non-classroom teachers, ESAs and TOSAs. The Employee or the supervisor may elect to continue to use the Summative Long Form after four (4) years in Renton.

The Summative Long Form is required after three years' evaluation away from the long form.

8.5.2 Option 2: Professional Growth Option

Certificated staff member sets individual goals and self-evaluates. Administrator supports, provides opportunities for professional growth activities and verifies that activities occurred.

A certificated Employee who has completed four (4) years of satisfactory performance pursuant to RCW 28A.405.100 may qualify and may elect to participate in the Professional Growth Option beginning with the fifth (5) year of employment. An individual may elect to remain on the professional growth option for a maximum of three consecutive years. The summative (traditional) Long Form evaluation is required once every four (4) years.

8.6 Option 1: Traditional Annual Summative Evaluation Process (ESA, non-classroom Teachers, TOSAs and Less than 90 Day Leave Replacements)

8.6.1 Description

Annual Summative Evaluation follows the traditional evaluation model in which the certificated Employee's professional performance is assessed using the evaluative criteria and procedures specified by law and described in this Contract.

The primary responsibility, but not exclusive involvement for evaluation, rests with the immediate supervisor, principal or designee. The primary responsibility for evaluation of ESA certificated Employees full-time in a building rests with the building principal in coordination with the supervisor in the Employee's area of specialization. For ESA certificated Employees not assigned full-time to a building, the primary responsibility for evaluation rests with the Employee's immediate supervisor in coordination with building principals or their designee. For purposes of evaluation, the immediate supervisor, principal or designee will be known as the evaluator. Employees may, in their efforts of self-evaluation and self-improvement, choose to

involve colleagues in assessing their work.

8.6.2 General Observation and Summative Evaluation Requirements

Observations: At least one of the required observations must be preplanned and scheduled with the Employee. Criteria addressed must be those noted in Section 8.7 as appropriate. ESA observations may include a combination of pre- and post-clinical discussions and/or actual observations.

All observations shall be documented in writing within five days, with a copy transmitted to the Employee within five days of the date the observation report is prepared. Each Employee shall have the opportunity for a minimum of two confidential conferences during each school year for the purpose of evaluation.

8.6.3 Provisional Employee Observation and Evaluation Procedures

8.6.3.1 One (1) 30-minute written observation and an evaluation must be completed during the first 90 days of employment.

8.6.3.2 Second written observation must be completed prior to April 15.

8.6.3.3 Annual written evaluation must be completed by the evaluator and a copy given to the employee prior to May 15.

8.6.3.4 Required to follow Summative Long Form Evaluation Procedures outlined in Section 8.6.4.

8.6.4 Continuing Contract Summative Long Form Evaluation

8.6.4.1 At least two written observations are required.

8.6.4.2 All observations must total a minimum of 60 minutes.

8.6.4.3 The first required observation and report shall be completed prior to December 15. Other observations may be made throughout the year.

8.6.4.4 The second required observation report (not necessarily the second informal observation) shall be completed prior to April 15.

8.6.4.5 The annual written evaluation shall be completed by the evaluator and a copy given to the Employee prior to May 15.

8.7 Criteria for Traditional Evaluation (Traditional Model for Non-Classroom Teachers and Leave Replacements lasting less than 90 days)

8.7.1 Instructional Skills

- 8.7.1.1 Understands and is able to translate District programs into effective classroom presentations or experiences.
- 8.7.1.2 Provides for individual differences by utilizing appropriate instructional strategies.
- 8.7.1.3 Provides for student activities that fall in both the behavioral and academic areas.
- 8.7.1.4 Effectively communicates with students.
- 8.7.1.5 Informs students of the objectives of the course.
- 8.7.1.6 Incorporates appropriate student ideas into the teaching/learning experience.
- 8.7.1.7 Evaluates student performance in terms of course objectives and subject matter knowledge.
- 8.7.1.8 Provides for students to evaluate their own effort and achievement.
- 8.7.1.9 Demonstrates organization and planning.
- 8.7.1.10 Maintains high academic expectations for students.
- 8.7.1.11 Makes use of instructional equipment, materials and resource personnel when appropriate.

8.7.2 Classroom Management

- 8.7.2.1 Maintains a classroom atmosphere which permits maximum time to be devoted to instruction.
- 8.7.2.2 Maintains discipline so that learning may occur.
- 8.7.2.3 Maintains an appropriate classroom environment.
- 8.7.2.5 Demonstrates concern, fairness and consistency when working with students.

8.7.3 Professional Preparation and Scholarship

- 8.7.3.1 Demonstrates professional preparation and scholarship and is familiar with recent developments in their area of responsibility.

- 8.7.3.2 Exhibits professional involvement.
- 8.7.3.3 Demonstrates use of Standard English with students, parents and colleagues.
- 8.7.4 Effort Toward Improvement When Needed
 - 8.7.4.1 Recognizes that their teaching assignment is the primary responsibility and that all other assignments are secondary.
 - 8.7.4.2 Acts upon valid suggestions for improvement.
 - 8.7.4.3 Sets realistic goals and works toward their attainment.
- 8.7.5 Handling of Student Discipline and Attendant Problems
 - 8.7.5.1 Recognizes that the first level of responsibility in matters of discipline resides with the Employee.
 - 8.7.5.2 Refers to administrative authority those students whose behavior is disruptive to the learning process.
 - 8.7.5.3 Has knowledge of and observes the due process rights of students.
 - 8.7.5.4 Demonstrates fairness and consistency when working with students.
 - 8.7.5.5 Uses realistic and workable approaches for dealing with student disruptions.
- 8.7.6 Interest in Teaching Pupils
 - 8.7.6.1 Demonstrates interest in and enthusiasm for teaching.
 - 8.7.6.2 Finds worth and dignity in each student regardless of the level of student achievement, background, race, sex or other factors.
 - 8.7.6.3 Recognizes that teaching occurs in and outside of the classroom.
- 8.7.7 Knowledge of Subject Matter
 - 8.7.7.1 Demonstrates specific knowledge of subject matter and methodology in those areas in which they have responsibility.
 - 8.7.7.2 Keeps current in their academic field.
- 8.7.8 Management of Learning Resources Programs (Librarians Only)

- 8.7.8.1 Selects media and equipment appropriate to student needs and the curriculum, in conjunction with the District's selection policy.
- 8.7.8.2 Coordinates the program, materials, equipment and personnel of the Learning Resources Center.
- 8.7.8.3 Develops and employs methods of operation to facilitate use of the Learning Resources Center.
- 8.7.8.4 Integrates information, materials, and learning resources skills into the regular curricular program.

8.8 Criteria for Evaluation (Traditional Model for Non-Classroom Teachers and ESAs)

8.8.1 Knowledge and Scholarship in Special Field

- 8.8.1.1 Demonstrates depth of knowledge in area of specialty.
- 8.8.1.2 Demonstrates understanding of the basic principles of human growth and development.
- 8.8.1.3 Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals and/or utilize outside resources.
- 8.8.1.4 Relates and applies knowledge, research, findings and theory deriving from area of specialty to the development of a program of services.

8.8.2 Specialized Skills

- 8.8.2.1 Designs and conducts a program providing specific and unique services within the area of specialty.
- 8.8.2.2 Assesses student needs, as appropriate to area of specialty.
- 8.8.2.3 Demonstrates ability to assist others (students, parents, and certificated staff) with specialized data, information, resources, and/or materials appropriate to area of specialty.
 - A. Assists others with understanding, interpreting and synthesizing.
 - B. Assists others with assimilation, integration, and application into the regular curriculum and/or the day-to-day activities of students, parents, and certificated staff.

- 8.8.3 Management of Special and Technical Environment
 - 8.8.3.1 Selects or recommends testing instruments, materials, resources and/or equipment appropriate to identifying and meeting special needs of students.
 - 8.8.3.2 Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, procedures, and resources.
 - 8.8.3.3 Protects students and family information and privacy in accordance with codes of ethics, federal and state regulations, and District policies.
- 8.8.4 Professional Preparation
 - 8.8.4.1 Demonstrates awareness of the law as it relates to area of specialization.
 - 8.8.4.2 Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the area of specialty.
 - 8.8.4.3 Demonstrates commitment to professional activities.
 - 8.8.4.4 Observes District procedures and regulations.
 - 8.8.4.5 Demonstrates willingness to expand professional knowledge and expertise.
- 8.8.5 Involvement in Assisting Pupils, Parents, and Educational Personnel
 - 8.8.5.1 Consults with other ESA staff, school personnel and parents, concerning the development, coordination and/or extension of services.
 - 8.8.5.2 Assists in planning and developing a program to serve the preventive and developmental needs of the school population and the special needs of some students as it relates to area of specialty.
 - 8.8.5.3 Assists in establishing and communicating guidelines for use of services.
 - 8.8.5.4 Provides timely reports to students, parents, and staff in group or individual settings via oral or written communications.
 - 8.8.5.5 Uses appropriate techniques and principles of learning in working

with students.

8.8.6 Knowledge and Scholarship in Special Field (Non-Classroom teachers Only)

8.8.6.1 Shows awareness of available resources and the ability to utilize them.

8.8.6.2 Demonstrates knowledge of curriculum and course descriptions for grade levels served.

8.8.7 Specialized Skills (TOSA Only)

8.8.7.1 Assists in planning and managing a budget in order to recommend instructional materials for specific purposes.

8.8.7.2 Recommends and/or demonstrates effective teaching methods.

8.8.7.3 Suggests and/or demonstrates ways of adapting curriculum to specific classroom situations.

8.8.7.4 Is able to utilize assessment devices and suggests appropriate application of results.

8.8.7.5 Contributes to the planning and presentation of staff development activities.

8.8.7.6 Contributes to the implementation of District curriculum.

8.9 Option 2: The Professional Growth Option (Traditional Model for Non-Classroom Teachers and ESAs)

8.9.1 Description

The primary focus of evaluation shall be to improve teaching and encourage professional growth. The Professional Growth Option is a process which is (by law) teacher-centered, encourages peer sharing and support, and includes self-evaluation and goal setting. Observations and comments related to Option 2, with the exception of the annual Option 2 verification form, will not be included as part of the certificated Employee's permanent record.

The Employee and the supervisor share the responsibility for the Professional Growth Option. The fundamental activity of this option is the development of specific instructional and/or direct job-related goals by the Employee in collaboration with the supervisor. It is recommended that goals be established in accordance with their potential impact on student learning.

Peer involvement is heartily encouraged as a part of Option 2. Employees may elect to involve colleagues in observation, data collection or as collaborators. Certificated staff may choose to work in teams, department groups or grade levels. The supervisor acts as a coach, observer, facilitator and/or data collector.

Both the certificated Employee and the supervisor remain responsible for meeting the minimum evaluation criteria established by law and noted in this Agreement.

8.9.2 Requirements

8.9.2.1 The Professional Growth Option is available on a voluntary basis to any certificated Employee who has completed four (4) consecutive successful summative evaluations in the District as noted on the District evaluation form.

Eligible certificated employees may participate in the Professional Growth Option for no more than three (3) consecutive years. Every fourth year, the Long Form Summative evaluation (Option 1) is required.

Eligible Employees should discuss with their supervisors their interest in selecting the Professional Growth Option by October 1.

8.9.2.2 By October 31, individual certificated Employees are required to complete the Professional Growth Option Planning Sheet and are required to discuss the plans with their supervisors. Participants will present their goal(s), areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods for self-evaluating growth towards the goal(s). The plan may include, if the Employee chooses, observation and comment by peers and/or students and/or parents. Such observation and comment will become the property of the individual Employee and will not be placed in permanent records. During this fall meeting, supervisors will serve as collaborators, providing assistance in clarifying and refining the goal(s). Both the supervisor and the certificated Employee will sign off on the planning sheet.

8.9.2.3 Sixty (60) minutes of documented observation, meeting and/or feedback is required annually. The sixty (60) minutes does not need to be continuous. The certificated employee and the supervisor will meet formally and informally throughout the year to discuss the progress on the goal(s) and to determine if additional resources or

support are needed. Records, data and notes will be kept on the Certificated Staff Professional Growth Log which becomes the property of the Employee and will not be included in the Employee's permanent records.

8.9.2.4 No later than May 15, a final meeting will be held to review the goal(s), the activities related to the goal(s), and the analysis of data collected throughout the year such as surveys or comments collected by the Employee. At this meeting, both the Employee and the supervisor will sign the Professional Growth Verification Form which verifies that the Employee met statutory requirements. Only the Professional Growth Verification Form will be placed in the individual Employee's permanent records. (All other notes and documents will be returned.) At the final meeting, the certificated Employee or the supervisor may elect a return to Option 1 for the following year.

8.9.2.5 The District reserves the right to limit the number of Employees to no more than one-third of the total certificated Employees into the Professional Growth Option in any one year to allow for appropriate support and in-service. Special consideration will be given to program needs in individual buildings.

8.10 Annual Evaluations—General Guidelines for all Evaluation Models

Disputes concerning a material deviation from the procedural requirements of this Article VIII shall be subject to the grievance provisions of Article XII. Findings made and conclusions reached by the evaluator shall not be subject to the grievance provisions of Article XII.

If, in the opinion of the evaluator, there were significant constraining factors present in the observation setting that would adversely affect the Employee's performance, such factors will be noted in the evaluation. The formal evaluation comments shall not be limited to, but will reflect, the general scope of the formal observations.

The annual evaluation shall provide for evaluatory comments by both the evaluator and evaluatee and shall be signed and dated by both persons. If the evaluatee wishes and is consistent with due process, they shall have the option of having the written evaluation(s) of their colleague(s) be included as an integral part of the annual official evaluation. Should the State mandate changes to evaluation criteria and/or procedures, the District shall negotiate such changes with the Association prior to implementation. Negotiations shall be completed within any required state timelines. If the parties are unable to reach timely agreement, this subject will be treated as a negotiable matter rather than a contractual matter.

8.11 Probationary Employee Observation and Evaluation

If an employee's performance (except a provisional employee) is judged unsatisfactory based on one or more of the Evaluative Criteria, the employee may be placed on probation by the Superintendent no earlier than October 15 of any school year and continuing for sixty (60) school days in accordance with RCW 28A.405.100. Employees being considered for probation shall be given written notice reasonably in advance of the written recommendation being forwarded to the Superintendent. A Plan of Improvement shall be developed prior to the commencement of the sixty (60) days that clearly outlines the expectations for improvement. For purpose of observations conducted monthly, twenty (20) work days shall constitute a month.

In addition to the above statutory provisions the District and the Association agree that the probationer may select one Employee to assist both the evaluator and the probationer during the probationary period. The evaluator will work with the Employee on specific plans to bring their work up to at least a satisfactory level. It will be the responsibility of the evaluator to make use of available and appropriate District resources in assisting the Employee during the probationary period. During the probationary period, any written progress reports shall be promptly documented and provided to the probationer within three (3) days after they are written. The reports shall include additional suggestions for improvement, if necessary.

**ARTICLE IX
INSTRUCTION AND WORKLOAD**

9.1 Professional Improvement Days

For the purpose of staff and program improvement for the duration of the Agreement, up to 200 days will be authorized District-wide, except that this total shall be reduced to 100 days as long as the District offers building-based state funded staff development. These days shall be used for attending educational meetings, conferences, workshops and observations, and by special education teachers to observe students in classrooms and/or to consult with regular education teachers regarding individual students.

9.1.1 The District procedures and process regarding professional improvement days shall be shared with all Employees at the beginning of each school year. An update of the usage of professional improvement days shall be provided to the Association on a quarterly basis.

9.1.2 The Employee will submit requests for the use of such days through their principal or supervisor to the Department of Learning and Teaching.

9.1.3 The Department of Learning and Teaching will approve these requests and allocate the days in a manner to ensure reasonable distribution among all Employees.

9.2 Staff Development

9.2.1 The District and the Association recognize that the improvement of instructional programs and teaching methods may add to staff responsibility. Both parties agree that appropriate in-service and professional development programs are important and should be provided subject to the availability of competent specialists and resources. The District agrees that the staff development program shall be student and Employee centered. Staff development consists of a broad spectrum of structured, organized activities based on identified needs and designed to maintain and improve professional effectiveness. The essential consideration is not the activity itself, but whether the activity serves to enhance professional growth. Both building and District level programs are encouraged, as they each contribute significantly to the overall goals of staff development.

9.2.2 A broadly representative District-wide in-service and Professional Development Advisory Committee will be utilized by the District in program development and other aspects of the in-service-Staff Development Program. The President of REA, or designee, will be an ex-officio member of the committee. The duties of the committee will include, but not be limited to, the following:

- 9.2.2.1 Provide channels of communication about professional development needs and activities between the District and the buildings, the buildings and the District, and between and among buildings;
 - 9.2.2.2 Assist in determining District/Employee professional development needs;
 - 9.2.2.3 Assist in the development of staff development program recommendations;
 - 9.2.2.4 Assist in the evaluation of staff development activities;
 - 9.2.2.5 Serve as resource persons to their own staffs and to other buildings.
- 9.2.3 Employees who are requested or required to assume new assignments shall be provided assistance directed toward their transition through the Professional Improvement Program (PIP) and other provisions.
- 9.2.4 It is expected that whenever possible selected in-service at the building level be conducted within the regular Employee Contracted Day.
- 9.2.5 Where unusual requirements are made outside the contractual responsibilities of the Employee, remuneration and/or credit may be made consistent with appropriate policies and/or contractual provisions.
- 9.2.6 Employees who wish to take classes specifically approved by the Department of Learning and Teaching for that Employee will have their tuition paid by the District for one class during the Contract year. The District will budget \$26,000 for each year of the Contract. The District will not reimburse tuition until following the close of each Contract year, and then will reimburse tuition on a pooling basis to participating employees. Additional approved classes may be considered for additional tuition payment when they are part of a preplanned sequence by the Employees and are to be taken for the purpose of upgrading their instructional skills and knowledge in specific areas of their assigned work responsibility.
- 9.2.7 For trainings provided by the District where clock hours may be earned, an employee shall be able to earn clock hours at no cost to the employee
- 9.2.8 Information about professional development shall be made available on the District's electronic information system, which will include information relative to District annual goals statement, a wide range of available staff development resources and activities, salary credit information, partial tuition reimbursement information, travel request information, and sample forms

utilized in connection with staff development activities. The District shall also establish a process for timely notification to Employees of approved District staff development activities available in the District. The District will also share with Employees information relative to staff development activities which are available outside the District.

9.3 Grading Practices

9.3.1 The teacher/specialist shall have the authority and responsibility to determine grades and other evaluations of students. Grades and other evaluations of students by teacher/specialists will be adequately documented; based on achievement; and based on participation in working towards goals and objectives of the curriculum. No assigned grade will be changed other than by the teacher/specialists unless there has been a failure to comply with the grading practices herein outlined.

9.3.2 Teachers will have five (5) full business days to submit grades following the end of each term.

9.3.3 Teachers will have accurate academic grades in the gradebook by the mid-term of a grading period.

9.4 Student Discipline

9.4.1 In the process of maintaining a sound learning environment, the District has instituted, in compliance with WAC 180-40-225 and RCW 28A.600.010, a student conduct policy, prohibiting specific behaviors and stipulating that those behaviors may constitute cause for discipline, suspension, or expulsion. It is the intent of the Board of Directors that all students, parents, and District employees who deal directly with students have access to and an understanding of Washington laws and regulations pertaining to procedural and substantive rights of students.

Each building will use its decision-making model, including staff input, to establish a school-wide discipline and intervention plan; define, review and update Tier I, II and III behaviors; and establish common expectations for responses to these behaviors. This plan will include a clear protocol for timely communication and feedback to teachers about administrative response to behaviors. This plan will delineate resources for intervention supports for students who consistently struggle to meet behavioral expectations. This plan will also include processes for analyzing disproportionality concerns and equity issues. This plan will be communicated at the beginning of the school year (Section 9.4.6) and revisited in the middle of the year.

9.4.2 Authority is given to Employees and their designated supervisors to administer

discipline for non-compliance with rules of conduct and to administer emergency removal from a class, subject, or activity in accordance with WAC 180-40-290. Each school shall have a plan that is communicated to staff regarding who is responsible if/when no administrator is in the building. In addition, each Employee is empowered to recommend suspensions and expulsions for such misconduct. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or other status. In the exercise of disciplinary authority, Employees shall use reasonable and professional judgment.

9.4.3 The Board, Superintendent, and Employees' immediate supervisors shall support and uphold Employees in their efforts to maintain good order and discipline in their classrooms.

9.4.4 In instances where a student's behavior warrants discipline by a supervisor, emergency removal from a class, subject, or school activity, suspension, or expulsion, the Employee shall provide to their immediate supervisor in a timely manner a written description of the behavior, which shall include a review of the Employee's prior attempts to resolve the problem.

In all such instances, the immediate supervisor shall provide to the Employee in a timely fashion a written response which shall include a description of the action taken.

9.4.5 The Employee may, at any time, request in writing that an alternative class assignment or specific assistance be provided for a student whose conduct or misbehavior warrants a recommendation for change.

Such request shall include a documentation of the student's problem and a list of the types of corrective action already taken. When such a request is made and documentation is provided, the Employee will be informed in writing in a timely manner, of action taken.

9.4.6 The District shall hold building level meetings for Employees covering applicable federal, state, and local laws and District rules, regulations, and procedures related to student discipline. These meetings shall be held during the first 30 days of school at no cost to the Employees or the Association. Included in the meeting will be building rules of conduct and procedures for dealing with student discipline. Copies of relevant materials shall be made available to all Employees.

9.5 Peer Mentor

In the joint interest of providing support to teachers and improving student academic achievement, the District agrees to designate \$15,000 beyond the state funded teacher

assistance program each year for teacher peer assistance.

9.6 Kindergarten

9.6.1 Orientation

9.6.1.1 District-wide, the first three days of the school year will not have Kindergarten students in attendance for the purpose of family meetings.

9.6.1.2 On the fourth day, all Kindergarten students will start school and building administration will utilize paraprofessional staffing to provide additional support to the Kindergarten level on that day.

9.6.2 Assessment

For full day kindergarten see Memorandum of Understanding.

9.7 General Education Class Size and Workload

The District and the Association recognize that reasonable class size and workload should be retained for optimum learning. Application of class size and workload guidelines should not restrict the staff and administration from flexibility in seeking an ideal or desired learning environment. Class size and workload provisions should reflect individual school needs and unique circumstances.

The original work below was the result of the extensive work performed in 2004-2005 by the Joint Class Size Task Force. Task Force minutes set forth its philosophy, findings and recommendations that provide the groundwork for the District and the Association to continue their on-going work in the area of class size reduction and class composition issues. The Task Force acknowledged that the issues concerning class size involve more than the number of students in each class; specifically, the composition, or student make-up, of a class is recognized as being a critical element in dealing with class size reduction issues. It is acknowledged and agreed that student composition issues may require creative options that may not be described nor encompassed in contract language. The District and the Association have agreed that the class size reduction initiative will have immediate impact on budget support for staffing. It is the intent of the District and the Association to involve the educator and administrator in thoughtful discussions about appropriate resolution for class composition issues while remaining prudent about District expenditures.

The following ratios contribute to the District and the Association's efforts in addressing class size ratios at elementary and new efforts at secondary levels. The District and the Association have committed to making designated classes (defined below) as the initial focus, with the long-term goal of addressing Task Force recommendations for other classes.

Should the District qualify for extra State monies to be used specifically in a particular grade/span/subject area, the District and the Association will negotiate how those monies are spent. Should timelines preclude negotiations or preclude the completion of negotiations the District will request and give careful consideration to the Association recommendations on how those monies are to be spent. The resultant expenditure of the monies will be in compliance with the State guidelines. To that end, the parties have set forth the following targets for each level as follows:

The District and the Association shall recognize class size limits as follows with the understanding that if state allocation for class size funding changes significantly then both parties will revisit these limits:

9.7.1 In high poverty elementary schools as defined by the state allocation formula

9.7.1.1 Kindergarten – Grade 1 21 to 1

9.7.1.2 Grade 2 22 to 1

9.7.1.3 Grade 3 24 to 1

9.7.1.4 Grades 4 – 5 29 to 1

9.7.2 In all other schools

9.7.2.1 Primary (K-3) 24 to 1

9.7.2.2 Intermediate (4-5) 29 to 1

9.7.2.3 Secondary (6-12) 29 to 1 - total daily loads as described below.

9.7.3 Any student with a 1:1 paraeducator on a general education classroom roster is counted for overload in the general education classroom.

9.7.4 Any student on an ILC roster assigned 1:1 support will be counted for overload in the general education classroom if they come unaccompanied by 1:1 support. If the student is accompanied by 1:1 support during their time in the general education classroom they do not count for overload purposes.

9.7.5 Remedy Relief

Remedies for class size overload relief shall be calculated at \$10.00 per student per full day at designated target levels at elementary. At secondary, remedies shall be calculated by either daily total triggers or by individual section count, whichever is more favorable.

Remedies shall take effect the 11th school day after the start of school for elementary, and the 16th school day after the start of school for secondary.

9.7.5.1 Elementary Class Size

Elementary Classes: When individual K-5 class size numbers exceed the above ratios by one (1) student, the employee, in consultation with the principal, may select options as listed below:

- A. Release time (teacher)
- B. Funding for student materials
- C. Professional development
- D. Honorarium
- E. Paraeducator assistance (one hour per day) - contingent on if building staff is available. If a paraeducator is chosen and is unavailable, the honorarium will be the default remedy.

9.7.5.2 When individual K-5 class size numbers exceed the above ratios by two (2) or more students, the option of selecting two (2) hours of paraeducator time for two (2) or more is available.

9.7.5.3 When the class size limit exceeds the ratio limit by three (3) or more students, a conference with the employee, principal, and Human Resources should be held to examine other options available to determine the appropriate resolution, which may include the following additional considerations:

- A. Transportation of students
- B. Paraeducator assistance (3 students = 3 hours)
- C. New section established
- D. Reconfiguration of classes

9.7.5.4 Placement of Students

Student placement shall be based on the best fit and equity of sections and student numbers as determined by the principal, in consultation with teachers involved.

9.7.5.5 Elementary Specialists

- A. When individual classes are six (6) students over the target at K-3 grade level or 4-5 grade level, the employee is eligible for relief, calculated at \$10.00 per day for the six (6) students overload; for each student over six (6) students, add \$2.00 per class per day (Example – eight (8) students over target level in one section calculates at \$14.00 per day).
- B. When daily total is at six (6) students over the target at K-3 or 4-5 grade level, the remedy is \$10.00 per day; for each student over six (6) students add \$2.00 per day.
- C. Elementary library schedules consist of twenty-five (25) teaching sections, five (5) sections reserved for conference and planning, and five (5) sections reserved for library management for a total of thirty-five (35) sections. For teaching assignments exceeding twenty-five (25) sections, overload pay shall apply. Elementary schools with an enrollment of 450 students or more will receive three (3) hours of library support per day.

9.7.5.6 Secondary Class Size

It is recognized that secondary class sizes will vary depending on master schedule demands, class balance and student needs.

For teachers teaching 5 out of 6 classes, relief at secondary starts at five (5) students over daily totals specified below; remedy calculated at \$10.00; \$2.00 added for each student over five (5) (ex: seven (7) students over trigger equals \$14.00 per count day). For individual sections equal to five (5) students over target, remedy calculated at \$10.00; each additional student equal to \$2.00 per count day).

For teachers teaching 4 out of 5 classes, relief at secondary starts at four (4) students over daily totals specified below; remedy calculated at \$10.00; \$2.00 added for each student over four (4) (ex: six (6) students over trigger equals \$14.00 per count day). For individual sections equal to four (4) students over target, remedy calculated at \$10.00; each additional student equal to \$2.00 per count day).

The target daily aggregate for secondary classes are as follows:

Course	Target 1.0 FTE = teaching 5/6 classes	Target 1.0 FTE = teaching 4/5 classes
Language Arts, Social Studies, Science, Math, Reading, World Languages, World Language Exploratory, and Health	29:1 145 daily total 150+ eligible for relief	29:1 116 daily total 120+ eligible for relief
Band & Orchestra	40:1 200 daily total 205+ eligible for relief	40:1 160 daily total 164+ eligible for relief
Choir	50:1 See CBA below	50:1 See CBA below
Middle School PE	35:1 175 daily total 180+ eligible for relief	35:1 140 daily total 144+ eligible for relief
High School PE	40:1 200 daily total 205+ eligible for relief	40:1 160 daily total 164+ eligible for relief
Other Classes Not Listed Above	31:1 155 daily total 160+ eligible for relief	31:1 124 daily total 128+ eligible for relief

A. Choir Overload Remedies

1) When classes exceed the number above, teachers may choose from either release time (teacher), funding for student materials, professional development, honorarium, or any combination based upon the following student numbers. The remedy is calculated and paid each semester and will be based on student counts on October 1 and February 1.

- a. 51-60 = \$1,000
- b. 61-70 = \$1,500
- c. 71-80 = \$2,000
- d. 81+ = \$2,500

B. Staff teaching six (6) out of six (6) or five (5) out of five (5) periods are ineligible for remedial assistance under this section except for Choir, Band and Orchestra teachers.

- C. Consideration should be given to class sizes limited by number of work stations, safety, work areas and student supervision.
- D. Comprehensive secondary schools will receive three (3) hours of library support per day.
- E. If classes reach daily total overload and individual classes are in overload, the more favorable calculation applies.
- F. If the remedy is at or exceeds \$20 per day, Human Resources and the Association will consult.

9.7.5.7 Class Size Assistance and Combinations

- A. Exceptions in class size averages for special variations in curriculum, instructional methods, and staff organization will be allowed provided they are requested by the building staff and administration and are approved by the Department of Learning and Teaching.
- B. When paraeducator assistance is provided, the District shall assign a paraeducator to the classroom in an expeditious manner, teacher aide assistance shall remain in the individual classroom for five (5) days after the class size has returned to the above ratio.
- C. When paraeducator assistance is provided for overload relief, the Employee receiving such assistance, the affected specialist(s), and the principal may request what portion of the day is to be worked by the paraeducator. When the Employee's conference and planning time falls within the para's work schedule, the aide will remain with the students during the instruction provided by the specialist(s) and give assistance to the specialist(s). If the parties are unable to reach consensus, the decision of the Employee and principal will prevail.
- D. Any special education student who has a full-time para, or who has assigned para time, for specific instructional purposes will not be placed in those specific instructional settings without an aide.
- E. Employees assigned to two (2) or more buildings shall be scheduled in such a manner that they will not be required to

use the 30-minute lunch period time for necessary travel time between buildings. Mileage allowance shall be provided for travel between the work locations pursuant to this Contract.

- F. Combination or split grades shall be organized with careful attention to both the size of the class, curriculum support, and the class student composition; remedies listed above in Section 9.7.1 shall occur when combination or split class exceeds ratio (The lower target should be used for splits). If a teacher believes additional support is needed, the process in Section 9.7.3.10.B may be utilized.

9.7.5.8 Funding

The District and the Association have committed \$180,000 for class size reduction efforts for each year of the contract, allocated to elementary, middle school and high school on a per student basis. For secondary, these funds shall be directed toward classes in the order listed above. Should any funds remain unspent, the District and the Association shall meet at semester and year-end to discuss a distribution of unspent funds to continue class size reduction efforts, which may include compensation.

9.7.5.9 Class Size Reporting

Counts shall occur monthly. Human Resources shall report the results to the Association within ten (10) days of completion. Human Resources and the Association shall review the count data; class sizes that exceed the target ratios at each level shall be reviewed in order to determine and apply the appropriate remedy. The remedy at secondary shall be based on the month-end student counts. Elementary based upon information submitted by the building.

9.7.5.10 Class Composition

- A. To provide special support, a paraeducator will be employed for each of the three (3) middle schools for assignment by the site councils. Such instructional aide will work four (4) hours per day for 180 days.
- B. The District and the Association recognize that class and workload composition are important factors for an optimum learning environment. Therefore, when an Employee has concerns with the composition of their class or workload,

they shall explain the situation through appropriate administrative channels.

- 1) If/when a classroom teacher identifies a concern about class composition, the teacher should request a meeting with an administrator. The meeting will occur within five work days of the request. The administrator and the teacher will consider possible building options. If building resources are available, the resolution should be in place within ten (10) work days.
- 2) If building resources are not available, or if the teacher is not satisfied with the options developed, then the teacher may fill out a Class Composition Support Request Form and submit it to the principal. The principal will then submit this form within two (2) work days to the principal supervisor, Association President, and Human Resources (or designees).
- 3) The District and the Association will review and seek to resolve within ten (10) work days of the receipt of the form.
- 4) The District and Association recognize that all certificated Employees have the right to appeal decisions through these channels, and, ultimately to the Superintendent using Section 12.5.
- 5) The Class Composition Form will be shared with building staffs at the beginning and middle of the school year.

9.8 Conference and Planning Substitute Rotation

9.8.1 Employees who provide class coverage during their conference and planning will be paid their per diem rate.

9.8.2 Each building will develop a substitute rotation to cover for absences when no substitute is available. If there is a deviation from this rotation, the deviation would be subject to 80% or more approval from REA building staff. The rotation will take the following into account:

9.8.2.1 Allows for volunteers first.

9.8.2.2 All building REA members are on the rotation with the exception of nurses, psychologists, occupational or physical therapists, speech and language pathologists, special education teachers and

counselors.

9.8.2.3 Building administrators are on the rotation.

9.8.2.4 An individual person's request to skip a day due to extenuating circumstances should be honored; that person will then be at the top of the rotation for the next unfilled absence.

9.8.3 If any teacher is consistently required to provide coverage more than once a week, the District and Association will review the circumstances and discuss possible remedies, where appropriate.

9.8.4 The building rotation list will be regularly updated and published for building staff.

ARTICLE X
SPECIAL EDUCATION AND ALTERNATIVE PROGRAMS WORKLOAD

The District recognizes the need for appropriate special programs in order to meet the needs of students with disabilities, gifted and other special categories of students. Special programs are being provided in accordance with State laws and regulations, District policy and procedures, District instructional goals and objectives and available staff, financial and other resources. The administration works with the staff, community and appropriate agencies to develop, implement and regularly evaluate these programs.

10.1 Drugs, Medicines, and Medical Procedures

No teacher is required to administer medicine, drugs, or medical invasive procedures to student(s). Any Employee who administers oral medication to a student in substantial compliance with the prescription or written instructions of the student's physician or dentist shall be held harmless if there is any court or legal action as a result of the administration of medication or medical invasive procedure. See District Policies and Procedures 3400 Series.

10.2 Professional Development Programs

It is anticipated that no less than \$40,000 will be expended annually as described in this provision. Emphasis shall be placed upon resolution of the needs relating to mainstreaming and development of the IEP (Individualized Educational Program). In-service needs will be solicited from the building and program level staff. It is expected that funds may also be used for registration fees and Employee compensation beyond the regular work day/week. All programs and projects will be approved by the Department of Learning and Teaching.

10.2.1 In-service for all Employees as this relates to a better understanding of mainstreaming and IEPs.

10.2.2 In-service shall be provided for general education classroom Employees receiving students with disabilities. The training shall include, but not be limited to: (1) Defining the identified disability; (2) Methods and materials successful in working with that identified disability; (3) Teacher responsibilities under IDEA or any other statute, policy, rule or regulation; (4) District and other resources available to assist in working with the child.

10.2.3 Appropriate in-service for special education Employees so as to assist them in the development of IEPs.

10.2.4 Appropriate released time for staff members to work with the Department of Learning and Teaching in the planning of in-service sessions for general and special education staff consistent with professional development activities.

- 10.2.5 Appropriate release time for staff members to participate in planned in-service sessions relating to mainstreaming and IEP preparation.
- 10.2.6 Attendance at conferences relating to the above special education issues.
- 10.2.7 Before choosing to use an inclusion model for special needs students, the District will provide appropriate training for the staff involved; except staff member and principal may request inclusion for a particular classroom and waive training.

10.3 IEP Stipend

Special Education teachers who write IEPs shall be paid a stipend of \$2,000 per year for up to the first twenty-eight (28) IEPs. SLPs, OTs and PTs who write IEPs shall be paid a stipend of \$2,000 per year for the amount of IEPs indicated in the caseload section of this Article. One-half of the stipend shall be paid in the November pay warrant; the remaining one-half stipend shall be paid in the June warrant. Provisions of this item will be prorated for part-time Employee

10.4 IEP Release Time

- 10.4.1 Full time Special Education teachers will receive three (3) days of on-site release time, or the equivalent pay at per diem, for the purpose of developing IEPs and holding parent conferences. These days will be mutually agreed to by the administrator and employee. Provisions of this item will be prorated for part-time Employees.
- 10.4.2 RLC teachers with 35-40 IEPs will receive one (1) additional IEP release day, for a total of four (4) as described above.
- 10.4.3 RLC teachers with forty-one (41) or more IEPs will receive two (2) additional IEP release days, for a total of five (5) as described above.
- 10.4.4 Full time SLPs, OTs, and PTs will receive three (3) days of on-site release time for the purpose of developing IEPs and holding parent conferences. These days will be mutually agreed to by the administrator and employee. Provisions of this item will be prorated for part-time Employees.

10.5 WA-AIM Stipend

Special Education teachers responsible for writing WA-AIM assessments for students will receive a \$300 stipend if they are responsible for one to five (1-5) WA-AIMs and \$600 if they are responsible for six (6) or more WA-AIMs, paid in the July pay warrant.

10.6 IEP Caseload Limits

10.6.1 Special education classroom teachers with IEPs over twenty-eight (28) shall be paid two (2) hours for each IEP over 28 at per diem. Special circumstances warranting additional pay may also be granted.

10.6.4 For other special education ESA staff (SLP/OT/PT/Psych) overload, see the designated sections below.

10.7 Supports for Working with Special Education Students

10.7.1 Any general education Employee with a student with disabilities in their classroom shall have provided adapted educational equipment or adapted learning materials deemed necessary for that student by the District.

10.7.2 When new teaching skills are required within existing or new special education programs, the District shall provide and/or facilitate training at no cost to the Employee.

10.7.3 The District agrees to maintain staffing in special programs for students with an identified disability at the levels outlined in the Class Size section of this Article to provide exceptional children an opportunity to achieve.

10.7.4 The placement of a student with disabilities into any classroom shall be discussed with the referring and receiving Employee(s) prior to student placement to the extent allowed by law.

10.7.5 The District shall provide to each Employee a copy of the eligibility requirements and entry procedures to enroll a child in special education. Each building shall receive copies of the Procedural Handbook for Special Education, which includes Procedures for Students' Program Changes and Multi-disciplinary Assessment Team Procedures.

10.8 Special Education Teacher Class Size, Caseload, and Workload

10.8.1 The Special Education Classroom paraeducator staffing and workload plan is stated in the chart below. Special Education programs are:

10.8.1.1 Resource Learning Center (RLC)

10.8.1.2 Instructional Learning Center(s) (ILC), which include designated classes in schools, such as GOALS, and Renton Academy.

10.8.1.3 Integrated Kindergarten

10.8.1.4 Preschool

10.8.2 General education kindergarten classrooms with students with an IEP will receive paraeducator staffing as if it were an Integrated Kindergarten classroom (20:1) at the rate described in the table below. This is beyond the paraeducator support generated by the caseload of the Resource Room teacher.

10.8.3 The Resource Learning Center teacher’s caseload will include all students with IEPs from Kindergarten to 5th grade for whom the RLC teacher is expected to write the IEP for the purpose of calculating paraprofessional support.

10.8.4 Special Relief for Class Size Overages

The District shall provide special relief when class sizes exceed the limitations described below in each category. Such special relief shall be provided in the form of transferring students to reduce class size, compensation, additional paraeducator time, substitute, additional planning time, the creation of additional staffing in the form of additional sections, or other remedies mutually agreed upon.

10.8.5 Students with Individual Paraeducator Time

Students with individual paraeducator time shall not be counted in the overall student numbers used to determine the class size with the exception of the special relief as defined in Section 10.8.2.

Resource Room: Elementary

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
0 - 15 students	0
16 - 30 students	4
31 - 38 students	6.5
39 students or more	Special Relief

Resource Room: Middle School

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
0 - 5 students (avg. section count)	0
6 - 11 students (avg. section count)	4
12 - 14 students (avg. section count)	6.5
15 or more students (avg. section count)	Special Relief

Resource Room: High School

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
1 - 11 students (avg. section count)	4
12 - 14 students (avg. section count)	6.5
15 or more students (avg. section count)	Special Relief

Instructional Learning Center (ILC EBD): Elementary, Middle School, High School

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
1 - 10 students	21
11 or more students	Special Relief

Instructional Learning Center Kindergarten (ILCk)

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
1 - 5 students	13
6 - 9 Students	26
10 or more students	Special Relief

Instructional Learning Center: Elementary (ILCp & ILCi)**Instructional Learning Center ASD: Elementary, Middle School, High School**

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
1 - 9 students	13
10 - 14 Students	19.5
15 or more students	Special Relief

Instructional Learning Center (ILC): Middle School, High School

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
1 - 9 students	13
10 - 14 Students	26
15 or more students	Special Relief

Instructional Learning Center (ILC): High School Goals

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
1 - 7 students	19.5
8 - 12 students	32.5
13 or more students	Special Relief

Instructional Learning Center, Severe (ILCs): Elementary, Middle School, High School, Medically Fragile

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
1 - 7 students	26
8 - 12 Students	39
13 or more students	Special Relief

Pre-School (Special Education only)

Sections	Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days
One section	Up to 10 students	6.5
Two sections	Up to 20 students	13
	Open a new section	Special Relief—when 6 classes each exceed 10 students by 1 student, a new section is established.

10.9 Speech and Language Pathologist (SLP) Caseload and Workload

10.9.1 Based on a 1.0 FTE SLP, the caseload will be forty-five (45) students. In any month, an SLP with a caseload count of fewer than forty (40) students, with the exception of SLPs with extra assignments such as Assistive Technology Team and Child Find, will be expected to assist those SLPs with overload counts.

10.9.2 At the beginning of the month, caseload count will be monitored by the return of the confirmed monthly roster beginning in October. For the purpose of this agreement, “caseload count” means the number of students on the current IEP monthly roster that are in compliance. Special circumstances will be considered for situations where the IEP cannot be completed in a timely manner.

The caseload count shall include the number of related services cases by a ratio of one (1) IEP served to five (5) related services cases for determining overload. For example, an SLP with an IEP caseload count of 43 IEPs and five (5) related services cases would have a total caseload count of 44, and would not qualify for overload relief. However, an SLP with a caseload count of 44 IEPs, and ten (10) related services cases would have a total caseload count of 46, and would qualify for overload relief, as defined below.

10.9.3 If the SLP is over the caseload count (as defined above), and the overload cannot be adjusted by the supervisor, they shall collaborate with the supervisor to establish relief from the following options:

- A. Once the caseload count exceeds 45, an SLP will receive assistance from the other SLP/SLPAs, with the hours per week determined each month, with possible options as follows: (a) provide direct service time with students; (b) conduct assessments (initial reevaluation and exit, including reports); (c) provide direct service to preschool only students, private, or home-schooled students; (d) other options mutually agreeable. If such relief does not address the overload, then the honorarium described below applies.
- B. For each month where the caseload count reaches 48 students, as defined above, and the remedies described in (a) through (d) do not relieve the caseload count, an SLP will receive an honorarium of \$90 per month, determined on a monthly basis. For each student over 48 that the SLP serves they will receive an additional \$30 per month.

10.9.4 For each IEP over forty-five (45), the SLP will receive two (2) hours of per diem.

10.10 Psychologists Caseload and Workload

10.10.1 Psychologists will receive an additional two (2) hours of per diem pay for each additional evaluation or re-evaluation over 70 in one year (prorated for part time). It is anticipated that the average workload of psychologists will be 70 evaluations per year. The District will consider additional pay for assignment of unique or special circumstances which, although single case, may require extensive time.

10.10.2 Psychologists will receive a supplemental contract for ten (10) additional days per 1.0 FTE.

10.11 Occupational Therapists (OT) and Physical Therapists (PT) Caseload and Workload

10.11.1 At the beginning of the month, caseload count will be monitored by the return of the confirmed monthly roster beginning in October. For the purpose of this agreement, "caseload count" means the number of students on the current IEP monthly roster that are in compliance. Special circumstances will be discussed and a plan of action will be mutually agreed upon by OT/PT Supervisor and therapist. Special Circumstances may include legal issues, number of schools, additional assignments, number of evaluations, travel time, and special programs.

10.11.2 OT and PT caseloads shall be reasonably equitable taking into consideration the numbers of students served, the degree of services required of the group of students assigned to any one OT or PT at any one time, number of programs

and number of schools to which the OT or PT is assigned (travel time considerations).

- 10.11.3 The Executive Director of Special Services or designee shall meet with all OTs and PTs as necessary to allow the total group to review current caseloads and consider any balancing adjustments.
- 10.11.4 If the caseload count for OTs and PTs exceeds the limits described below, the OT or PT will receive assistance from other OTs or PTs, with the hours per week determined each month, with possible options as follows: (a) provide direct service time and students; (b) conduct assessments (initial reevaluation and exit, including reports); (c) provide direct service to preschool only students, private, or home-schooled students; (d) other options mutually agreeable. If such special relief does not address the overload issues, then the honorarium described below applies
- 10.11.5 The caseload for an Occupational Therapist is 35 per 1.0 FTE.
 - 10.11.5.1 OTs with a caseload of 36 or more will receive extra help or per diem pay.
 - 10.11.5.2 OTs with a caseload of 27 or fewer in any month, with the exception of those with extra assignments, will be expected to assist OTs with overload counts.
 - 10.11.5.3 If these remedies outlined in 10.10.4 do not relieve the caseload count, the OT will receive an honorarium of \$50 per month per student.
- 10.11.6 The caseload for Physical Therapists is 28 per 1.0 FTE.
 - 10.11.6.1 PTs with a caseload of 29 or more will receive extra help or per diem pay.
 - 10.11.6.2 PTs with a caseload of 25 or fewer in any month, with the exception of those with extra assignments, will be expected to assist OTs with overload counts.
 - 10.11.6.3 If these remedies outlined in 10.10.4 do not relieve the caseload count, the PT will receive an honorarium of \$75 per month per student.
- 10.11.7 Certified Occupational Therapy Assistant & Physical Therapy Assistant support will increase the OT/PT caseloads by 8 students.
- 10.11.8 Prior to hiring any additional OTs or PTs, the District will offer its part-time OTs

or PTs the additional FTE based on OT or PT seniority.

10.12 Special Education Clerical Support

Additional clerical support shall be provided to the special education teachers and ESA staff providing services related to special education students served in the building. These positions are not for augmenting office time, and cannot be used as office back-up, except for emergencies. The special education clerical support is expected to have a regular work station, away from the Main Office whenever possible, at each building they serve. The schedules should be established to minimize travel time, and to provide approximate prorated level of service at each building.

10.12.1 Beginning with a review of the job description and the concerns represented in the special education clerical survey, a joint District and Association committee will meet by September 30, 2018, to outline common expectations and best practices of the special education clerical position.

10.12.2 For 2018-2019 a maximum of 92 special education clerical hours will be allotted for thirteen (13) Special Education Clerical positions.

10.12.3 By April 30, 2019, the joint District and Association committee mentioned in 10.11.1 will meet to determine building pairings for 2019-2020.

10.12.4 Barring any major changes to programs or student counts, building pairings for 2020-2021 should remain the same as 2019-2020.

10.13 Other Special Education Provisions

10.13.1 Special Education staff will be included in training for curriculum adoptions.

10.13.2 The model for inclusive pre-school programs is up to five (5) typically developing pre-school students and ten (10) special education students.

10.13.3 All Special Education paraeducators have two (2) hours of paid time prior to the start of school to meet with teachers, subject to the RESP CBA.

10.13.4 Principals will schedule time for paraeducators to be able to meet with teachers, subject to the RESP CBA.

**ARTICLE XI
TRANSFER AND ASSIGNMENT**

11.1 Philosophy

Although assignment is ultimately the responsibility of the Superintendent or designee and is governed by a variety of Washington State laws regarding assignment and certification, the District and the Association believe that staffing decisions should consider best match for the position and should offer building staff and students the teachers who can best help them meet their building learning goals. In that endeavor, within prevailing assignment and certification rules and within the provisions of this contract, the District and the Association believe that a balance must exist between the individual rights of a teacher to impact their assignment and the rights of a building staff to have a meaningful role in the selection process for positions available in individual buildings.

11.2 Employee Initiated Transfers

11.2.1 General Transfer Request

Any employee wishing a transfer for the following year should submit an active application indicating which buildings or positions for which the employee wishes to be considered.

11.2.2 Annual District-wide Staffing/General Transfer Process

Each spring the District conducts a variety of activities in order to determine the staffing levels needed for the following school year and to determine specific individual assignments. Individual assignments may change in response to individual requests to transfer due to retirements, resignations, leaves, return from leaves, and personnel situations requiring priority placement. Management spring staffing activities include:

11.2.2.1 Project student enrollment for each school.

11.2.2.2 Determine the staffing FTE authorized for each individual school based upon the student enrollment projection and the bargained class size average.

11.2.2.3 Inform individual building staffs of the FTE authorized for their building and the need for any staffing changes – increasing or decreasing the building’s FTE.

11.2.2.4 Review and accept retirements, resignations, and requests for leaves of absence.

- 11.2.2.5 Confirm returns from leaves of absence.
- 11.2.2.6 Allow individual buildings to consider in-building changes in assignment before declaring which grade or subject vacancies exist to be filled. These changes are available to continuing contract, in-building employees.
- 11.2.2.7 Make priority placements such as leave returns to known vacancies. Placements of transfer request without required interviews may be made at this step in the process in order to accommodate as many individual preferences for leave return as is possible.
- 11.2.2.8 In-building leave replacement employees or other one-year employees may be considered for and assigned to the position prior to consideration of general transfer requests.
- 11.2.2.9 For in-district applicants (Section 11.2.1) matching vacancy preferences, an informal conference with a building administrator will occur. Positions may be offered prior to scheduling an interview as noted in number 10 below.
- 11.2.2.10 Schedule and conduct interviews with a team that will include an in-building Association member whenever possible for each of the known vacancies with consideration given to:
 - A. Certification
 - B. Experience in the grade span, specific subject or program. Grade span, is defined as (K-2, 3-5, 6-8, 9-12);
 - C. Length of service (number of years regardless of FTE) in the District in a certificated position;
 - D. Recency of training desired;
 - E. Experience in the buildings, familiarity with students and building programs;
 - F. Program, building or team match.
- 11.2.2.11 Inform individuals of selection and non-selection. In situations where the District selects an individual other than the senior candidate, it shall set forth in writing, upon the written request of the senior employee applicant, its reason(s) for the selection. Such reason(s) may be reviewed through, but not beyond, Step 2 of the

Grievance Procedure.

11.2.3 Specific Vacancy and Transfer Process

The District shall publish the availability of specific vacancies by posting openings on the Personnel job board and by posting the openings electronically on the District Network and the District job line. Applications in response to a specific vacancy may be submitted at any time. However, except in unusual circumstances, transfers will be made only at the end of the school year to be effective for the following school year.

The District shall follow its normal selection process in filling specific vacancies. This process includes accepting and screening all applicants for the position(s). Applicants, including in-District requests to transfer to a specific vacancy, will be contacted if selected for an interview. Retired employees who have been rehired are subject to provisions outlined in Memorandum of Understanding dated September 1, 2005.

11.3 Displacement Procedures and District Initiated Transfer

11.3.1 The ultimate assignment of employees is the responsibility of the Superintendent or designee. Although every effort will be made to seek and to grant employee-initiated transfers, circumstances may necessitate a change in assignment. Such circumstances include changes in student enrollment and program elimination or reduction. The District shall make such transfers and changes in assignment in the spring whenever possible. However, final assignments are subject to the timing of the circumstances which precipitated the change. In the event that designated positions are not able to be maintained due to significant reduction in state or federal funding, those positions will be subject to the displacement procedures pursuant to this section.

11.3.2 Employees may be transferred by the Superintendent or designee to positions for which their preparation, certification and experience fit them. They may not be transferred, except temporarily, and for good cause, outside the scope of their certificates or their major or minor fields of study. Performance in such temporary assignments will not be used as a basis for the probation level of the evaluation process.

11.3.3 The process for notifying designated employees who will be subject to displacement due to the reduction of their position shall be as follows: The principal or evaluator will review the list of displaced staff, and shall first seek volunteers for any displacement within the building or program/subject area.

11.3.4 In those circumstances where the District is not able to recruit volunteers who

wish to transfer, employees who are subject to a District-initiated transfer [a change in assignment] will be advised of the potential reassignment and will be given the opportunity to meet with District staff who will inform them of the criteria and the circumstances requiring District action. Although there may be circumstances unique to a specific situation, District-initiated transfers and changes in assignment will be made giving consideration to the following:

11.3.4.1 Certification;

11.3.4.2 Seniority as recognized by the District for salary schedule placement;

11.3.4.3 Experience in the grade span, specific subject or program. Grade span is defined as K-2, 3-5, 6-8, 9-12;

A. Grade span means: general education certificated staff assigned to classroom teaching by spans, which is preschool, K-2, 3-5, 6-8, 9-12. Displacements would occur in seniority order within the grade span for reductions of classroom teaching positions; and,

B. Subject, department or program area means: certificated staff assigned to positions within a Department of Learning and Teaching program/subject or department within a building; displacement would occur by seniority order within the identified subject/department/program areas, e.g., career and technical education positions; professional development coach/subject area coaches; elementary generalists; English as a second language; special education; athletic coordinators; librarians; counselors; elementary band/orchestra; music; physical education; other ESA positions; secondary departments;

C. Teacher on special assignment (e.g. facilitator) positions are singleton, stand-alone subject specific positions and may be subject to reduction due to funding cuts.

11.3.4.4 Extent and recency of training.

11.3.5 Process: In order to minimize the disruption to a building, and consistent with past practice for staff reductions, staff subject to displacement may elect to take an open position in the building or program, subject to seniority, certificate and endorsement requirements. The guidelines are:

11.3.5.1 Staff with a 1.0 FTE assignment who received a displacement notice

for a partial FTE reduction, e.g., a .5 FTE reduction, may opt to take a partial FTE assignment within the building or assignment.

- 11.3.5.2 A staff member with a 1.0 FTE who received a partial FTE displacement may opt to take an available 1.0 FTE assignment within the building if the staff member relinquishes the other partial FTE. The remaining partial FTE displacement will be placed into a “pool” for open positions.
- 11.3.5.3 Staff on a partial FTE leave for a job share position, and who give timely notice of intent to return to a 1.0 FTE, may take the other portion of their job share assignment when it becomes open, based on seniority between the job share partners;
- 11.3.5.4 Staff on leave from their assignment for one year or less than one school year may return to their position they were absent from; staff on leave from an assignment for more than one school year shall be returned to an open assignment according to Article X, through Human Resources.

11.3.6 Displacement Assignment Selection

For the displacement assignment selection process, the available positions will be made available in the following order:

- 11.3.6.1 Staff subject to the involuntary transfer/displacement process shall have first priority of selection of open positions;
- 11.3.6.2 Staff applying for a voluntary transfer shall have the second priority in being offered positions available for transfer; and,
- 11.3.6.3 Staff returning from a leave of more than one year shall have last priority in being offered positions available for transfer.

11.3.7 Assignment from one general grade level to another will not be made except under emergency conditions or when the only alternative is non-renewal. General grade level is defined as elementary, middle school, or high school. The goal is a placement which will be successful for both the teacher and the students. When no other alternative is available, assignment to another general grade level, specific subject or program will not be subject to the probation level of the evaluation procedure.

11.3.8 If the Employee believes that the District has not appropriately implemented the provisions of this Article, such action is subject to the grievance procedure in compliance with Article IX.

11.3.9 Employees who have been reassigned or transferred by the District will be granted preferential consideration to return to the specific position from which they were transferred. In addition, by completing the General Transfer Request, such employees will be considered as priority placement in the following spring staffing process described in this Article under Section 10.2. If the Employee rejects the offer of a position requested, the District has met its obligation and the Employee's future request for transfer will be considered as described in the process noted herein for employee-initiated transfer.

11.3.10 In the event of anticipated large numbers of changes in assignment, the District and the Association will work together to inform employees of the impending action(s) and to inform them of options available. The first goal will be to seek volunteers.

11.4 School Closures

In the event of any school closure or program terminations the District will place continuing Employees according to the provisions in Article XI, Transfer and Assignment.

**ARTICLE XII
GRIEVANCE PROCEDURES**

12.1 Purpose

The purpose of these procedures is to provide for the orderly and expeditious adjustment of grievances. As used in these grievance procedures, grievance means a claim of an Employee or the Association alleging misinterpretations or inequitable application of provisions of this Contract or specific provisions of policy, rules and/or regulations of the District.

The Parties recognize the importance of prompt resolution of such Employee problems at the level closest to the problem through informal discussions and resolution between those involved or, if necessary, with the assistance of a neutral party. In the interest of fairness to all parties involved, it is agreed that no reprisals shall be taken against persons involved in grievance proceedings.

Procedures for handling grievances shall be of three types:

- 12.1.1 Contract provision interpretation and application grievances will be processed as noted in Section 12.3 (Contract Grievance Procedures).
- 12.1.2 District policies and rules/regulations, specific provisions interpretation and application grievances will be processed as noted in Section 12.4 (Policy Rules/Regulations Procedure).
- 12.1.3 Complaints regarding matters other than contract, district policies and rules/regulations will be processed as noted in Section 12.5 (Complaints Regarding Matters Other Than Contract, Policies and Rules/Regulations Procedures).

12.2 General Provisions

- 12.2.1 Association representatives have a right to be present for any meetings, hearings, appeals, or other proceedings relative to grievances which have been formally presented. Administrative meetings that do not include Employee or Employee witness contacts and which are purely of a management nature are not included in this provision.
- 12.2.2 Nothing contained herein shall be construed as limiting the right of any grievant to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association; nor shall any clause contained herein be construed as limiting the right of any grievant to take appropriate action under any statutory guarantee or provision. However, the Association may be in attendance at these discussions. Any proposed disposition of the grievance shall be consistent with the terms of this Contract.

A grievant may be represented at all stages of the grievance procedure by themselves, or a person of their own choosing, or at their option, by Association representatives selected by the Association. If an aggrieved party chooses not to be represented by the Association, the Association, nevertheless, shall be given timely notice in order to have the opportunity to be present and to state its views prior to the final recommendation for resolution of the grievance.

- 12.2.3 Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum and every effort shall be made to expedite the process. In initiating a grievance the grievant will present the grievance in writing on the appropriate grievance form to the immediate supervisor within twenty (20) work days after the grievant knew or demonstrably should have known the action or inaction occurred. Time limits may be extended or waived by mutual written consent. If the stipulated time limits are not met by the District, a resolution favorable to the grievant as requested by the grievant in Grievance Form I will result. If the stipulated time limits are not met by the grievant, the grievance shall be deemed dropped and will not be reviewed at any higher school district administrative level. All days referred to shall be considered to be the aggrieved Employee's scheduled work days, provided that any grievances (1) filed just prior to the end of the Employee work year, or (2) filed after the end of the work year regarding a grievable matter which occurred prior to the end of the work year, or (3) filed after the end of the work year regarding a matter which occurred after the end of the work year, shall be processed counting days as though the Employee were working during the entire period.
- 12.2.4 If a number of Employees have the same grievance, their grievances may be consolidated for hearing and resolution purposes into a class action grievance for all involved upon the consent of the grievants, Association and District.
- 12.2.5 Whenever possible, hearings will be scheduled during non-student contact time. If the hearing is scheduled during class contact time, the District will provide a substitute at District expense for the grievant, the observers, the representative of the Association and reasonably requested witnesses. Witnesses will be present only when testifying.
- 12.2.6 Nothing below, with the exception of Section 12.3, Clause 12.3.3, Binding Arbitration, shall be considered in any way to prohibit, restrict or preclude the rights of parties to resort to legal adjudication for resolution of disputes.
- 12.2.7 No new documentary evidence or witnesses will be introduced at the Arbitration level hearing by the Association or the District unless made known to the grievant(s) and Association or District at least three (3) days prior to the hearing or it is mutually agreed that they be introduced or either party is directed to do so by the Arbitrator.

12.2.8 Appropriate grievance forms will be provided by the District and will be available to the Employee upon request from the immediate supervisor.

12.3 Contract Grievance Procedures

The purpose of this section is to provide for an acceptable method for the prompt and equitable settlement of grievances involving the interpretation and application of this Contract.

Informal Discussion(s): The grievant's concerns will be presented verbally by the grievant to the immediate supervisor. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. If the grievant is not satisfied with the informal discussion(s) relative to the matter in question, they may proceed to the formal grievance procedure Step One.

12.3.1 Step One

12.3.1.1 The grievance will be presented in writing on Grievance Form I to the immediate supervisor within twenty (20) work days after the grievant knew or demonstrably should have known that the action or inaction occurred. The grievance form will be signed and dated by the parties at the time of receipt by the immediate supervisor, and will identify the item(s) of the Contract deemed violated and the specific resolution sought. One copy of Grievance Form I shall be retained by the grievant and the remaining copies distributed by the immediate supervisor as follows: the original to the immediate supervisor and one copy each to the Association and the Superintendent or designee.

12.3.1.2 Within ten (10) work days after receipt of Grievance Form I the immediate supervisor will, if requested by the grievant, schedule and hold a formal Step I conference. Every effort shall be made in the formal conference to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. The immediate supervisor shall provide a written response to the grievant on Grievance Form II within ten (10) work days following the Step I conference or within ten (10) work days after receipt of the grievance if no conference is held. Copies of their response shall be distributed by the immediate supervisor as follows: one copy each for the Association, the Superintendent or designee, immediate supervisor, and the original to the grievant.

If a grievance arose from or can only be resolved by a higher level of supervision, the immediate supervisor may, with the

concurrence of the Superintendent or designee, have their response prepared by the appropriate District supervisor. In these cases, the appropriate District supervisor may replace the immediate supervisor in any further proceedings.

12.3.2 Step Two

12.3.2.1 In the event the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may within five (5) work days of the receipt of Grievance Form II refer the written grievance on Form III to the Superintendent or designee for resolution. One copy of Grievance Form III shall be kept by the grievant, and the Superintendent or designee shall distribute the remaining copies as follows: one each to the Association and the immediate supervisor.

12.3.2.2 The Superintendent or designee shall schedule and hold a meeting to take place within fifteen (15) work days of acknowledged receipt of Grievance Form III. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines of this level up to ten (10) work days to allow the District Discrimination Compliance Officer time to make a separate investigation presenting the findings and recommendations to the Superintendent or designee for considering in the grievance hearing resolution at this level. The grievant and Association shall receive and acknowledge notification of said meeting at least five (5) work days prior to the date of the meeting.

Persons present at the Superintendent or designee meeting may include only the following: the grievant(s), the immediate supervisor (or appropriate District supervisor), a representative each of the Association and the District, one observer each for the grievant and immediate supervisor, those witness(es) who will provide relevant testimony regarding the grievance issue and the person selected to hold the conference on behalf of the Superintendent or designee.

12.3.2.3 The Superintendent shall provide a written response and decision to the grievant within ten (10) work days following the Superintendent or designee meeting. Distribution by the Superintendent or designee of the response shall be as follows: one copy each for the Association, immediate supervisor, and the original to the grievant.

12.3.3 Step Three

In the event the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant and the Association may mutually, within ten (10) work days of the receipt of the Superintendent's findings and recommendations, submit the grievance to the Federal Mediation and Conciliation Service (FMCS) or PERC for arbitration under their rules and within the following guidelines:

- 12.3.3.1 If there is mutual agreement between the District and the Association, arbitration may be held under the expedited rules of the American Arbitration Association.
- 12.3.3.2 If a question of arbitrability is raised, this will be determined before any consideration will be given to the substantive matters of the grievance.
- 12.3.3.3 The Arbitrator shall limit their decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of the Contract and the expressed terms therein, but they shall be without power or authority to establish or adjust salary schedules. This stipulation shall not prohibit the Arbitrator from making interpretations or judgments regarding application of the salary schedules as they have been negotiated and agreed upon. The Arbitrator's decision shall be in conformity with all existing laws. This shall not preclude the Association's right to appeal to a court of law for an enforcement order.
- 12.3.3.4 There shall be no appeal from the Arbitrator's decision if it is within the scope of their authority, except those grievances involving charges of discrimination in which cases the grievant may further pursue their complaint to any appropriate agency(ies). It shall be final and binding on the Association, the grievant(s) involved, the Administration, and the Board.
- 12.3.3.5 The fees and expenses of the Arbitrator shall be shared equally by the District and the Association in those grievances mutually initiated by the grievant and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. (Except the District shall be responsible for necessary released time of Employees as provided in the introductory language to these Grievance Procedures.)

12.4 Policy, Rules/Regulations Grievance Procedure

The purpose of this section is to provide for an acceptable method for the prompt and

equitable settlement of grievances which involve a condition, action or lack of action by the District which is a difference(s) of opinion in the interpretation and application of specific District policy, and rules/regulations.

Informal Discussion(s): The grievant's concerns will be presented verbally by the grievant to the immediate supervisor. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. If the grievant is not satisfied with the informal discussion relative to the matter in question, they may proceed to the formal grievance procedure Step One.

12.4.1 Step One

12.4.1.1 The grievance will be presented in writing on Grievance Form I to the immediate supervisor within twenty (20) work days after the grievant knew, or demonstrably should have known, that the action or inaction occurred. The grievance form will be signed and dated by the parties at the time of receipt by the immediate supervisor, and will identify the nature of the grievance and the specific resolution sought. One copy of Grievance Form I shall be retained by the grievant and the remaining copies distributed by the immediate supervisor as follows: the original to the immediate supervisor and one copy each to the Association and the Superintendent or designee.

12.4.1.2 Within ten (10) work days after receipt of Grievance Form I the immediate supervisor will, if requested by the grievant, schedule and hold a formal Step One conference. Every effort shall be made in the formal conference to develop an understanding of the facts and issues in order to create a climate which will lead to resolution of the problem. The immediate supervisor shall provide a written response to the grievant on Grievance Form II within ten (10) work days following the Step One conference or within ten (10) work days after receipt of the grievance if no conference is held. One copy of Grievance Form II shall be retained by the immediate supervisor and the remaining copies distributed as follows: The original to the grievant and one copy each to the Association and the Superintendent or designee.

12.4.2 Step Two

12.4.2.1 In the event the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may, within five (5) work days of the receipt of Grievance Form II from their immediate supervisor, refer the written grievance on Form III to the

Superintendent or designee for resolution. One copy of Grievance Form III shall be kept by the grievant and the Superintendent or designee shall distribute the remaining copies as follows: one copy each to the Association and immediate supervisor.

12.4.2.2 The Superintendent or designee shall schedule and hold a meeting to take place within fifteen (15) days of acknowledged receipt of Grievance Form III. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines at this level up to ten (10) work days to allow the District Discrimination Compliance Officer time to make a separate investigation presenting the findings and recommendations to the Superintendent or designee for considering in the grievance hearing resolution at this level. The grievant and Association shall receive and acknowledge notification of said meeting at least five (5) work days prior to the date of the meeting. Persons present at the Superintendent or designee meeting may include only the following: the grievant(s), the immediate supervisor, a representative each of the Association and the District, one observer each for the grievant and immediate supervisor, those witness(es) who will provide relevant testimony regarding the grievance issue and the person selected to hold the conference on behalf of the Superintendent or designee. Witnesses will be present only while testifying.

12.4.2.3 The Superintendent shall provide a written response and decision to the grievant within ten (10) work days following the Superintendent or designee meeting. Distribution by the Superintendent of their response shall be as follows: one copy each for the Association, Superintendent or designee, immediate supervisor, and original to the grievant.

12.4.3 Step Three

In the event the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may, within ten (10) work days of the receipt of the Superintendent's findings and recommendations, mutually with the Association, submit the grievance to a hearing officer for resolution within the following guidelines:

12.4.3.1 The Association and the District will each select a hearing officer. The two (2) hearing officers selected will choose a third officer to serve. The three (3) officers will constitute the hearing officer panel from which an officer will be drawn for a grievance hearing. In making their respective selections, both the District and the

Association and the officers they select will choose local, Renton area community persons who have exhibited an interest in community and/or school affairs. In the event the Association and the District selected officers cannot mutually select a third hearing officer within ten (10) work days, the Association and the District will each submit three (3) additional names. All six (6) names shall be placed into a proper receptacle and one name shall be drawn by lot by the Superintendent.

- 12.4.3.2 The names of these selected hearing officers will be placed on a list by means of a drawing to be held by the District and Association not later than thirty (30) work days after the ratification of this Contract. Copies of this list of hearing officers will be available in the District and Association offices and elsewhere, if desired by either party.

Hearing officers for a particular grievance will be selected in rotation in order of placement on the hearing officer list. If a selected hearing officer cannot fulfill a given hearing assignment, the next person on the list will be selected.

- 12.4.3.3 The selected hearing officer shall schedule and hold a hearing to take place not more than fifteen (15) work days nor less than ten (10) work days after their designation as hearing officer. The grievant, Association and the District will be notified of the meeting not less than five (5) work days before the scheduled date of the meeting.

Each side will be given broad latitude in the placing of evidence and calling of witnesses and will provide the hearing officer and each other with a tentative list of witnesses at least two (2) days before the scheduled date of the hearing.

Persons present at the hearing shall include only the following: the grievant, the immediate supervisor, and one representative each of the Association and the District, one observer each for the grievant and immediate supervisor, those witnesses who will provide relevant testimony regarding the grievance issue and the hearing officer.

The hearing officer shall conduct the hearing in an informal non-legal atmosphere. The hearing officer will be given broad powers to call witnesses, obtain data, examine records, etc., in an attempt to reach an equitable resolution of the grievance. They, however, must respect the confidentiality of such records and

disclose only such information as required to substantiate their findings.

12.4.3.4 Within fifteen (15) work days of the hearing, the hearing officer will submit written findings and recommendations to the Board. Copies of their findings and recommendations will also be submitted to the Association and the grievant.

12.4.3.5 At the first regular Board of Directors' meeting following the receipt by the Board of the findings and recommendations of the hearing officer, the Board will take formal resolution action relative to the grievant; provided such findings and recommendations have been received at least five (5) days prior to said Board meeting. Copies of Board action will be sent to the grievant, the hearing officer and the Association. Notification by the Board must take place within five (5) days after such action.

The fees and expenses of the hearing officer shall be shared equally by the District and the Association in the Step Three grievances mutually initiated by the Employee and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. (Except the District shall be responsible for necessary released time of Employees as provided in the introductory language to these Grievance Procedures.)

Compensation for hearing officers shall be determined and stipulated prior to final agreement of the roster. It shall be understood that the utilization of hearing officers is in part an attempt by the District and the Association to utilize local community resource persons, who ideally would regard a request to service as at least in part a contribution of their time as a community service.

12.5 Complaints Regarding Matters Other Than Contract, District Policies and Rules/Regulations

The purpose of this section is to provide for an acceptable settlement of grievances involving complaints regarding matters other than Contract, District policies and rules/regulations.

Procedures for handling grievances under this Section shall be identical with the procedures under Section 12.3., Clause 12.3.1 through Clause 12.3.2 inclusive. Final resolution for grievances of this nature will be at Step Two, Superintendent or designee.

**ARTICLE XIII
PROFESSIONAL COMPENSATION**

- 13.1 The salary schedule for Employees with degrees, credits and years of experience is shown in Appendix A. Placement on the salary schedule is based on receipt of acceptable documentation verifying experience, degrees and clock hours per WAC 392.12.280.

The District and the Association recognize that teaching, in its broadest sense, is complex. We affirm and respect that educating students is a demanding, challenging, and nuanced profession that requires substantial individual time beyond the workday to complete professional responsibilities. These individual duties are inherently linked to the goals of student success and high quality professional programs. Each educator in the course of the year is required to meet these responsibilities; however, the time and manner is determined by the individual educator.

Activities included in the base salary:

- 13.1.1 Classroom set-up/break-down
- 13.1.2 Grading and report card preparation
- 13.1.3 Lesson planning
- 13.1.4 Earning and maintaining of professional certificate
- 13.1.5 Parent/family contact
- 13.1.6 Evaluating student work and providing feedback
- 13.1.7 Activities related to the teacher evaluation process
- 13.1.8 Internet-based communication (online grading, attendance, website, email, etc.)
- 13.1.9 Implementation of new curriculum (training related to new curriculum is not part of the base contract)
- 13.1.10 Implementation of basic, supplementary, and/or complementary instructional materials
- 13.1.11 Providing individual assistance to students
- 13.1.12 Implementation of district initiatives
- 13.1.13 Individual review of required policies, e.g. sexual harassment, boundary invasion, professional conduct, CPS reporting, working with difficult parents, HIB (bullying), non-discrimination

13.2 In addition to the base salary, Employees will earn an 8.75% enrichment contract. The enrichment contract includes five (5) additional days and 76 hours that meet the definition of enrichment as outlined by the State Legislature.

13.2.1 Forty-two hours (42) will be Professional Learning hours to provide support for the additional time educators spend improving their professional practice.

13.2.2 Thirty-four (34) will be Building Learning Improvement hours to provide additional compensation for time dedicated to supporting building activities and programs that are designed to enhance student learning. Programs and activities shall be collaboratively planned by staff and administration and do not have to be based solely on the building School Improvement Plan (SIP), as it may include other building goals and needs.

13.2.3 The five (5) additional days are designated as follows:

13.2.3.1 Two (2) days in August that are building/District directed.

13.2.3.2 Two (2) days for individual conference and planning time.

13.2.3.3 One (1) day separated into five (5) building hours and two (2) PLC hours.

13.3 It is the intent of the parties to comply with the limitations imposed by State laws, State appropriations acts, and State salary compliance rules. No provisions of this Contract shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by State law or to subject the District to a State funding penalty.

13.3.1 Incremental moves on the Salary Schedule for experience, education, masters, and doctorate will be effective on the first payroll of each work year.

13.3.2 Supplemental compensation will be paid by separate contract according to the rates and amounts specified in Appendices A.

13.4 The District shall fund a longevity stipend for employees at Step 16 (excluding retired/rehired employees) who are otherwise not eligible for column or increment movement. Determination of experience shall be the same as indicated in 13.1.

This longevity stipend shall be paid in the November pay warrant.

A. 17-20 years = 1.5%

B. 21-25 years = 2%

C. 26+ years = 2.5%

13.5 Professional Learning Plan

The purpose of the Professional Learning Plan is to provide additional support for time educators spend improving their professional practice. Continuous individual professional growth throughout an educator's career is critical to providing quality education for all students. Professional growth needs evolve and change based upon individual priorities as well as through a deepening understanding of high quality professional practice. Professional growth can be developed through a variety of experiences that are relevant, timely and supportive of educator needs. We intend to foster a culture that motivates and inspires educators to engage in continual professional growth. We support individual and collaborative work and district work that enhances professional growth, district priorities, and improves student learning.

This stipend will be paid at per diem to support an array of activities, performed outside the work day/year or during planning time, as long as the planning time is worked in addition.

13.5.1 There are forty-two (42) hours of self-directed Professional Learning Hours. Examples of Professional Learning Hours include:

- 13.5.1.1 Training on district materials/curriculum. Staff who are part of a curriculum pilot or new curriculum adoption/implementation must include the first seven (7) hours of training in the Professional Learning section of PLP. If the training exceeds seven (7) hours, the additional hours may be included in Professional Learning portion of the PLP or be claimed as extra hours at the curriculum rate. The District shall fund up to \$100,000 for this purpose that may be accessed at the curriculum rate.
- 13.5.1.2 External workshops/in-services, conferences and continuing education related to position.
- 13.5.1.3 DLT professional development offerings (SIOP, Washington State Learning Standards (CCSS, NGSS), Cultural Competence, Teacher Evaluation, etc.).
- 13.5.1.4 Technology professional development offerings, and/or participation in the development and implementation of technology-related resources for the improvement of instruction
- 13.5.1.5 Certification Classes (e.g., Pro-Teach, National Boards).
- 13.5.1.6 Collaborative Meetings (with Facilitator/Mentor/Coach, Data, scoring of student work, District Curriculum work, PLCs beyond Late Start Fridays, District Assessment work, Job-Alikes, Cross-

district meetings, etc.).

13.5.1.7 Peer observations and reflections.

13.5.1.8 IEP/504/BIP/FBA meetings

13.5.1.9 Other agreed upon enrichment activities planned with evaluator.

13.5.2 Staff develop the Professional Learning portion of their PLP to share with their evaluator at the initial evaluation conference with identified activities in the Professional Learning section. The Professional Learning portion is reviewed at the mid-year check in and the summative evaluation conferences. Mid-year adjustments may be made to the Professional Learning portion of their PLP if appropriate.

13.5.3 Staff confirm completion/participation of the PLP activities at year end.

13.6 Building Learning Improvement Hours

Employees may voluntarily agree to participate in the Building Learning Improvement Stipend (BLIS). Employees who participate agree to perform additional responsibilities in support of collaboratively designed building/KEC department goals and building improvement activities, through collaboration and determination of appropriate assignments of the work, including timelines and outcomes. BLIS work is for work not already compensated by general contract or additional stipends.

The District and the Association believe that developing and participating in the Building Learning Improvement Stipend (BLIS) plan through a dynamic and distributive leadership model sustains student improvement efforts over time. The District and the Association recognize that the foundation for increasing student achievement and the delivery of quality educational programs lies with the teaching professional in partnership with the educational community. We affirm and respect the time beyond the workday that staff are required to complete their professional duties. In this regard, it is the District's and the Association's intent to promote collaborative decision-making and to endorse increased involvement by all professional educators in the process.

The purpose of the BLIS is to provide additional compensation for time dedicated to supporting building activities and programs that are designed to enhance student learning. Programs and activities shall be collaboratively planned by staff and administration and do not have to be based solely on the building School Improvement Plan (SIP), as it may include other building goals and needs. Involvement in BLIS is optional and is intended as an incentive to engage fully and actively in the development, execution and assessment of activities that support the building improvement BLIS plan.

Staff members who choose to participate will receive a responsibility and incentive stipend which supports approximately forty-one (41) hours of extra time outside of base

contract time.

Each building will provide opportunities for all staff to participate in the creation, modification, and approval of the BLIS plan. BLIS Plans are collaboratively developed and based on the identified interests and/or goals of the school as a whole. BLIS Plans shall:

- 13.6.1 Support team and group activities.
- 13.6.2 Generally, support work done outside of the base contract time; however, when warranted by the activity, C&P time may be exchanged for BLIS time.
- 13.6.3 Include options that are relevant to individual staff members.
- 13.6.4 Provide sufficient choices to allow staff to select activities relevant to their position.
- 13.6.5 Are based on a realistic estimate of hours required to participate in specific activities, including preparation.
- 13.6.6 Specific BLIS options, including whole group activities, cannot be mandated except when the activity is voted on by all certificated staff through paper ballot with 80% approval.
- 13.6.7 If a staff member who signs up for BLIS is unable to participate in the selected activity due to extenuating circumstances, the staff member will work with the administrator to develop an alternate activity.
- 13.6.8 Menu options may be added during the course of the year.
- 13.6.9 Process for BLIS Plan Development & Approval
 - 13.6.9.1 In August/September REA Building Reps and the Building Administrators will review BLIS guidelines and processes including the list of possible suggested activities. The REA Building Reps and Building Administrator will develop a proposed menu of activities based on the building needs, share this information for all certificated staff input, and make revisions as necessary. The revised plan will be presented at a staff meeting.
 - 13.6.9.2 Prior to October 15, each building staff will review and approve the BLIS plan at a staff meeting. An 80% vote of members is required for approval.
 - 13.6.9.3 Prior to October 25 each certificated staff member will select from the building BLIS menu options, sign the form and return to the Building Administrator.

13.6.9.4 Prior to October 31 each certificated staff member will enter their BLIS plan selection on the PLP electronic form.

13.6.9.5 By May 15, the PLP form (including BLIS) will be signed electronically by evaluator and staff member.

13.6.10 Examples of BLIS Menu Activities

Below are examples of potential BLIS items that may be used in the development of the building BLIS Menu. Remember that activities must be a commitment of the school community as a whole and be activities that are not compensated through general contract or additional stipends. The examples below are intended to be suggestions and not limits to what a building may develop as a potential menu activity:

13.6.10.1 Meetings/Committees, such as data meetings, IEP/504/BIP meetings (up to 5 hours), CARE team, building committees, committees designated in the building SIP, grade level/department meetings/extended PLC meetings, or building professional Development (e.g. training and book studies).

13.6.10.2 Student Support, such as grade level specific programs (e.g. 5th Grade Camp, Senior Awards Night, Kindergarten round-up, etc.), activities that include multiple grades, or after school academic intervention supports.

13.6.10.3 Family/Community Engagement, such as student recognition activities, outreach (e.g. home visits, kindergarten roundup), PTA events, or evening events (e.g. science fair, senior night, MSP night, etc.).

13.6.10.4 Professional Development (building level training in support of the Building or District initiatives/programs), such as PLC training, SIOP training, or a Book Study.

13.7 ESA Stipends

ESA clinical staff will receive either the total of the Clinical Stipend and Training Stipend or the Industry Experience Stipend, whichever is greater.

13.7.1 Clinical Stipend

The District shall fund a four percent (4%) recruitment and retention incentive for clinical positions. Clinical positions are SLPs, OTs, PTs, Psychologists and Nurses.

13.7.2 Training Stipend

A two-percent (2%) stipend for completion of the appropriate licensure or credentials will be given for the following positions and licenses:

13.7.2.1	Nurses	Washington Nursing License
13.7.2.2	OT	Washington OT License
13.7.2.3	PT	Washington PT License
13.7.2.4	SLP	ASHA License
13.7.2.5	Psychologist	NASP

13.7.3 Industry Experience Stipend

SLPs, OTs, PTs, Psychologists, Nurses and Audiologists will be paid a supplemental contract to compensate verified industry experience for base salary equivalent to salary schedule credits and experience placement.

13.8 Special education teachers shall be paid an additional stipend of \$1200 per 1.0 FTE annually to assist in hiring and retaining special education teachers.

13.9 Newly hired special education teachers, SLPs, OTs, PTs, School Psychologists, and Nurses will receive a one-time stipend of \$2,000 per 1.0 FTE, paid in exchange for a three-year commitment to the District. If the employee voluntarily leaves the District or transfers out of special education assignment during this period of time, the District may require repayment of a pro-rated portion of this stipend.

13.10 New Employees will receive four (4) days of supplemental pay at per diem for induction, training and preparation activities on designated dates.

13.11 Hourly Pay

Hourly pay and assignments will be approved by the Department of Learning and Teaching and/or building level administrators involved and shall be:

13.11.1 Individual hourly per diem for teaching students and adults beyond the contractual requirements, when specifically authorized and approved.

13.11.2 The curriculum rate and in-service rate shall be paid at the hourly rate calculated at BA+0/Step 0 for all activities.

13.11.4 Individual hourly per diem pay shall be calculated on 7 hours per day based on 180-day certificated calendar.

13.12 Activity Pay

- 13.12.1 It is recognized that all Employees help in making the broad student activities program a beneficial part of the total school program which contributes to the general climate and effective operation of the schools. It is further recognized some Employees have special or supplemental assignments in this area which make additional demands upon them beyond the school day, week or year and require unusual diligence, efforts, responsibilities and skills.

The District and Association recognize and support the value of the time and expertise staff contribute when they work beyond the school day. Stipends are provided to increase student learning, offer enriching and relevant opportunities that assist students in connecting to their school community, and/or support teachers in their efforts to continuously grow as professionals. In order to serve these needs of our students, staff, and school communities, we value a compensation structure that is consistent, transparent, and equitable, yet flexible.

- 13.12.2 Compensation for the positions listed for the academic club and service activities shall be based on the base salary of BA + 0, Step 0 of the salary schedule.
- 13.12.3 The activities specified in this schedule will be compensated according to the schedule rate listed below. These schedules shall increase annually by the same overall percentage increase as applied to the base salary of BA + 0, Step 0 of the salary schedule.
- 13.12.4 Stipends are intended for certificated staff. If no certificated staff are available, classified staff may be assigned extra duty pay in this section; the method of payment must be processed according to payroll rules and board policy.
- 13.12.5 The number of position(s) for any activity shall be determined by the District.
- 13.12.6 Where the program as actually developed and implemented by the Employee consists of less than a full session as scheduled, the amount shown will be paid on a prorated basis.
- 13.12.7 Where the splitting of activity responsibility between individuals is agreeable to them and acceptable to the District, the total stipend may be divided in an amount proportionate to the assigned division of responsibility. If such agreement is not reached the position will be filed through normal District personnel procedures.
- 13.12.8 When new activities are established during the year, an appropriate payment shall be made by the District after consultation with the Association. If the

activity is to be continued in a subsequent year, the payment will be subject to negotiations.

- 13.12.9 It is understood that acceptance of these assignments shall be at the option of the Employee.
- 13.12.10 As long as the Employee is offered the same supplemental Contract they shall not receive a reduction in pay.
- 13.12.11 Appointments to supplemental assignments are on a yearly basis in accordance with RCW 28A.405.240. The school administration will provide a list of all stipend positions yearly so staff can determine if they would like to be considered for a stipend position.
- 13.12.12 Employees who are not reappointed to a supplemental assignment shall have the opportunity for a conference with the immediate supervisor wherein the Employee shall receive a written explanation as to reasons why they were not reappointed.

Stipends 2018-2019

**2018-19
BA+0/0 Base \$48,724**

Level	REA Appendix B	Allocation (% of Base)	Total for Activity
High School	Identified Activities		
	Activity Coordinator	0.067	\$3,265
	Annual	0.067	\$3,265
	Debate	0.084	\$4,093
	Drama	0.101	\$4,921
	Instrumental Music (Band)	0.111	\$5,408
	Instrumental Music (Orchestra)	0.111	\$5,408
	Journalism Advisor	0.067	\$3,265
	School Store	0.042	\$2,046
	Vocal/Choral	0.095	\$4,629
	THS Annual/Journalism	0.034	\$1,657
	Student Activities	0.297	\$14,471
Middle School	Identified Activities		
	Activity Coordinator	0.042	\$2,046
	Drama	0.034	\$1,657
	Instrumental Music (Band)	0.037	\$1,803
	Instrumental Music (Orchestra)	0.037	\$1,803
	Vocal/Choral	0.037	\$1,803
	Student Activities	0.168	\$8,186
	Building Leadership	0.500	\$24,362
ASB	flat rate	\$8,960	
Elementary School	Identified Activities		
	Elementary Music	0.020	\$974
	Safety Patrol	0.045	\$2,193
	Student Activities	0.168	\$8,186
	Leadership	0.146	\$7,114
Meadow Crest	Leadership/Activity	flat rate	\$5,600
Talley High	Leadership/Activity	flat rate	\$17,920
Renton Academy	Leadership/Activity	flat rate	\$4,480

13.13 Stipends paid through Flex Fund

The District allocation per building into the Flex Fund is \$34.12 per student, based on the October 1 count of the previous school year. The following stipends are paid from the Flex Fund:

13.13.1 Comprehensive High School Department Heads

Department Chairs will be paid a stipend with a base of \$1500 plus \$100 per staff FTE. Dept. Chairs are one-year positions and will go through a school level interview if the position is contested.

13.13.2 School Improvement Team members will be paid a stipend of \$1500. An 80% vote of REA members should be used to determine the process for selecting the SIP Team members.

13.13.3 The remainder of the money will be in a Flexible Fund to be allocated by the Department Chairs to compensate teachers for assignments such as:

13.13.3.1. Student placement

13.13.3.2. AP Testing and coordination

13.13.3.3 SPED placement/testing/manifestation

13.13.3.4 State testing and coordination

13.13.4 Teachers participating in any activity associated with the Flexible Fund are paid on supplemental contract.

13.13.5 Extra Days, as approved, will be compensated for on a straight pro rata basis using the Employee's base salary divided by 180.

13.13.6 In the event that the rate of compensation for a specified activity is incongruous with the work of the activity, a building administrator and impacted employee(s) will examine the level of compensation according to Section 13.13.7.

13.13.7 In order to foster consistency and transparency, each building will develop procedures for determining stipends and the use of flexible funds on an annual basis which includes input from those impacted by the decision, based on:

13.13.7.1 The scope of work and the responsibility and commitment required of the individual assigned to the activity. While the time required for the assignment may be considered, there is no intent to award these stipends based on an hourly rate of pay.

- 13.13.7.2 Average number of students per advisor/coach.
- 13.13.7.3 Program impact on school and community.
- 13.13.7.4 Preparation time.
- 13.13.7.5 Equipment and materials management.
- 13.13.7.6 Staff available on a regular basis.
- 13.13.7.7 Instructional and organizational skills necessary to conduct the activity.
- 13.13.7.8 The degree to which the activity occurs during class if the activity is an extension of a course within the master schedule.
- 13.13.7.9 Obligated travel supervision.

13.14 Other Stipends

13.14.1 Technology Integration Specialist

The stipend is \$2,250 for each position, subject to re-evaluation each year. It is anticipated that there will be two positions for each comprehensive secondary school and one for each elementary school.

13.14.2 Technology Building Support

The stipend is \$1,280 for each position, with one stipend for each school.

13.14.3 Sheltered Instructional Observation Protocol (SIOP)

The stipend is \$2,250 per year to support embedded professional development, subject to re-evaluation each year.

13.15 Department of Learning and Teaching TOSA Support

Department of Learning and Teaching Teachers on Special Assignment (TOSA) receive extra pay up to six (6) days per 1.0 FTE.

13.16 High School Counselors

High School Counselors will receive a supplemental contract for six (6) additional days per 1.0 FTE. These days are to support the work that needs to be done by counselors prior to the start of the school year. Additionally, high school counselors may receive up to an additional eight (8) days per 1.0 FTE paid on time sheet for additional work prior to or during the school year. The District will consider additional compensation for unique or

special circumstances.

13.17 Middle School Counselors

Middle School Counselors will receive a supplemental contract for five (5) additional days per 1.0 FTE. These days are to support the work that needs to be done by counselors prior to the start of the school year. The District will consider additional compensation for unique or special circumstances.

13.18 Nurses

Full time Nurses will receive three (3) days of on-site release time for the purpose of developing Health Care Plans and holding parent conferences. These days will be mutually agreed to by the administrator and employee. Provisions of this item will be prorated for part-time Employees.

13.19 Benefits

13.19.1 Allocation

Each year the District shall pass through the full state health and welfare insurance allocation per 1.0 FTE. In addition, the District shall locally fund the HCA retiree subsidy charge per month per 1.0 FTE on behalf of the employee, which would otherwise be deducted from the state allocation. The amounts will be published by the payroll department each year.

In the event the state legislature changes the above allocations, the parties shall renegotiate.

13.19.2 Pooling

13.19.2.1 The District and the Association recognize that the monthly provision may not be fully utilized, due to some Employees selecting less coverage than would be paid by the District. Therefore, the District will identify the unutilized portion and distribute such amount, if any, to Employees whose coverage exceeds the District contribution (pooling).

13.19.2.2 The unutilized portion shall be computed by the District based upon the payroll for October, with adjustments made for changes in Employee participation in group insurance programs. The new maximum monthly provision will be implemented beginning with the November payroll and continuing through the October payroll, provided that in no case shall an Employee receive more than the amount necessary to pay for District insurance programs selected by the Employee. The District will provide contributions for

optional benefit plans, in addition to basic benefits, only if:

- A. Each full-time Employee included in the District's pooling arrangement is offered basic benefits, including coverage for dependents, without a payroll deduction for premium charge(s);
- B. Each full-time Employee included in the pooling arrangement, regardless of the number of dependents receiving basic coverage, receives the same additional District contribution for other coverage or optional benefits; and
- C. For part-time Employees included in the pooling arrangement, participation in optional benefit plans shall be governed by the same eligibility criteria and/or proration of District contributions used for allocation for basic benefits.

13.19.3 Pursuant to RCW 28A.400.275, the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that the insurance agreement is for a term of one year. When there is a multi-year contract, the parties agree that the insurance agreement is renewable by either party for subsequent years of this Contract.

13.19.4 These benefit monies must first be applied toward the following required basic benefit programs:

13.19.4.1 Washington Education Association/Washington Dental Service Family Dental Plan 1, including orthodontia;

13.19.4.2 Standard Long-Term Disability;

13.19.4.3 Standard \$40,000 Term Life and Accidental Death;

13.19.4.4 Northwest Benefit Network (Vision Plan)

13.19.5 The remaining monies, after application to the above, may be applied, at the Employee's option, to the following basic program until the maximum District benefit monies are exhausted:

13.19.5.1 Medical insurance (Washington Education Association/Premera Blue Cross Plan, or Group Health Cooperative of Puget Sound);

13.19.6 The mutually agreed upon insurance programs for optional benefits are:

13.19.6.1 American Fidelity Long Term Disability Insurance;

- 13.19.6.2 American Fidelity Short Term Disability Insurance;
- 13.19.6.3 Standard Additional Term Life Insurance;
- 13.19.6.4 Unum Long Term Care Insurance
- 13.19.6.5 Cancer Insurance
- 13.19.7 Employees are eligible for prorated benefit dollars based upon their FTE as follows:
 - 13.19.7.1 .570 through 1.000 FTE: The required dental, term life, long term disability, and vision plans will be deducted first and the balance can be applied to the medical program. The plans, provisions, and conditions are explained in the Benefits package and Enrollment Form. Should optional benefits be permitted, any remaining monies can be applied to additional life/disability insurance.
 - 13.19.7.2 .001 FTE through .5199 FTE: This amount may be applied to the medical program. The plans, provisions, and conditions are explained in the Benefits package and Enrollment Form. Should optional benefits be permitted, any remaining monies can be applied to additional life/disability insurance.
- 13.19.8 The District will make available to Employees, at their option, an Internal Revenue Service Code Section 125 flexible benefits plan. The plan will be established, administered, and communicated to Employees by the District without cost to the Employees.
- 13.19.9 The District will make available to Employees, at their option, domestic partner coverage under conditions set forth by the District's medical insurance carriers.

**ARTICLE XIV
RETENTION, LAYOFF AND RECALL**

The term Layoff as used herein refers to a separation of Employees from employment with the District.

The District will provide written notice to any affected Employee in accordance with appropriate statutes.

14.1 Reduction in Force (RIF) and Layoff due to Financial Emergency

14.1.1 In the event RIF or layoffs are anticipated due to a financial emergency, the District and the Association agree to meet to:

14.1.1.1 establish a process and time line;

14.1.1.2 discuss the financial information and resultant projected actions;

14.1.1.3 consider potential impact on programs and employees;

14.1.1.4 identify options for action(s) to be taken;

14.1.1.5 explore possible alternatives to layoff; and

14.1.1.6 develop creative and practical ways to mitigate adverse impacts to District educational programs while minimizing the number of Employees to be laid off.

14.1.2 The District will prepare initial financial information to be shared and will prepare seniority lists by building and by general grade level (elementary, middle school, high school). Included in the list(s) will be individuals' certification and endorsements.

14.1.3 Seniority for the purpose of RIF and layoff shall be defined as:

14.1.3.1 All experience accepted and granted for salary schedule placement under the rules and laws of the State of Washington and as allowed by any special provisions previously bargained and grand-parented in Agreements between the District and the Association.

14.1.3.2 All time spent on the following authorized leaves of absence:

A. Medical leave

B. Maternity/Childcare leave

C. Family leave

- D. Professional Experience leave
- E. Cultural Teaching leave
- F. Leaves due to injury on the job

14.1.3.3 Employees will be given a choice of positions when more than one position is available at the time the offer of re-employment is made. Employees who reject an offer of re-employment consistent with the terms noted herein will remain in the recall pool for up to two (2) years from the date of layoff.

14.1.4 The School Board has the legal responsibility to establish the educational programs and service to be provided by the District and has the legal authority to make necessary adjustments consistent with the financial resources available. Although the common goal is to have joint recommendations forthcoming from District and Association activities and discussions, the Board and the District must make decisions in a time frame that allows any adjustments to be made within statutory requirements. Therefore, if no joint recommendations for action can be reached in a timely fashion concerning any layoff situation, it is recognized that the District and the School Board will proceed without acceptance of such joint recommendations.

If no joint recommendations can be reached in a timely fashion as described herein and the District and the School Board proceed without such recommendations, the fact that the Association engaged in discussions and activities regarding layoff shall not be utilized in any way to suggest that the Association has thereby abrogated any legal rights the Association may have to contest or address the action(s) taken by the District and the School Board.

14.1.5 The District will inform both the individuals identified for layoff and the Association of the data used to support the layoff as identified in this Article. Selection of which employees in a program or category are to be laid off shall be made in inverse order of their seniority. Those with the lowest seniority will be selected first for layoff.

14.1.6 There will be no bumping down the seniority list. The number of employees retained by seniority may not be able to be assigned in their current location. The District will publish a list of the number of available positions at each location, will seek volunteers first and then will follow this Contract's provisions for district-initiated transfer and assignment to the available positions.

14.2 Recall Procedures

All Employees who are laid off in accordance with these procedures shall be placed in a recall pool for up to two (2) years. If the District needs to fill open positions, the District will first hire individuals exclusively from the recall pool as specified in these procedures, provided, however, if there is no qualified person in the recall pool, the District may hire a person from outside the pool.

14.2.1 Recall shall be determined as follows:

14.2.1.1 Each individual shall be considered for re-employment based upon certification and qualification(s) for position(s) available. The most senior qualified Employee for the position will be re-employed.

14.2.1.2 Seniority is the primary consideration for re-employment for either full-time or part time employment. An Employee who was assigned a part time position at the time of layoff shall be re-employed by seniority to a part time position. A part time Employee will be offered a full-time position by seniority if no full-time employees remain in the pool. No full-time Employee will be forced to accept part time employment.

14.2.1.3 Employees will be given a choice of positions when more than one position is available at the time the offer of re-employment is made. Employees who reject an offer of re-employment consistent with the terms noted herein will remain in the recall pool for up to two years from the date of layoff.

14.2.2 Employees on layoff who wish to substitute will be given substitute assignments for which they are qualified before any other person is offered such a position.

14.2.3 Persons in the recall pool shall be responsible for maintaining their current address and phone numbers with the District Human Resources.

14.2.4 The District shall give written notice of recall from layoff by sending a registered "deliver to addressee only/return receipt requested" letter to said Employee, at their last known address. The Employee's address as it appears on the District records at the time of layoff or as subsequently corrected in the District records by the Employee, shall be conclusive when used in connection with layoffs, recall, or other notice to the Employee.

14.2.5 The individual will have fourteen (14) calendar days from the posting of such letter to accept employment in the position. A person who fails to notify the District in writing of intent to accept the position offered within the fourteen (14) calendar days from the postmark shall have no right to placement in the position. In the event that the person selected for recall fails to notify the

District in writing of intent to accept the position within the fourteen (14) calendar days or the person declines employment in the position in writing, then the District shall select the person next in order of recall and notify them of the selection as set forth herein.

If the person selected for recall fails to notify the District in writing of intent to accept the position within the fourteen (14) calendar days or the person declines employment in the position in writing, such individual will nevertheless remain in the recall pool without loss of status; provided, however, that no person shall remain in the pool for more than two (2) years beyond August 31 of the calendar year in which they were laid off.

These procedures for RIF, Layoff and Recall will only be invoked in the event of financial emergency. Financial emergency shall be defined as circumstances which necessitate a reduction of program staff in an excess of five percent (5%) of the existing Employees. Procedures for RIF, Layoff and Recall not occasioned by a financial emergency as defined above will conform to appropriate statutes, District policies and/or the terms of this Contract.

**ARTICLE XV
NO STRIKE PLEDGE**

The Association and the District recognize and agree that strikes are not conducive to harmonious working relations and may be disruptive to the educational process and should not occur. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the District operations.

The Association, therefore, agrees that there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the Employees for the duration of this Contract. The Association further agrees not to honor, or to encourage its members to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other District Employee organization. The District agrees that, for the duration of this Contract, there shall be no Employee lockout.

The no strike provisions of this Article XV shall be suspended in the event the Association participates in multi-local concerted activities against the Legislature during the legislative session of 1991 to promote better wages, hours, terms and conditions of employment and quality of education, provided, that the strike shall last no longer than five (5) work days, and that all such days lost because of the strike shall be made up by adding the appropriate number of days to the end of the school year. There will be no reprisals of any kind for participation or non-participation in these activities.

**ARTICLE XVI
MAINTENANCE OF STANDARDS**

None of the Contract provisions contained herein will be modified by the District during the Contract period, except by mutual agreement. The composition of this bargaining unit, as established by provisions of Chapter 41.59 and as determined by PERC, will not be changed during the life of this Contract other than as provided for in Chapter 41.59.

**ARTICLE XVII
CONCLUSION**

All items which either party desired to negotiate for the duration of this Contract have been discussed during the bargaining leading up to this Contract. Except as otherwise provided in this Contract, this Contract is complete in and of itself and sets forth all terms and conditions of all the agreements between the District and the Association pursuant to Chapter 41.59 RCW.

**ARTICLE XVIII
EMERGENCY CLOSURE**

In the event of emergency conditions necessitating school closure, the number of required days closed will be made up on designated emergency days within the school year. The remainder will be made up at the end of the school year.

**ARTICLE XIX
SUBSTITUTE RIGHTS AND RESPONSIBILITIES**

19.1 Substitute Contract Provisions

This Article and other Articles and/or sections in this Contract herein referenced apply to substitutes.

19.2 Classifications

19.2.1 Substitute means an Employee who assumes temporarily the duties of absent Employees and who has served more than 30 days in the current or immediately preceding school year or who has worked 20 consecutive days or more.

19.2.2 Substitutes in a single assignment for 45 consecutive days are covered by contract terms and conditions.

19.3 Substitute Salaries

Substitutes shall be defined and paid according to the anticipated length of the assignment as determined by the Human Resources. Such determination shall be based on the best information available. Pay rates may not be retroactive.

19.3.1 Rates of Pay

SUBSTITUTES (Certificated/Emergency)

2018-2019	DAILY	HALF-DAY	HOURLY
Days one (1) to forty-four (44) (45+ days contract rate)	\$170.00	\$85.00	\$24.29

2019-2020	DAILY	HALF-DAY	HOURLY
Days one (1) to forty-four (44) (45+ days contract rate)	\$175.00	\$87.50	\$25.00

RENTON SCHOOL DISTRICT RETIREE SUBSTITUTES

2018-2019	DAILY	HALF-DAY	HOURLY
Days one (1) through forty-four (44) (45+ days contract rate)	\$180.00	\$90.00	\$25.71

2019-2020	DAILY	HALF-DAY	HOURLY
Days one (1) to forty-four (44) (45+ days contract rate)	\$185.00	\$92.50	\$26.43

19.3.1.1 Substitute teachers who work in the same assignment for 21-35 consecutive days will receive a \$750 commitment stipend at the end of the assignment.

19.3.1.2 Substitute teachers who work in the same assignment for 36-44 consecutive days will receive a \$1250 commitment stipend at the end of the assignment. Substitutes who earn this commitment stipend do not also earn the commitment stipend in 19.3.1.1.

19.3.2 A full day for certificated substitutes is calculated as seven (7) hours and a half-day is calculated at three and one-half (3.5) hours.

19.3.3 Substitute employees who are assigned the full responsibilities for opening a new class or working an unfilled assignment with immediate and necessary planning and set-up responsibilities, shall be paid at \$200 per day, and shall be eligible for one (1) paid day for preparation and classroom set-up. The District and the Association will review monthly substitute employees who may qualify for this rate of pay.

19.3.4 If a substitute is called and subsequently not needed, they may be reassigned by the substitute office, or may choose to remain in the building in an alternate assignment and be provided one-half day's compensation. If the substitute elects not to work, no compensation will be provided.

19.3.5 Substitutes shall receive conference and planning time pursuant to Section 6.14, beginning with the first day. If assigned to work Conference and Planning, substitute shall be paid at the hourly rate for the worked section.

19.4 Association Membership

Substitute Teachers are eligible to become members of the Association as outlined in Article V.

19.5 Observations

18.5.1 All Substitutes may be formally observed, at the discretion of their immediate supervisor, or upon their request given adequate lead time when the assignment continues for at least four (4) days. A copy of the written observation shall be provided to the substitute.

18.5.2 Human Resources shall maintain a substitute personnel file which shall include any formal observation reports.

19.6 Contract Provisions Not Applicable to Regular Substitutes

ARTICLE VI Employee's Rights and Responsibilities

Section 6.6	Rights of Due Process
Section 6.14	Staff Facilities
Section 6.20	Substitute Requests
Section 6.22	Employee Effectiveness Program
Section 6.24	Job Sharing

ARTICLE VII Leaves

ARTICLE VIII Evaluation

ARTICLE IX Instruction and Workload

ARTICLE X Special Education and Alternative Programs Workload

ARTICLE XI Initial Assignments, Employee-initiated and District-initiated Transfers and School Closures

ARTICLE XII Grievance Procedures

ARTICLE XIII Professional Compensation

ARTICLE XIV Retention, Layoff, and Recall

ARTICLE XVI Maintenance of Standards

ARTICLE XVII Conclusion

ARTICLE XVIII Emergency Closure

APPENDIX A Salary Schedule

APPENDIX C Compensation for Academic, Club and Service Activities: High School, Middle School and Elementary School

19.7 Other Provisions Applicable to Substitutes

19.7.1 The District will make available to each substitute the District Substitute Handbook and the Collective Bargaining Agreement.

19.7.2 Each month the District shall provide the Association, upon reasonable request, with a list of new and terminated substitutes. Each list shall include the current addresses and phone numbers of each substitute.

19.7.3 A personnel file shall be maintained at the Human Resources for each

substitute Employee and shall contain the following items: original Employee application, official transcript of academic records, recommendations, correspondence, pertinent data concerning the Employee and observation reports. Upon reasonable request the Employee may inspect their Employee file. Such inspection shall take place in the Human Resources. The Employee may elect to have another person accompany them.

- 19.7.4 Substitutes will accrue paid sick leave pursuant to Washington State's Paid Sick Leave Law (RCW 49.46), which allows for one (1) hour paid sick leave for every forty (40) hours worked.

SIGNATURE PAGE

Signed this 15th day of November, 2018.

For the District

/s/ Lynn Desmarais
President, Board of Directors

/s/ Damien Pattenaude
Superintendent

/s/Laurie Taylor
Chief Negotiator

/s/Beth Porter
Negotiating Team Member

/s/Stephen Rencher
Negotiating Team Member

/s/John Schmitz
Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

For the Association

/s/Cami Kiel
REA President

/s/Kevin Daly
Negotiating Team Member

/s/Susan Ormbrek
Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

APPENDIX A
2018-2019 Salary Schedule with Enhancement Pay

	BA+0	BA+15	BA+30	BA+45	BA+90/ MA+0	MA+45	MA+90
Step 0 Base	48,724	49,942	51,315	52,855	58,359	62,009	65,132
State PD Day	271	277	285	294	324	344	362
Enrich A	1,083	1,110	1,140	1,175	1,297	1,378	1,447
Enrich B	2,923	2,997	3,079	3,171	3,502	3,721	3,908
Total	53,001	54,326	55,819	57,495	63,482	67,452	70,849
Step 1 Base	49,942	51,190	52,598	54,176	59,516	63,210	66,383
State PD Day	277	284	292	301	331	351	369
Enrich A	1,110	1,138	1,169	1,204	1,323	1,405	1,475
Enrich B	2,997	3,071	3,156	3,251	3,571	3,793	3,983
Total	54,326	55,683	57,215	58,931	64,740	68,758	72,210
Step 2 Base	51,190	52,470	53,913	55,531	60,205	63,924	67,128
State PD Day	284	292	300	309	334	355	373
Enrich A	1,138	1,166	1,198	1,234	1,338	1,421	1,492
Enrich B	3,071	3,148	3,235	3,332	3,612	3,835	4,028
Total	55,683	57,076	58,645	60,405	65,490	69,535	73,020
Step 3 Base	52,470	53,782	55,261	56,919	60,830	64,573	67,562
State PD Day	292	299	307	316	338	359	375
Enrich A	1,166	1,195	1,228	1,265	1,352	1,435	1,501
Enrich B	3,148	3,227	3,316	3,415	3,650	3,874	4,054
Total	57,076	58,503	60,112	61,915	66,170	70,241	73,492
Step 4 Base	53,913	55,261	56,780	58,484	62,347	65,416	68,440
State PD Day	300	307	315	325	346	363	380
Enrich A	1,198	1,228	1,262	1,300	1,385	1,454	1,521
Enrich B	3,235	3,316	3,407	3,509	3,741	3,925	4,106
Total	58,645	60,112	61,764	63,618	67,820	71,158	74,448
Step 5 Base	55,396	56,780	58,342	60,092	64,062	66,903	70,185
State PD Day	308	315	324	334	356	372	390
Enrich A	1,231	1,262	1,296	1,335	1,424	1,487	1,560
Enrich B	3,324	3,407	3,501	3,606	3,844	4,014	4,211
Total	60,259	61,764	63,463	65,367	69,685	72,776	76,346
Step 6 Base	56,919	58,343	59,947	61,745	65,824	68,292	71,195
State PD Day	316	324	333	343	366	379	396
Enrich A	1,265	1,297	1,332	1,372	1,463	1,518	1,582
Enrich B	3,415	3,501	3,597	3,705	3,949	4,098	4,272
Total	61,915	63,464	65,209	67,165	71,602	74,287	77,444
Step 7 Base	58,485	59,947	61,595	63,443	67,634	70,170	73,153
State PD Day	325	333	342	352	376	390	406
Enrich A	1,300	1,332	1,369	1,410	1,503	1,559	1,626
Enrich B	3,509	3,597	3,696	3,807	4,058	4,210	4,389
Total	63,619	65,209	67,002	69,012	73,571	76,329	79,574

	BA+0	BA+15	BA+30	BA+45	BA+90/ MA+0	MA+45	MA+90
Step 8 Base	60,239	61,745	63,443	65,347	69,663	72,276	75,347
State PD Day	335	343	352	363	387	402	419
Enrich A	1,339	1,372	1,410	1,452	1,548	1,606	1,674
Enrich B	3,614	3,705	3,807	3,921	4,180	4,337	4,521
Total	65,527	67,165	69,012	71,083	75,778	78,620	81,961
Step 9 Base		63,598	65,347	67,308	71,754	74,445	77,609
State PD Day		353	363	374	399	414	431
Enrich A		1,413	1,452	1,496	1,595	1,654	1,725
Enrich B		3,816	3,921	4,038	4,305	4,467	4,657
Total		69,180	71,083	73,216	78,052	80,980	84,421
Step 10 Base			67,307	69,326	73,905	76,677	79,935
State PD Day			374	385	411	426	444
Enrich A			1,496	1,541	1,642	1,704	1,776
Enrich B			4,038	4,160	4,434	4,601	4,796
Total			73,215	75,411	80,392	83,408	86,952
Step 11 Base				71,406	76,123	78,977	82,334
State PD Day				397	423	439	457
Enrich A				1,587	1,692	1,755	1,830
Enrich B				4,284	4,567	4,739	4,940
Total				77,674	82,805	85,909	89,561
Step 12 Base				73,548	78,406	81,347	84,804
State PD Day				409	436	452	471
Enrich A				1,634	1,742	1,808	1,885
Enrich B				4,413	4,704	4,881	5,088
Total				80,004	85,288	88,487	92,248
Step 13 Base					81,542	84,600	88,196
State PD Day					453	470	490
Enrich A					1,812	1,880	1,960
Enrich B					4,893	5,076	5,292
Total					88,700	92,026	95,938
Step 14 Base					84,804	87,985	91,724
State PD Day					471	489	510
Enrich A					1,885	1,955	2,038
Enrich B					5,088	5,279	5,503
Total					92,248	95,708	99,775
Step 15 Base					88,196	91,504	95,393
State PD Day					490	508	530
Enrich A					1,960	2,033	2,120
Enrich B					5,292	5,490	5,724
Total					95,938	99,536	103,766
Step 16 Base					91,725	95,164	99,209
State PD Day					510	529	551
Enrich A					2,038	2,115	2,205
Enrich B					5,504	5,710	5,953
Total					99,776	103,517	107,917

Longevity compensation after 16 years of experience; paid as lump sum in November
To determine total compensation, add longevity stipend to appropriate total salary above.

Maximum Base Placement	BA+0 Step 8	BA+15 Step 9	BA+30 Step 10	BA+45 Step 12	BA+90/MA+0 Step 16	MA+45 Step 16	MA+90 Step 16
Years 17-20 Longevity (1.5%)	904	954	1,010	1,103	1,376	1,427	1,488
Years 21-25 Longevity (2.0%)	1,205	1,272	1,346	1,471	1,835	1,903	1,984
Years 26+ Longevity (2.5%)	1,506	1,590	1,683	1,839	2,293	2,379	2,480

**APPENDIX B
Forms: 18-19 PLP**

PROFESSIONAL LEARNING PLAN On eWalk

PLP Stipend recorded on paycheck as Enrichment B

August 1, 2018 – August 31, 2019

Name: _____ **Work Location:** _____ **Work Assignment:** _____ **FTE:** _____

Purpose: This stipend was jointly bargained by REA and RSD and is available to educators to support them in improving their professional practices that foster student growth and learning. This stipend will be paid at per diem to support an array of activities, **performed outside the work day/year or during planning time**, as long as the planning time is worked in addition. Educators are encouraged to reflect and then select activities that best answer the question: "What do I need to do or learn this year to improve my professional practice to foster student growth?"

Learning may be done through:

- Building and/or district training
- Working with building and/or district Facilitator
- Online learning
- Study & implementation work in a PLC or study group
- Individual study and implementation work
- Offsite training

Professional Learning (42 hours)

Please enter in the box below how many hours you intend to complete of the 42 allocated hours. Allocated hours are prorated if less than 1.0 FTE.

***Note:** If you will be a part of a curriculum pilot or new curriculum adoption/implementation this school year, it is expected that you will participate in all required training. The first seven hours of training must be included in your plan below. If the training exceeds 7 hours, you have the choice to include the additional hours in your plan or to claim extra hours at the curriculum rate.

****The "Other enrichment activities planned with evaluator" category listed at the bottom of the Professional Learning Item Name list may include:**

- Collaborative meetings with coach(es)
- Peer observations and reflections
- IEP/504/BIP/FBA meetings

I will participate in the following activities to grow my professional practice:

Item Name	1-5 hours	6-12 hours	13-20 hours	21-30 hours	31-42 hours
Training on district materials/curriculum *(may be required, see note above)					
External workshops/in-services, conferences and continuing education related to position					
DLT professional development offerings (SIOP, Washington State Learning Standards (CCSS, NGSS), Cultural Competence, Teacher Evaluation, etc.)					
Technology professional development offerings					
Certification Classes (e.g., Pro-Teach, National Boards)					
Collaborative Meetings (With Facilitator/Mentor, Data, scoring of student work, District Curriculum work, PLCs beyond Late Start Fridays, District Assessment work, Job-Alikes, Cross-district meetings, etc.)					
Other agreed upon activities planned with evaluator (please note below)					
Note:					

BLIS (24 hours)

Please enter in the box below how many hours you intend to complete of the 34 allocated hours. Allocated hours are prorated if less than 1.0 FTE.

Activities from building approved BLIS plans in the following categories:

Item Name	1-5 hours	6-12 hours	13-20 hours	21-28 hours	29-34 hours
Meetings/Committees					
Student Support					
Family/Community Engagement					
Professional Learning – Building-Based					
Note:					

By October 31, acknowledgement Evaluator and Teacher have met about this plan

Date _____ Teacher _____ Evaluator _____

At Mid-Year Check-In Conference, acknowledgement Evaluator and Teacher have met about this plan.

Date _____ Teacher _____ Evaluator _____

At Summative Conference

Confirming that, to the best of your knowledge, this staff member has earned these hours:

Date _____ Evaluator _____

Confirming that you have earned these hours:

Date _____ Evaluator _____

APPENDIX C
Directions for Completing the School Stipends Planning Form

REA CBA, Section 13.12

In order to foster consistency and transparency, each building will develop procedures for determining stipends and the use of flexible funds on an annual basis which includes input from those impacted by the decision, based on criteria A-I below:

- A. The scope of work and the responsibility and commitment required of the individual assigned to the activity. While the time required for the assignment may be considered, there is no intent to award these stipends based on an hourly rate of pay.
- B. Average number of students per advisor/coach.
- C. Program impact on school/community.
- D. Preparation time.
- E. Equipment and materials management.
- F. Staff available on a regular basis.
- G. Instructional and organizational skills necessary to conduct the activity.
- H. The degree to which the activity occurs during class if the activity is an extension of a course within the master schedule.
- I. Obligated travel supervision.

Note: Stipends are intended for certificated staff. If no certificated staff are available, classified staff may be assigned extra duty pay in this section if no REA members are available; the method of payment must be processed according to payroll rules and board policy.

Directions:

- 1. Make building decision of how to spend funds based on CBA language above.
- 2. Complete provided Excel spreadsheet. If staff has not been selected, please indicate budgeted funds for the selected activity.
- 3. Ensure that the activity is an approved student activity through ASB or the Principal. For example, if you have a video game club, be sure the games have been approved by the Principal.
- 4. The title of the activity must be self-explanatory (for example, if FANS is an activity, include a short description)

5. Return spreadsheet to your HR Advisor by quarterly deadline: October 1, December 1, March 1 and June 1.

Note these changes from previous years:

- Certificated stipends will be paid on contract spread over the months of the activity. For example, if someone is running the talent show from February-April then the stipend for that activity would be spread over those months. There will no longer be timesheets for these activities for certificated staff.
- Classified stipends will be paid through submission of a time sheet.
- Principals submit their Excel document to HR quarterly (see dates above) for processing and payroll purposes.

Flexible Funds – High School and Middle School

- The two areas which are permissible to flex are “High School Identified Activities” and “Middle School Building Leadership”.
- Flexible funds may not be used to increase the set amounts within the “Identified Areas.”
- List both the replacement activity and the activity it is replacing on the Payment Authorization Form, i.e., Hispanic Dance Troupe (replacing .5 Drama).

Middle School Special Instructions

- Department Leads/Grade Level Leads/SIP are paid according to the following scale:

Middle School Lead Stipends				
	3.1+ FTE	2.1-3.0 FTE	1.1-2.0 FTE	1.0 FTE
Department Leads	\$1,500	\$1,300	\$1,100	\$900
Grade Level Leads	\$1,000			
SIP only	\$300			

- Flexibility is allowed for Building Leadership. If the total allocated .59 is not needed for Leadership, the remaining may be used for Student Activities. Flexible funds may not be used to increase Middle School Lead Stipends which are set by the REA contract.

APPENDIX D 2018-19 Calendar

(1-page version available on RSDnet and District website)

AUGUST '18						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29*	30	31	

Student Days: 3

- 16 Cert New Hire Orientation
- 17 Cert New Hire Orientation
- 20 Cert New Hire Orientation
- 23 Cert staff work day
- 27 Cert staff work day
- 29 First Day of school for students

FEBRUARY '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

Student Days: 15

- 18 Presidents Day Holiday
- 19-22 Mid-Winter Break

SEPTEMBER '18						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Student Days: 19

- 3 Labor Day Holiday

MARCH '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Student Days: 20

- 18 Cert staff work day Elem/HS only=CAP (non-work day for MS)

OCTOBER '18						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Student Days: 22

- 12 Non-work day (State inservice)
- 18 HS Conferences

APRIL '19						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Student Days: 17

- 8-12 Spring Break

NOVEMBER '18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Student Days: 17

- 5 Cert staff work day (Elem/MS=CAP, HS=Bldg/PLC)
- 12 Veterans Day Holiday
- 15-21 Elementary Conferences
- 19-20 MS Conferences
- 21 Half day for students & Cert staff
- 22-23 Thanksgiving Holiday
- 30 Cert staff work day (Elem/MS=Bldg/PLC, HS=CAP)

MAY '19						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Student Days: 12

- 27 Memorial Day Holiday
- 28 Emergency School Closure Make-up Day (if needed)

DECEMBER '18						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Student Days: 15

- 24-31 Winter Break

JUNE '19						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20*	21	22
23	24	25	26	27	28	29
30						

Student Days: 14

- 20 Last Day of School (Student Early Dismissal)
- 21-26 Emergency School Closure Make-up Day (if needed)

JANUARY '19						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Student Days: 17

- 1-4 Winter Break
- 21 MLK Jr Holiday
- 25 Last day of 1st Semester (MS)
- 28 Cert staff work day MS
only=CAP (Elem/HS non-work day)
- 31 HS Conferences

- ☐ Teacher Work Day; No Students
- / Holiday; Non-Work Day
- * First/Last Day of School
- Half day for some/all students

Elementary Trimesters:

1st Aug 29-Nov 2; 2nd Nov 6-March 15; 3rd March 19-June 20

Middle School Quarters:

1st Aug 29-Nov 2; 2nd Nov 6-Jan 25; 3rd Jan 29-April 5; 4th April 15-June 20

High School Trimesters:

1st Aug 29-Nov 29; 2nd Dec 3-March 15; 3rd March 19-June 20

APPENDIX E
Calendar Dates in CBA

Note: Does not include Evaluation Timeline

Date	Item	CBA
9/20/2018	Behavior Supports Toolbox available	MoU
9/30/2018	SpEd Clerical committee has first meeting (by that date)	10.11.1
10/1/2018	MoU work re Non-CBA stipends complete	MoU
10/15/2018	Buildings review and approve BLIS plan	13.4.9.2
10/25/2018	BLIS menu options identified and building menu form signed by REA reps	13.4.9.3
10/31/2018	Each employee completes BLIS plan	13.4.9.4
11/1/2018	MoU work re ELL caseload/class size complete	MoU
11/1/2018	2 nd semester HS Advisory waiver due	6.11
11/30/2018	MoU work re WA paid FML	MoU
11/30/2018	½ IEP stipend paid	10.3.2
3/1/2019	REA/RSD meet to discuss bargaining (when CBA open)	3.6.1
4/1/2019	Waivers due to District & Association	6.11
4/1/2019	Long-term leave requests submitted to HR	7.21.1
4/1/2019	HS Advisory proposal due	Appendix E
4/15/2019	MoU work re: MCELC complete	MoU
4/15/2019	MoU work re MS Advisory complete	MoU
4/20/2019	Waiver requests due to Cabinet	Form page 168
4/30/2019	REA/RSD committee to review SpEd Clerical pairings	10.6.2
5/1/2019	MoU work re pilot stipend for vacant/unfilled para positions	MoU
5/15/2019	Employee and evaluator sign PLP form	13.4.9.5
6/15/2019	MoU work re non TPEP evals complete	MoU
6/30/2019	½ IEP stipend paid	10.3.2
7/1/2019	WA-AIM stipends paid in July pay warrant	10.5
7/31/2019	Deadline to present items for bargaining	3.6.2
8/31/2019	MoU work re changes in student discipline law complete	MoU

APPENDIX F
High School Advisory Planning and Implementation Template

RSD and REA agree that each high school may propose an Advisory pilot for the coming school year, based on a plan submitted on this High School Advisory Pilot template, to be jointly approved by RSD and REA. Schools proposing to keep their current model, i.e. CPP, Ignite, etc., should use the template to describe their model.

District Approval Process:

1. Schools proposing a change to their current Advisory model need to submit their plan to the Assistant Superintendent of Human Resources no later than April 1. The plans will be reviewed by the RSD/REA Bargaining Team for contractual compliance. Once approved by the RSD/REA Bargaining Team, the plan will be presented to staff for a vote.
2. 100% of certificated staff must vote by secret ballot on the proposed plan and at least 80% of the staff must agree to the plan.
3. Final plan should be sent to Vickie Damon, Chief of Secondary Schools

Required Elements	School Plan
<p>Purpose Statement</p> <ul style="list-style-type: none"> • With a focus on student learning, the High School Advisory period should address the specific needs of students and be contract-neutral. • The plan should include the curriculum/content to be used as well as any other planned uses for the time, e.g. assemblies, culminating projects, club meetings, etc. • The plan should include specific objectives to be achieved during the Advisory period. 	
<p>Schedule (Attach bell schedule)</p> <ul style="list-style-type: none"> • Include the number of minutes per day and days per week for the Advisory period. • Note: total time should not exceed 100 minutes per week. 	
<p>Credit</p> <ul style="list-style-type: none"> • Do you propose attaching course credit to the Advisory period? If so, describe. • Note: If Advisory will be primarily a support/reteaching opportunity – credit should not be attached. If Advisory uses a substantially different curriculum from the 	

<p>courses students are currently enrolled in, credit may be attached.</p>	
<p>Staff Accountability and Impact</p> <ul style="list-style-type: none"> • How will workload equity among certificated staff be addressed? • How does your plan affect total student load for teachers? • How will curriculum be developed, managed, etc. <ul style="list-style-type: none"> ○ • Are there options available for teachers during the Advisory period? If so, describe. • How will administrators hold teachers accountable for their work during Advisory? • What is the plan for part-time teachers during Advisory? • What is the plan for Specialists during Advisory? 	
<p>Student Accountability</p> <ul style="list-style-type: none"> • How will students be scheduled for Advisory? • How will teachers and administrators hold students accountable for participation in Advisory? 	
<p>Evaluation</p> <ul style="list-style-type: none"> • What data points will be used to monitor the effectiveness of the Advisory period? • What data points will be used to monitor student progress in the Advisory? 	
<p>Building Decision-Making Process</p> <ul style="list-style-type: none"> • How will this plan be shared with staff? • Will classified staff participate in the decision-making process? • Certificated Staff agreement must be at least 80%; as determined by secret ballot process • What is the plan to respond/adjust to the Dissenting Report? • What is the timeline to review, agree, and decide on the plan? • What is the timeline to review, agree, and decide on modifications during the pilot year? 	

**APPENDIX G
RSD/REA WAIVER REQUEST**

School/Program/Site Requesting Waiver: _____

Prepared by: _____ Date: _____

Waiver Requests must be completed and one a copy submitted to the Assistant Superintendent for Learning and Teaching and one copy to the REA Office no later than the Friday before Spring Break for approval.

If the waiver request involves the RSD/REA Collective Bargaining Agreement, REA has a parallel contract waiver process, which requires a mandatory informational in-service with REA certificated staff and approval by the REA Executive Board and REA Representative Council.

1. This is a request waiver from:

_____ REA/RSD Collective Bargaining Agreement Article _____

_____ Other: _____

2. Description of request:

3. What does your building hope to accomplish with this request?

4. If the request is granted, what impact(s) would it have?

5. Duration of the waiver: _____
6. Costs and budget capacity?

7. Effect of waiver on other union contract(s):

8. The percentage of the school requesting the waiver:
_____ (%) percentage or _____ out of _____ (total).
9. If there is dissenting or opposing viewpoint, please furnish a statement describing it, with the name of a contact person for the dissenting or opposing group.

Building Approval:

_____ Site Leadership Team	_____ Date
_____ Building/Administrator	_____ Date
_____ Chief of Schools	_____ Date
REA Approval	
_____ REA President	_____ Date
District Approval	
_____ Cabinet Approval	_____ Date
_____ Superintendent Approval	_____ Date

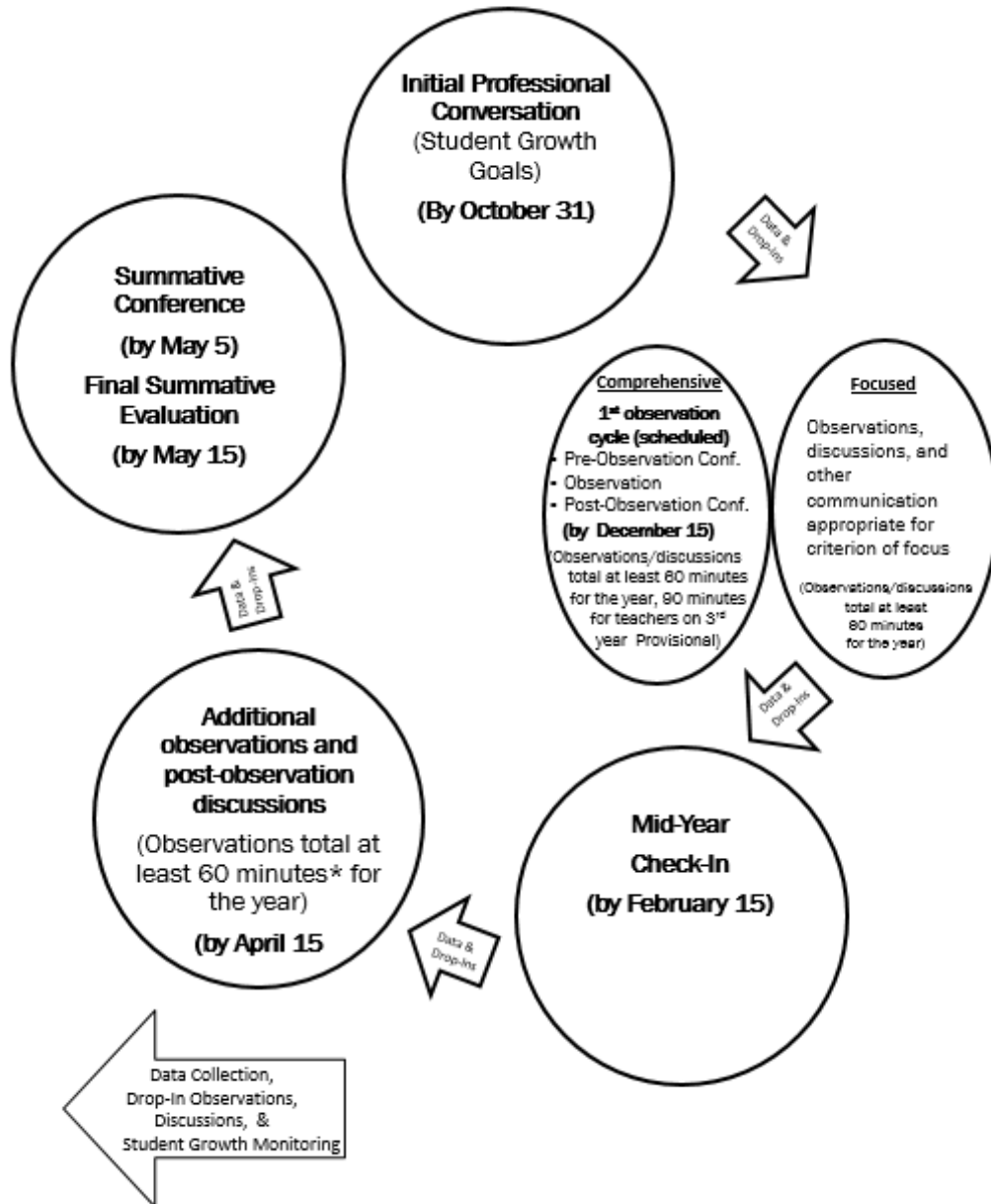
Note at REA and District level:

Review waivers to see if there are multiple waivers addressing the same or similar request that may necessitate system-wide instructional, operational and/or contractual impacts.

APPENDIX H
Teacher Evaluation Materials



Classroom Teacher Evaluation Cycle



Danielson Framework for Teaching aligned with the Washington Eight Teacher Evaluation Criteria

Criterion 1	Criterion 2	Criterion 3
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	Recognizing individual student learning needs and developing strategies to address those needs.
<i>Domain 2: The Classroom Environment</i> 2b: Establishing a Culture for Learning	<i>Domain 3: Instruction</i> 3b: Using Questioning And Discussion Techniques	<i>Domain 1: Planning and Preparation</i> 1b: Demonstrating Knowledge of Students
<i>Domain 3: Instruction</i> 3a: Communicating with Students	<i>Domain 4: Professional Responsibilities</i> 4a: Reflecting on Teaching	<i>Domain 3: Instruction</i> 3e: Demonstrating Flexibility And Responsiveness
3c: Engaging Students In Learning		<i>Student Growth</i> SG 3.1: Establish Student Growth Goal(s) SG 3.2: Achievement of Student Growth Goal(s)
Criterion 4	Criterion 5	Criterion 6
Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.	Using multiple student data elements to modify instruction and improve student learning.
<i>Domain 1: Planning and Preparation</i> 1a: Demonstrating Knowledge of Content and Pedagogy	<i>Domain 2: The Classroom Environment</i> 2a: Creating an Environment of Respect and Rapport	<i>Domain 1: Planning and Preparation</i> 1f: Designing Student Assessments
1c: Setting Instructional Outcomes	2c: Managing Classroom Procedures	<i>Domain 3: Instruction</i> 3d: Using Assessment in Instruction
1d: Demonstrating Knowledge of Resources	2d: Managing Student Behavior	<i>Domain 4: Professional Responsibilities</i> 4b: Maintaining Accurate Records
1e: Designing Coherent Instruction	2e: Organizing Physical Space	<i>Student Growth</i> SG 6.1: Establish Student Growth Goal(s) SG 6.2 Achievement of Student Growth Goal(s)
Criterion 7	Criterion 8	
Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	
<i>Domain 4: Professional Responsibilities</i> 4c: Communicating with Families	<i>Domain 4: Professional Responsibilities</i> 4d: Participating in a Professional Community 4e: Growing and Developing Professionally 4f: Showing Professionalism	<i>Student Growth</i> SG 8.1: Establish Team Student Growth Goal(s)

TEACHER EVALUATION

FRAMEWORK FOR TEACHING COMPONENTS OF PROFESSIONAL PRACTICE AND ALIGNMENT TO WASHINGTON STATE CRITERIA



<p>Domain 1: Planning and Preparation</p> <p>1a. Demonstrating knowledge of content & pedagogy (SC4)</p> <ul style="list-style-type: none"> • Knowledge of content and the structure of the discipline • Knowledge of prerequisite relationships • Knowledge of content-related pedagogy <p>1b. Demonstrating knowledge of students (SC3)</p> <ul style="list-style-type: none"> • Knowledge of child and adolescent development • Knowledge of the learning process • Knowledge of students' skills, knowledge and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs <p>1c. <i>Setting instructional outcomes (SC4)</i></p> <ul style="list-style-type: none"> • <i>Value, sequence and alignment</i> • <i>Clarity</i> • <i>Balance</i> • <i>Suitability for diverse learners</i> <p>1d. Demonstrating knowledge of resources (SC4)</p> <ul style="list-style-type: none"> • Resources for classroom use • Resources to extend content knowledge and pedagogy • Resources for students <p>1e. Designing coherent instruction (SC4)</p> <ul style="list-style-type: none"> • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure <p>1f. Designing student assessments (SC6)</p> <ul style="list-style-type: none"> • Congruence with instructional outcomes • Criteria and standards • Design of formative assessments • Use for planning 	<p>Domain 2: Classroom Environment</p> <p>2a. Creating an environment of respect and rapport (SC5)</p> <ul style="list-style-type: none"> • Teacher interaction with students, including both words and actions • Student interactions with one another, including both words and actions <p>2b. <i>Establishing a culture for learning (SC1)</i></p> <ul style="list-style-type: none"> • <i>Importance of the content and of learning</i> • <i>Expectations for learning and achievement</i> • <i>Student pride in work</i> <p>2c. Managing classroom procedures (SC5)</p> <ul style="list-style-type: none"> • Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals <p>2d. Managing student behavior (SC5)</p> <ul style="list-style-type: none"> • Expectations • Monitoring student behavior • Response to student misbehavior <p>2e. Organizing physical space (SC5)</p> <ul style="list-style-type: none"> • Safety and accessibility • Arrangement of furniture and use of physical resources
<p>Domain 4: Professional Responsibilities</p> <p>4a. <i>Reflecting on teaching (SC2)</i></p> <ul style="list-style-type: none"> • <i>Accuracy</i> • <i>Use in future teaching</i> <p>4b. Maintaining accurate records (SC6)</p> <ul style="list-style-type: none"> • Student completion of assignments • Student progress in learning • Non-instructional records <p>4c. Communicating with families (SC7)</p> <ul style="list-style-type: none"> • Information about the instructional program • Information about individual students • Engagement of families in the instructional program <p>4d. Participating in a professional community (SC8)</p> <ul style="list-style-type: none"> • Relationships with colleagues • Involvement in a culture of professional inquiry • Service to school • Participation in school and district projects <p>4e. Growing and developing professionally (SC8)</p> <ul style="list-style-type: none"> • Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to profession <p>4f. Showing professionalism (SC8)</p> <ul style="list-style-type: none"> • Integrity and ethical conduct • Service to students • Advocacy • Decision-making • Compliance with school and district regulations 	<p>Domain 3: Instruction</p> <p>3a. Communicating with students (SC1)</p> <ul style="list-style-type: none"> • Expectations for learning • Directions for activities • Explanations of content • Use of oral and written language <p>3b. Using questioning and discussion techniques (SC2)</p> <ul style="list-style-type: none"> • Quality of questions/prompts • Discussion techniques • Student participation <p>3c. <i>Engaging students in learning (SC1)</i></p> <ul style="list-style-type: none"> • <i>Activities and assignments</i> • <i>Grouping of students</i> • <i>Instructional materials and resources</i> • <i>Structure and pacing</i> <p>3d. Using assessment in instruction (SC6)</p> <ul style="list-style-type: none"> • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress <p>3e. Demonstrating flexibility and responsiveness (SC3)</p> <ul style="list-style-type: none"> • Lesson adjustment • Response to students • Persistence

The Framework for Teaching / The Danielson Group

(SC = State criterion) Pivotal components in *italics*

Summative Teacher Evaluation

Background

- *The first scheduled observation cycle for those on Comprehensive Evaluation must be completed by December 15 and will include a pre and post observation conference.
- *All teachers must have a minimum of 60 minutes of observation and conferencing relative to their evaluation.
- *New teachers are subject to a complete observation cycle (30 minutes minimum) and an initial summative evaluation within 90 days after the beginning of the school year, or 90 days after the commencement of employment for new teachers. This may be combined with the first scheduled observation meeting cycle contained as part of the CE.
- *Third year provisional teachers must have three observations totaling not less than 90 minutes.
- *Teachers have the right to submit evidence for consideration in their evaluation in eWalk, or as a hard copy.
- Professional conversations are required in order to address the collection of evidence and additional classroom observations which together support the formative process. The conversations should focus on the growth of the teacher's instructional practice. A preliminary mid-year summative conference should occur by February 3 in order to calibrate a summative score by the teacher and the evaluator on initial evaluation of the observations, evidence to date, and measures of the student growth. Collaboration is strongly encouraged in order to maintain the focus of professional growth.

April/May

- It is highly encouraged that all observations be completed no later than April 15. Accommodations may be made as needed due to unforeseen circumstances. Human Resources must approve any extensions.
- The evidence provided by the teacher shall be taken into consideration when determining the final evaluation score.
- *Any components scored as Basic or Unsatisfactory must have relevant evidence aligned to those components.
- Any additional evidence beyond the observation report should be provided to the teacher no later than five (5) days in advance of the conference.

Summative Conference (by May 5): This conference discusses the summary of supporting evidence, including teacher input and evidence on all components, the evaluator's preliminary rating on all components and criteria, and any additional evidence the teacher would like the evaluator to consider prior to making the summative rating on the State 8 Criteria. Any additional evidence beyond the observation report should be provided to the teacher no later than five (5) days in advance of the conference.

Annual Written Summative Evaluations (by May 15):

- *Annual written summative evaluations must be completed and a copy provided to the teacher by no later than May 15.
- It is the intent of the parties that the evaluator and teacher will have time after the Summative Conference to adjust the written Summative Evaluation based on new evidence presented and discussed during the Summative Conference.

*Should the evaluator and teacher not reach agreement on the summative scoring of a particular criterion, the evaluator will provide the teacher with the opportunity to present additional evidence that supports the teacher's rating. Once the additional evidence has been presented if there is still disagreement, the evaluator's score will prevail. However, the teacher will have a right to write a rebuttal and attach it to the final summative evaluation.

*Disputes concerning a deviation from the procedural requirements of this MoU shall be subject to the grievance provisions of Article XII. (Procedural requirements indicated with asterisk.)

Renton School District Summative Comprehensive Evaluation

- Scores are entered for each individual component in each criterion. There is a scoring band to determine the score for each criterion, varying depending on the number of components in criterion.
- The Final Summative Score and Student Growth Impact Rating for the year’s evaluation are determined by the state’s scoring bands listed below.

Level of performance:
 Unsatisfactory: **U - 1**
 Basic: **B - 2**
 Proficient: **P - 3**
 Distinguished: **D - 4**

Criterion
Scores Component Scores

Criterion 1: Centering instruction on high expectations for student achievement	-	3 - 4 Unsatisfactory - 1	- [2]b 5 - 7 Basic - 2	- [3]a 8 - 10 Proficient - 3	- [3]c 11 - 12 Distinguished - 4
Criterion 2: Demonstrating effective teaching practices	-	1 - 2 Unsatisfactory - 1	- [3]b 3 - 4 Basic - 2	- [4]a 5 - 6 Proficient - 3	7 - 8 Distinguished - 4
Criterion 3: Recognizing & developing strategies to meet individual student learning needs	-	4 - 6 Unsatisfactory - 1	- [1]b 7 - 9 Basic - 2	- [3]e 10 - 13 Proficient - 3	- [SG 3.1] - [SG 3.2]* 14 - 16 Distinguished - 4
Criterion 4: Providing clear and intentional focus on subject matter and curriculum	-	4 - 6 Unsatisfactory - 1	- [1]a 7 - 9 Basic - 2	- [1]c 10 - 13 Proficient - 3	- [1]d - [1]e 14 - 16 Distinguished - 4
Criterion 5: Fostering and managing a safe, positive learning environment	-	4 - 6 Unsatisfactory - 1	- [2]a 7 - 9 Basic - 2	- [2]c 10 - 13 Proficient - 3	- [2]d - [2]e 14 - 16 Distinguished - 4
Criterion 6: Using multiple student data elements to modify instruction & improve student learning	-	5 - 7 Unsatisfactory - 1	- [1]f - [3]d 8 - 12 Basic - 2	- [4]b 13 - 17 Proficient - 3	- [SG 6.1] - [SG 6.2]* 18 - 20 Distinguished - 4
Criterion 7: Communicating and collaborating with parents and the school community	-	1 Unsatisfactory - 1	- [4]c 2 Basic - 2	3 Proficient - 3	4 Distinguished - 4
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	-	4 - 6 Unsatisfactory - 1	- [4]d 7 - 9 Basic - 2	- [4]e - [4]f 10 - 13 Proficient - 3	- [SG 8.1] 14 - 16 Distinguished - 4

Student Growth 3.2 and 6.2: Achievement of Student Growth Goal(s)

<p style="text-align: center;">Unsatisfactory - 1</p> <p>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</p>	<p style="text-align: center;">Basic - 2</p> <p>Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.</p>	<p style="text-align: center;">Proficient - 3</p> <p>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</p>	<p style="text-align: center;">Distinguished - 4</p> <p>Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.</p>
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*** Renton Scoring**

10% or less of students show growth.	More than 10% but less than or equal to 50% of students show growth.	More than 50% but less than or equal to 90% of students show growth.	More than 90% of students show growth.
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Final Summative Score – WA State Scoring Band

The sum of all eight criterion scores

8 - 14	15 - 21	22 - 28	29 – 32
Unsatisfactory	Basic	Proficient	Distinguished*

*A teacher with a summative rating of Distinguished and a Low Student Growth Impact Rating will receive a summative rating of Proficient.

WA State Student Growth Impact Rating

The sum of all five student growth components

5 - 12	13 - 17	18 - 20
Low*	Average	High

*A score of “1” in any of the student growth components results in a “Low” Student Growth Impact Rating

Final Summative Score: _____

Student Growth Impact Rating: _____

**Renton School District
Focused Teacher Evaluation
- Criterion Scoring Bands -**

- There is a scoring band for each criterion, varying depending on the number of components in the criterion.
- Criteria 3, 6 and 8 are scored just as they are for the Comprehensive Evaluation, since they already include Student Growth Components.
- Criteria 1, 2, 4, 5, and 7 include the Student Growth components for EITHER the whole class (6.1 and 6.2) or a subgroup (3.1 and 3.2).
- For Focused Evaluations, the Criterion Score is also the Final Summative Score for that year's evaluation.

Level of performance:
 Unsatisfactory: **U - 1**
 Basic: **B - 2**
 Proficient: **P - 3**
 Distinguished: **D - 4**

Criterion 1: <i>Centering instruction on high expectations for student achievement</i>	-	- [2b] - [3a] - [3c] - [SG 3.1/6.1] - [SG 3.2/6.2] 5 - 7 8 - 12 13 - 17 18 - 20 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
Criterion 2: <i>Demonstrating effective teaching practices</i>	-	[3b] [4a] [SG 3.1/6.1] [SG 3.2/6.2] 4 - 6 7 - 9 10 - 13 14 - 16 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
Criterion 3: <i>Recognizing & developing strategies to meet individual student learning needs</i>	-	[1b] [3e] [SG 3.1] [SG 3.2] 4 - 6 7 - 9 10 - 13 14 - 16 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
Criterion 4: <i>Providing clear and intentional focus on subject matter and curriculum</i>	-	[1a] [1c] [1d] [1e] [SG 3.1/6.1] [SG 3.2/6.2] 6 - 9 10 - 14 15 - 20 21 - 24 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
Criterion 5: <i>Fostering and managing a safe, positive learning environment</i>	-	[2a] [2c] [2d] [2e] [SG 3.1/6.1] [SG 3.2/6.2] 6 - 9 10 - 14 15 - 20 21 - 24 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
Criterion 6: <i>Using multiple student data elements to modify instruction & improve student learning</i>	-	[1f] [3d] [4b] [SG 6.1] [SG 6.2] 5 - 7 8 - 12 13 - 17 18 - 20 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
Criterion 7: <i>Communicating and collaborating with parents and the school community</i>	-	[4c] [SG 3.1/6.1] [SG 3.2/6.2] 3 - 4 5 - 7 8 - 10 11 - 12 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
Criterion 8: <i>Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</i>	-	[4d] [4e] [4f] [SG 8.1] 4 - 6 7 - 9 10 - 13 14 - 16 Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4

**APPENDIX I
UNDERSTANDING LATE START FRIDAYS**

Color	Appropriate Use of Time	Inappropriate Use of Time
<p style="text-align: center;">Yellow {CAP}</p>	<ul style="list-style-type: none"> • Individual teacher determined, conference and planning time 	<ul style="list-style-type: none"> • Staff meetings • “I just need a few minutes” meetings • “I know it’s your planning time, but…” meetings • Student/community events
<p style="text-align: center;">Pink {Professional Learning Communities}</p> <p><i>MUST ALWAYS ADDRESS AT LEAST ONE OF THE FOUR ESSENTIAL QUESTIONS</i></p>	<p>Teacher initiated:</p> <ul style="list-style-type: none"> • Grade level content discussion • Assessment results • Discussion of possible interventions • Discussions of which intervention might be most appropriate for students based on assessment results • Team planning focused on the above • Team discussions of protocols and rubrics • Data analysis • Curriculum analysis/implementation and review • Reflection and assessment • Cross grade-level planning • Specialist subject matter planning • Planning between buildings 	<ul style="list-style-type: none"> • Staff meetings • “I just need a few minutes” meetings • “I know it’s your PLC time, but…” meetings • Logistics, e.g. <ul style="list-style-type: none"> ○ Field trips ○ Performances ○ Family Literature Night • Meetings of a group assigned by the Principal • Facilitator/coach assigned by Principal to become part of one group for extended period of time • Parent meetings • IEP meetings • District-initiated meetings
<p style="text-align: center;">Green {Building Professional Development}</p>	<ul style="list-style-type: none"> • Principal/School Leadership determine content • School wide issues <ul style="list-style-type: none"> ○ State/Federal mandated testing training ○ School Improvement Plan ○ Discipline ○ Positive Behavior Supports ○ Disaster Preparedness • Professional Development • Building discussion of protocols and rubrics 	<ul style="list-style-type: none"> • Meeting about business items of logistics of school operations
<p style="text-align: center;">General</p>	<ul style="list-style-type: none"> • Change one Green day to Pink, with staff agreement • Trade one Green day for one Yellow day, with staff agreement 	<ul style="list-style-type: none"> • Any other changes to negotiated Late Start Calendar • Days cannot be switched, traded, or exchanged

APPENDIX J
PLC Alternate Schedule Application

School _____

PLC Team _____

Guiding Principles

- PLCs have the opportunity to flex their Pink PLC Delayed Start Fridays to better meet the needs of their PLC
- The total time of these alternatively scheduled PLCs will be equivalent to the amount of time in the Late Start PLCs.
- ALL members of the PLC must agree to the change and must attend all scheduled meetings

Please respond to the following questions:

What is the proposed change to your PLC schedule? Include specific dates, times, location

How will this schedule help your PLC work more effectively?

Does this change work for ALL members of the PLC?

How will your PLC communicate with other PLC Teams that meet on Pink Fridays and/or other days and times?

How will your PLC communicate with building administrators and specialists about the work you're doing during the flexed time?

Team members:

Submit to Principal at least 5 days before proposed start of the alternate schedule.

Alternate PLC Schedule _____ Approved _____ Denied

Comments:

Principal Signature _____ Date _____

APPENDIX K
Class Composition Form (see 9.7.3.10)

Teacher Name _____ Date _____

School _____ Grade/Subject _____

Briefly describe current concerns with your class composition.

Outline options that you feel would address the concerns and explain why.

Describe steps that have been taken within the class/building to address the concern, if applicable.

Estimate the length of time support would be needed.

If appropriate, has a Special Education Assistant Director been notified of the concern? _____

Principal Comments:

Principal Signature _____

Principal, please submit this form to the HR Assistant Superintendent **and** REA President, who will review in partnership with the Chief of Schools. A response will be provided within 10 days.

RENTON SCHOOL DISTRICT (RSD)
And
RENTON EDUCATION ASSOCIATION (REA)
Agreement by REA/RSD Bargaining Team
Regarding Relationship with Parents and Guardians

Chair: Jim Ventris

Members: Michelle Corker, Jim Graham, Jane Hendrickson, Sherrie Herbel, Anita Jose, Elaine Love, Sharon Turner

May 26, 1998

Adopted pursuant to the 2013-2015 Collective Bargaining Agreement.

(10 pages total)

Table of Contents

- Definition of Abuse
- Immediate Response and Post Incident Process
- Immediate Response Flowchart
- Post Incident Flowchart
- Incident Report Form
- Civility Agreement
- Applicable RCWs

Abuse is defined as:

“Behavior toward school employees which threatens their physical or emotional safety, or has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or ability to perform their professional responsibilities”.

Examples of abuse toward employees include but are not be limited to:

- Aggressive physical contact toward the employee.
- Threatening to harm an individual employee or their family, friends, associates, or their property.
- Making harassing or threatening telephone calls, sending harassing or threatening letters

or other forms of written or electronic communications.

- Harassing surveillance, also known as “stalking”, the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of their safety.
- Verbal assaults directed toward the employee such as berating, belittling, swearing, name calling, screaming, threatening, excessive criticizing or blaming, and using sarcasm and humiliation.
- Any behavior that is designed to control another person through the use of fear, humiliation, and verbal assaults. It can include verbal abuse and constant criticism as well as more subtle tactics like intimidation, manipulation, and refusal to come to resolution.

Immediate Response to Abusive Situation

Progress to next step if previous is not effective:

1. Try to calm the person
2. Try to work for a solution
3. Seek internal help within the building
4. Ask the person to practice civility
5. Inform the person about policy and law
6. Terminate the meeting/conversation
7. Request that the person leave
8. Dial 911 - Request police report

Post Incident Process

Fill out RSD incident report for internal use and meet with supervisor to review report:

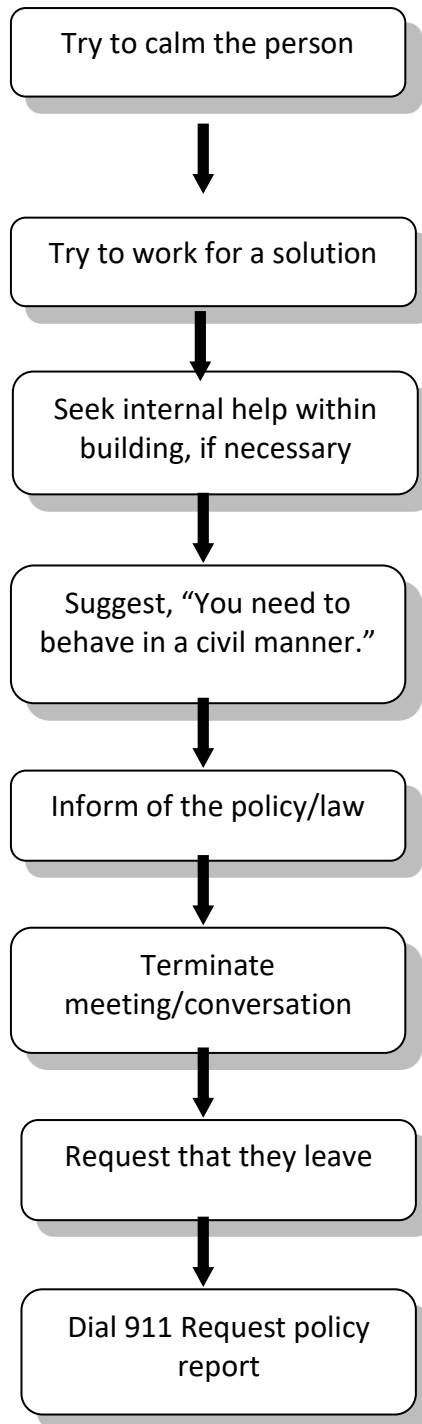
- a. Decide if abuse has occurred:
 - If supervisor and employee agree on presence of abuse, go to b.
 - If supervisor and employee come to no agreement on the presence of abuse, employee refers to the next supervisor and/or union representative.
- b. Consider resolution meeting with abusive person.

- If “yes” to meeting and abuse criteria met:
 1. Set up meeting which includes supervisor and no more than 4 people present at the meeting.
 2. Provide written confirmation of meeting date and time; include copy of abuse policy/RCW etc. with confirmation.
 3. Schedule a meeting to resolve the problem, may involve civility agreement.
- If “no” to meeting due to safety concern and/or repeated abuse:

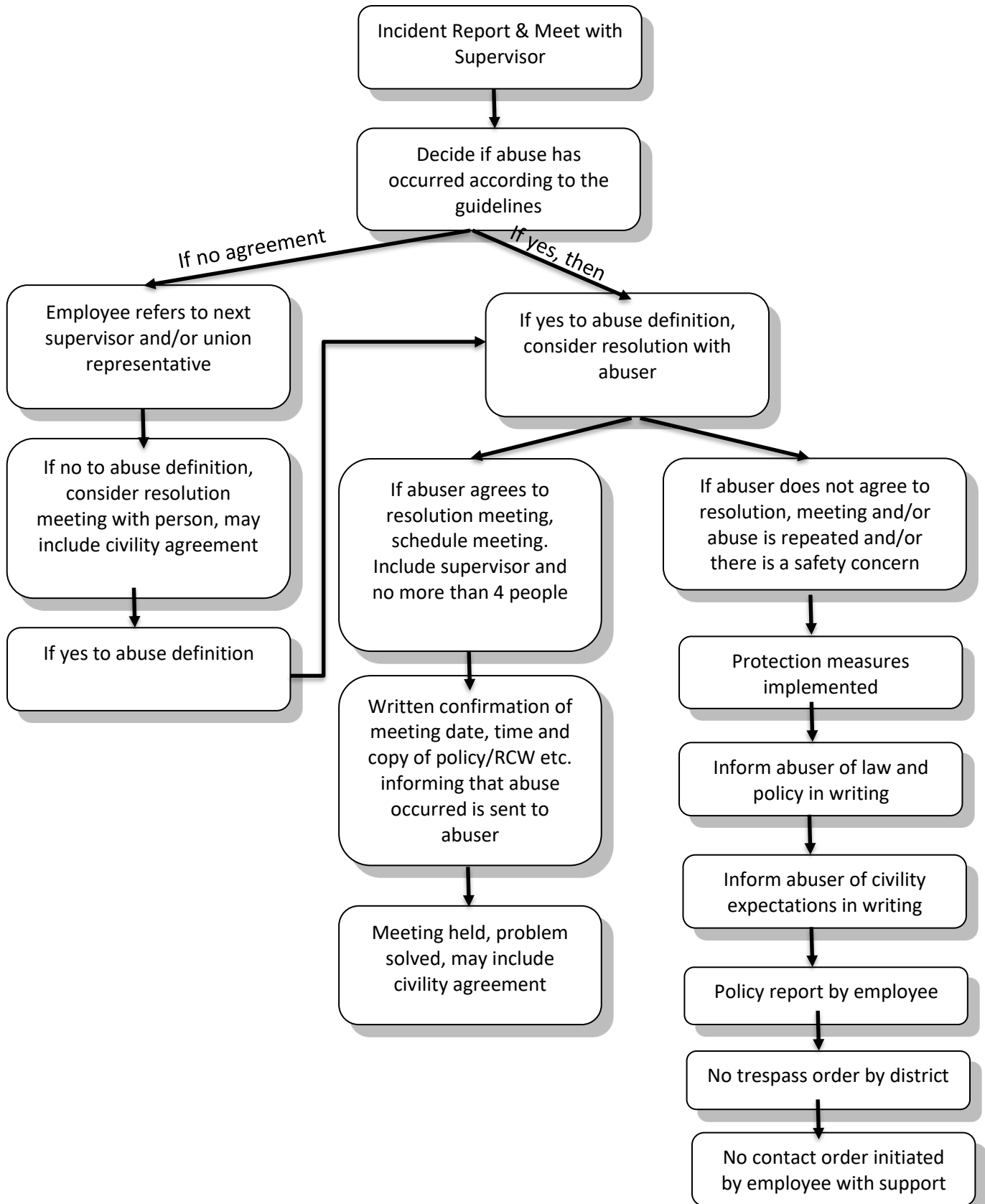
Protection measures are implemented:

- Inform of law and policy via letter.
- Civility expectations included in letter.
- Police report by employee if not completed previously.
- No trespass form completed by immediate supervisor in consultation with Employee Relations.
- No contact order (anti-harassment) initiated by the employee usually accompanied by the association/union representative. The District provides technical assistance and support.

Immediate Response



POST INCIDENT PROCESS



RENTON SCHOOL DISTRICT NO. 403
300 SW Seventh St.
RENTON, WA 98055
ABUSE/HARASSMENT OF EMPLOYEE REPORT

EMPLOYEE'S REPORT

(This report is to be filed with employee's supervisor immediately following an incident. (Copies are distributed as indicated below.)

Employee _____ Work Location _____ Work Phone _____

Position _____ Supervisor _____

Regarding Incident: Date _____ Time _____ Location _____

Name of Suspect _____ Address _____

Work Address _____ Home phone _____ Work Phone _____

Estimate of:

Race _____ Sex _____ Hgt _____ Wgt _____ Hair _____ Eyes _____

Age Range _____ Build _____ Hairstyle _____ Relation to School _____

Describe the Incident (Give complete details and be as precise as possible): _____

Attach additional information if needed.

Witness(es):

Name _____ Address/Work Location _____ Phone _____

Name _____ Address/Work Location _____ Phone _____

Employee Signature _____ Date _____

Supervisor's Report: Does this meet the definition of abuse? Yes _____ No _____

Recommended action: _____

Supervisor Signature _____ Date _____

I agree with my supervisor's analysis of the situation and recommended action Yes ___ No ___

Employee Signature _____ Date _____

White - Employee Relations Pink - Employee Yellow - Supervisor

Civility Agreement Form

Employees of the Renton School District will treat parents and guardians with respect and expect the same in return. We acknowledge that disagreements are inevitable, but when they arise, all parties will conduct themselves with commonly accepted standards of respectful social interaction, including tone of voice, language, and body movements. Any conflict which cannot be resolved to the mutual satisfaction of both parties will be referred to a Renton School District administrator for mediation. To ensure and support this mutual arrangement, all parties will comply with the following conditions:

If any parent/guardian or employee engages in the following (or similar) behaviors:

- Aggressive physical contact toward an employee
- Threatening harm to an individual or their family/friends/property
- Making harassing or threatening telephone calls or sending harassing or threatening letters
- Verbally assault
- Stalking
- Any other behavior defined in the RSD Relationships with Parents document as abusive

Then the following actions will occur:

- The abusive party will comply with the request of the District Administrator. This may include but not be limited to:
- Leaving the school grounds
- Leaving the meeting area for a specified period of time
- If needed, a meeting will be scheduled at which time affected parties will review this agreement and attempt to reach further resolution
- Inability or refusal to comply with this agreement may result in enforcement of RCW 28A.635.010,020,030,090,100,120

Other Conditions: _____

I acknowledge the need for mutual respect between parents/guardians and employees of the Renton School District and will comply with this agreement.

Parent/Guardian

Date

Employee

Date

Administrator

Date

OFFENSES RELATING TO SCHOOL PROPERTY AND PERSONNEL

RCW 28A.635.010 Abusing or insulting teachers, liability for - Penalty. Any person who shall insult or abuse a teacher anywhere on the school premises while such teacher is carrying out this or her official duties, shall be guilty of a misdemeanor, the penalty for which shall be a fine of not less than ten dollars nor more than one hundred dollars.

RCW 28A.635.020 Willfully disobeying school administrative personnel or refusing to leave public property, violations, when - Penalty.

(1) It shall be unlawful for any person to willfully disobey the order of the chief administrative officer of a public school district, or of an authorized designee of any such administrator, to leave any motor vehicle, building, grounds or other property which is owned, operated or controlled by the school district if the person so ordered is under the influence of alcohol or drugs, or is committing, threatens to imminently commit or commit or incites another to imminently commit any act which would disturb or interfere with or obstruct any lawful task, function, process or procedure of the school district or any lawful task, function, process or procedure of any student, official, employee or invitee of the school district. The order of a school officer or designee acting pursuant to this subsection shall be valid if the officer or designee reasonably believes a person ordered to leave is under the influence of alcohol or drugs, is committing acts, or is creating a disturbance as provided in this subsection.

(2) It shall be unlawful for any person to refuse to leave public property which is owned, operated or controlled by a school district when ordered to do so by a law enforcement office if such person is engaging in conduct which creates a substantial risk of causing injury to any person, or substantial harm to property, or such conduct amounts to disorderly conduct under RCW 9A.84.030

(3) Nothing in this section shall be construed to prohibit or penalize activity consisting of the lawful exercise of freedom of speech, freedom of press and the right to peaceably assemble and petition the government for a redress of grievances: PROVIDED, That such activity neither does or threatens imminently to materially disturb or interfere with or obstruct any lawful task, function, process or procedure of the school district, or any lawful task, function, process or procedure of any student, official, employee or invitee of the school district: PROVIDED FURTHER, That such activity is not conducted in violation of a prohibition or limitation lawfully imposed by the school district upon entry or use of any motor vehicle, building, grounds or other property which is owned, operated or controlled by the school district.

(4.) Any person guilty of violating this section shall be deemed guilty of a misdemeanor and, upon conviction therefor, shall be fined not more than five hundred dollars, or imprisoned in jail for not more than six months or both so fined and imprisoned.

RCW 28A.635.030 Disturbing school, school activities or meetings - Penalty. Any person who shall willfully create a disturbance on school premises during school hours or at school activities or school meetings shall be guilty of a misdemeanor, the penalty for which shall be a fine in any

sum not more than fifty dollars.

RCW 28A.635.090 Interference by force or violence - Penalty. It shall be unlawful for any person, singly or in concert with others, to interfere by force or violence with any administrator, teacher, classified employee, person under contract with the school or school district, or student of any common school who is in the peaceful discharge or conduct of his or her duties or studies. Any such interference by force or violence committed by a student shall be grounds for immediate suspension or expulsion of the student.

RCW 28A.635.100 Intimidating any administrator, teacher, classified employee, or student by threat of force or violence unlawful - Penalty. It shall be unlawful for any person, singly or in concert with others, to intimidate by threat of force or violence any administrator, teacher, classified employee, or student of any common school who is in the peaceful discharge or conduct of his or her duties or studies.

RCW 28A.635.110 Violations under RCW 28A.635.090 and 28A.635.100- Disciplinary authority exception. The crimes defined in RCW 28A.635.090 and 28A.635.100 shall not apply to school administrators, teachers, or classified employees who are engaged in the reasonable exercise of their disciplinary authority.

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding MCELC

At the conclusion of 2017 bargaining, the parties agree to examine schedule options for MCELC to consider repurposing existing time for planning time with paraeducators, with recommendations due back to the Bargaining Team by April 15, 2019.

/s/ Beth Porter
For the District

/s/ Cami Kiel
For the Association

November 15, 2018
Date

November 15, 2018
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Sartori Elementary School

We, the undersigned, on behalf of REA and RSD, agree to the following:

To establish common expectations for the initial year of Sartori Elementary School's participation in the Renton Innovation Zone (RIZ), the parties agree to the following:

Professional Learning Communities

1. Certificated staff will "waive" Professional Learning Community (PLC) time designated to be used on agreed upon Friday mornings and instead meet each week during one full conference and planning period. As a result, all designated PLC ("pink") delayed start mornings will be converted to self-directed time ("yellow"). On the week a grade level has a Learning Lab, one of their PLC meetings will be cancelled to compensate for the loss of planning time on Learning Lab day.
2. Certificated staff will agree to designate Building Learning Improvement Stipend (BLIS) hours to reflect at least the amount of time spent as compensation for a second PLC meeting during a full conference and planning period each week.
3. Content Coaches, the Principal, and Assistant Principal will act as instructional leaders which includes active participation in the planning and facilitation of Learning Labs and PLC meetings.
4. Sartori Professional Learning Community meetings and collaborative practices will focus on the implementation of carefully designed RIZ pacing guides through teaching teams working collaboratively with content coaches and instructional leaders to plan instructional strategies, review mid-unit data, and plan instructional adjustments based on this data.
5. Formative data will be prepared by certificated staff and used in PLCs to inform collaboratively-made instructional decisions.

Content Area Instructional Expectations

1. Certificated staff will participate in a collaborative and continuous instructional improvement cycle which will be supported by embedded professional learning, content specific coaching and support with instructional planning practices provided by content coaches and principals. Staff will be expected to implement the resulting professional practices and strategies.
2. Certificated staff will participate in Learning Labs in Math, Science and Literacy that take place during the school day and are facilitated by Content Coaches and Building Administrators.

3. All certificated staff will actively participate in professional learning and the implementation of a schoolwide RIZ Social Emotional Learning plan and curriculum, and implement all elements of the plan with fidelity.
4. All certificated staff will participate in professional learning and the development of a schoolwide plan to ensure innovative and authentic family engagement.
5. Sartori will be provided operational flexibility to develop and adopt practices that support their improvement efforts and allow for rapid change if a new practice does not work.

Additional Compensation and Schedule for Professional Learning

1. Certificated staff will substitute the existing 12 hours of PLP time contractually reserved for new curriculum adoptions and/or pilots to engage in professional learning on August 21 and 22, 2018.
2. Five (5) work days at per diem pay will be added to the certificated work calendar (three in August, one on October 12, and one to be determined by an 80% approval vote of REA members at the building) for professional learning.
3. Differentiated professional learning or preparation and collaboration efforts to support schoolwide initiatives may be designed for certificated specialists and special programs staff.

Priority Transfers

1. Any staff who do not wish to remain at Sartori will work with Human Resources to find an appropriate priority placement elsewhere in the District outside of the RIZ with no negative ramifications.

The parties agree that beginning in the spring of 2019 the Sartori staff and administration will utilize RSD and REA processes including the BLIS planning process, the REA Waiver process, and the RIZ Planning process to determine provisions beyond the REA contract for each subsequent school year.

Implementation will begin upon ratification of this MOU.

/s/Laurie Taylor
For the District

/s/Cami Kiel
For the Association

4/3/2018
Date

4/3/2018
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Trimesters and Student Growth Goals

We, the undersigned, on behalf of REA and RSD, agree to the following:

The shift to trimesters at the high school level causes some challenges with the evaluation timeline. As such, we agree to the following:

1. Per 8.2.4 and 8.4.1.1, high school teachers must have their initial professional conversation by October 31. Student Growth Goals (SGG) may be finalized after the start of second trimester and no later than December 15.
2. At the high school level, SGG may span a single trimester.
3. Student growth criterion 8 references collaboratively developed common measures. Especially in reference to trimesters, collaboration to establish and develop common high-quality measures may refer to a set of skills, rather than specific content.

/s/ Beth Porter
For the District

/s/ Cami Kiel
For the Association

May 4, 2018
Date

May 4, 2018
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Behavior Supports

As the District and Association continue to work together in examining the behavior supports in our schools, we agree to the following:

1. Each elementary school will be allocated one six-hour Behavior Interventionist.
2. Two additional certificated positions will be devoted to behavior support in buildings.
3. A Toolbox of resources will be made available to employees and schools by September 20, 2018. This toolbox will minimally include:
 - a. Guiding documents that help define Tier I, II and III behaviors and recommended common expectations for responses to those behaviors.
 - b. Common templates and protocols that can be used at the building level.
 - c. Professional Development opportunities for behavior support.
 - d. District supported programs that teach students self-advocacy and self-regulation.
 - e. A listing of mental health resources available in each service area.
 - f. District support roles clearly defined with a process for how to access.
4. A District team to communicate and provide timely, responsive, and equitable support for students with Tier III behaviors, as well as for staff working with them.
5. A review of the roles and training provided to secondary ISS and Deans of Students with the intention of further aligning those positions with best practices for student behavior support.
6. Each building will:
 - a. Develop a protocol to identify students who need additional interventions. Schools will form a team to which teachers can refer students who are struggling either behaviorally or academically. This team will work in conjunction with the referring educator to create a plan for the referred student.
 - b. Develop a plan to share the behavior supports/plans and triggers for students who have demonstrated consistent Tier III behaviors when they transition to a new

school or level, to be shared with classroom teachers.

- c. Where indicated by building staffs, provide professional development on best-practices behavior management.

Implementation will begin upon ratification of this MOU, and will be re-examined at the end of the 2018-2019 school year by a joint REA/RSD committee as determined through the labor-management team. The REA/RSD bargaining team will have an opportunity to review the recommendation(s) of the committee.

/s/ Beth Porter

For the District

/s/ Cami Kiel

For the Association

November 15, 2018

Date

November 15, 2018

Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Middle School Advisory

Both parties agree that a Homeroom/Advisory period of 15 minutes per day is warranted to support the implementation of 1:1 student laptop usage at Dimmitt Middle School, Risdon Middle School, Nelsen Middle School and McKnight Middle School.

The purpose of the Homeroom/Advisory period is for students to collect their laptops and receive lessons from prepared curriculum provided to the instructors.

The parties agree to review the status of the 1:1 program and this memorandum of understanding no later than April 15, 2019. It is the intent that if the program is to continue that the language regarding the purpose of the Homeroom/Advisory will be integrated into the collective bargaining agreement.

This Memorandum of Understanding will be in effect through August 31, 2019.

/s/Beth Porter

/s/Cami Kiel

For the District

For the Association

8/21/18

8/21/18

Date

Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding ELL Caseload and Class Size

We, the undersigned, on behalf of REA and RSD, agree to the following:

A joint District and Association committee consisting of ELL teacher representation from each level and District administration will meet to examine trends in class sizes and caseloads at the elementary and secondary levels and make recommendations to the Joint Labor-Management Team. The data to be collected would include, but is not limited to, Roadmap Project, RSD data, and comparator districts, to minimally include Highline, Kent, Bellevue, Issaquah, and Auburn. This committee will meet and provide recommendations to the Joint Labor-Management Team by November 1, 2018. The Joint Labor-Management Team will review the recommendations and make determinations for implementation.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Health Clinic Staffing

We, the undersigned, on behalf of REA and RSD, agree to the following:

It is understood by the parties that Nurses have responsibilities that take them away from covering the Health Room, such as creating and maintaining student health plans, training staff members, meeting and collaborating with colleagues, and contacting medical professionals. In an effort to provide support in the Health Room when the Nurse is not available, the District and Association agree to a pilot for the 2018-19 school year where the District will commit \$100,000 for additional Health Room classified staffing in the schools that do not already have dedicated Health Room staff. It is the intent of this pilot that no current RSD employees will be harmed.

The District will determine allocation of the staffing, and the plan will be reviewed by the impacted parties.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding 2018-2019 Special Education Stipends

The 2016-2018 Collective Bargaining Agreement instituted new stipends for special education staff, including a \$2000 signing bonus for new special education staff. Special education staff who were hired prior to the implementation of the signing bonus were paid a commitment stipend of \$2000 in lieu of the signing bonus, spread over three (3) years. The 2018-19 school year is the last of those three years, and special education staff who have been paid one-third of the \$2000 for each of the last two years (\$666.67 each year) will receive the final one-third (\$666.67) in the 2018-19 school year, with the pay spread over twelve months.

This Memorandum of Understanding will expire at the end of the 2018-19 school year.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Changes in Student Discipline Law

We, the undersigned, on behalf of REA and RSD, agree to the following:

Recent changes by the State to laws regarding student discipline may require changes to existing CBA language. The Joint Labor-Management Team will discuss these changes and share recommendations of updated CBA language with the 2018 Bargaining Team at least once each trimester during the 2018-2019 school year.

Implementation will begin upon ratification of this MOU, and this MoU will expire August 31, 2019.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Evaluation Pilot for Non-Classroom Specialists

In order to move toward a 4-tier evaluation rubric for non-classroom specialists, a pilot program will be instituted in the 2018-19 school year that will include volunteers from the following groups:

- Accelerated Reading (ART) Teachers
- English Language Development (ELD) Teachers
- Elementary English Language Learner (ELL) Teachers
- Librarians
- District Facilitators
- Building Facilitators
- Psychologists
- Counselors
- Therapeutic Specialists (OT, PT, SLP, Audiologist)
- Nurses

Employees in Provisional status or with performance concerns will not participate in the pilot; they will be on the Long Form. Other employees not on the pilot will be either on the Long Form or Focused based on their contract status and rotation requirements. Long Form evaluations are on all criteria. Focused evaluations involve employees setting and being evaluated on a professional growth goal based on one of their evaluation criteria. The final evaluation will be the scores of “Meets or Exceeds” or “Area for Growth” for each criterion with no overall score.

Employees participating in the 2018-19 pilot will either be on a Long Form or on a Focused form based on contract status and rotation requirements. Their evaluations will be based on the relevant Danielson rubrics attached to the criteria. The final evaluation will include the four levels of performance for each component with no overall score.

Based on funding from OSPI, there will be a stipend available to participants in 2018-19. By mid-year, pilot participants will record at least two items for relevant evidence and indicators of levels of performance for each component. For year end, pilot participants will provide feedback to the Teacher Evaluation Facilitator by May 30, 2019.

By June 15, 2019, REA and RSD will come to agreement with how the overall pilot program will be evaluated and how decisions will be made about the next steps.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Vacant and Unfilled Paraeducator Positions

We, the undersigned, on behalf of REA and RSD, agree to the following:

It is the responsibility of the District to make every effort to post and fill paraeducator positions. Vacant and unfilled paraeducator positions create a burden on classroom teachers as the classroom teacher is not receiving the additional support needed. As such, the District and Association agree to a pilot in the 2018-19 school year of paying teachers a daily stipend of \$60 when there is a vacant unfilled paraeducator position and alternative support is not available.

The provisions of this pilot are:

1. Applies to Special Education paraeducator positions only.
2. Does not begin until October 1, 2018.
3. The stipend may be earned after ten (10) days of a Special Education paraeducator position being vacant and unfilled, without alternative support.
4. The stipend is prorated for the amount of time the paraeducator is assigned to the teacher.

To access this stipend, a specific form will be accessible on RSDnet that requires both employee and administrator signatures.

The pilot will be reviewed by May 1, 2019, prior to any decisions about the future of the program being made.

Implementation will begin upon ratification of this MOU, and this MoU will expire August 31, 2019.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Washington Paid Family Medical Leave

We, the undersigned, on behalf of REA and RSD, agree to the following:

The Joint Labor-Management Team will discuss the implications of Washington Paid Family Medical Leave and share recommended updates to CBA language with the 2018 Bargaining Team by November 30, 2018.

Implementation will begin upon ratification of this MOU, and this MoU will expire August 31, 2019.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING

By and Between

Renton School District

And

Renton Education Association

Regarding Non-CBA Stipends

We, the undersigned, on behalf of REA and RSD, agree to the following:

Stipends have been paid to various employees to acknowledge the additional responsibilities they have assumed. These stipends will be paid at the 2017-18 rate to allow for a committee to review the stipend amounts and make a recommendation to the Joint Labor Management Team. The committee will make its recommendation to the Joint Labor Management Team by October 1, 2018. The stipends included are listed below.

District ESA Department Chair

In 2017-18, these positions were paid at .09 of BA+0/Step 0 plus \$150 per FTE. The OTs and PTs split a department chair stipend. The amounts paid in 2017-18 were:

- Psychologists (17.2 FTE) \$5,867
- OT (12.4 FTE) \$3,504
- PT (4.5 FTE) \$2,318
- SLP (24 FTE) \$6,887

Department of Learning and Teaching

District leads in the Department of Learning and Teaching may include Lead Librarian, Elementary PE, Secondary PE, Elementary Music, Secondary Music, World Language, Elementary Counselor, Secondary Counselor, and Secondary Mentors. Any other stipend positions in existence in 2017-18, or newly created for 2018-19, will also be part of the review.

The Joint Labor-Management Team will review the recommendations and make determinations for implementation

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

9/5/18
Date

9/5/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Choir Overload

In section 9.7.5.6 of the CBA, Secondary Class Size for Choir is identified as:

Course	Target 1.0 FTE = teaching 5/6 classes	Target 1.0 FTE = teaching 4/5 classes
Choir	50:1 See CBA below	50:1 See CBA below

The overload remedy for Choir, described in 9.7.5.6.A, describes a remedy that is calculated and paid each semester, which does not address schools using a trimester system. The current contract language remains intact and correct for semester-based schools.

For trimester-based schools, the remedy will be calculated and paid each trimester, based on student counts on October 1, January 1, and April 1, or the first student day following each of these dates if a non-student day. The remedies will be:

1. 51-60 = \$667
2. 61-70 = \$1,000
3. 71-80 = \$1,333
4. 81+ = \$1,667

These amounts are calculated to be 1/3 of the yearly remedy of the semester-based schools. For example, in a semester-based school with a choir program with 51-60 students, the overload pay is \$1000 per semester, for a total of \$2000. One-third of that, rounded to the nearest dollar, is \$667 per trimester.

In October 2018 the choir teachers in trimester-based schools received the semester-based overload amount. Second and/or third trimester overload for these teachers will be adjusted to correct the first trimester over-payment based on the trimester-based overload amount. For example, if the choir teacher had 51-60 students first trimester and received \$1000 (the semester-based amount), and continues to have 51-60 students in the second trimester, in the second trimester the teacher will receive \$334, which is \$667 for first trimester plus \$667 for second trimester, minus \$1000 received in the first trimester.

This Memorandum of Understanding will be in effect for the 2018-19 school year, and then the

contract language will be updated to include the overload remedies for trimester-based school choir programs.

/s/Beth Porter
For the District

12/4/18
Date

/s/Cami Kiel
For the Association

12/4/18
Date

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Washington Paid Family Medical Leave

We, the undersigned, on behalf of RSD and REA agree as follows:

The parties agree that the Washington Paid Family Leave program is a new program and that a trial implementation period related to the distribution of payment for the employer and the employee portions of the premium is required to allow the parties to fully evaluate the impact it will have on terms and conditions of employment.

During this trial implementation period, January 1, 2019-August 31,2019, the District will pay both employer and employee portions of the premium.

The parties agree that issue will be bargained prior to August 31, 2019 and that a final, bargained agreement will be in place regarding the distribution of payment of the employer and employee premium portions effective September 1, 2019.

/s/Beth Porter
For the District

/s/Cami Kiel
For the Association

12/14/18
Date

12/18/18
Date