

Collective Bargaining Agreement

between the

RENTON SCHOOL DISTRICT

and the

RENTON EDUCATION ASSOCIATION

September 1, 2022 to August 31, 2025

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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, 2022 by and between the Board (for the District) and the Association and shall become effective September 1, 2022, 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 Superintendent Meeting

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, 2022, until August 31, 2025.

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 Deputy Superintendent of Schools or designee and the Association no later than the last Friday of February for approval, absent any other deadline. Waivers may be granted only if both the District and Association agree.

Renton Innovation Zone (RIZ) Waiver Requests, to leave or join RIZ, must be completed and one copy submitted to the Deputy of Schools and one copy to the REA Office no later than the last Friday of February for approval.

See Appendix F for form.

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 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. Upon notification of the intent to withdraw from the Association, the District will cease withdrawal of dues within 30 calendar days of receipt of the notice.
- 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. This access will normally be provided during new employee orientation or 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 mailboxes 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

Renton School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth programs. Additionally, 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.

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 representative 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 representative the interview will be delayed until said representative 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 representative 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 general 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. In administering discipline, the following steps will normally apply:

Verbal Warning (non-disciplinary)

Letter of Direction (non-disciplinary, placed in building file)

Letter of Reprimand (disciplinary, placed in personnel file)

Suspension (disciplinary, placed in personnel file)

Termination (disciplinary, placed in personnel file)

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.

- 6.7.4 Classroom teachers shall have building time provided before the school year begins to prepare at least one emergency substitute plan. Classroom teachers shall be expected to maintain at least one (1) emergency substitute plan throughout the year.

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 workday 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.

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 Agreement.

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.

6.9.4.1 Open Instructional Sections

Within the first month of school, elementary administrators and PE/music/library teachers will have a collaborative conversation about open sections in the schedule. The collaborative conversation will consider (in no particular order): reasonable impact of workload, the need for additional planning time based on assignment, teacher experience meaningful use of time, and any other staff impacted.

Open sections should be focused on students. Examples of use of time may include, but are not limited to: (in no particular order)

- Pull-out small reading/mathematics group
- Supporting students' SEL needs
- Check and connect
- Push-in for academic or SEL support
- Lunchtime choir/sports activity
- Additional library check-out
- Co-teaching
- Additional time for students to focus on specific activities (e.g., library for research, makerspace)

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.

6.9.6 Itinerant Staff Who Work in Multiple Buildings

6.9.6.1 Itinerant staff who work in multiple buildings, will choose which worksite they attend August Days and Building (Green) Professional Days. This choice may change from meeting to meeting. Staff will inform administrators of their choice at least one workday prior to the meeting.

6.9.6.2 Itinerant staff who work in multiple buildings, will choose which worksite they will attend evening events. Staff will inform administrators of their choice as soon as possible, but no less than two weeks prior to the event.

6.9.6.3 Itinerant staff who work at multiple buildings will choose the worksite at which they will regularly attend staff meetings. Staff choice will be communicated to all administrators. If there is a need to change to another worksite, a conversation with all administrators will be held.

6.9.6.4 When hiring full-time open elementary PE or Music positions, these options will apply in the following order:

1. A principal may consider an itinerant PE or Music teacher who is currently working in the building and assign them to the open position. This decision could be made before the displacement process.

2. All itinerant PE and music applicants will be given an interview prioritizing (in no specific order): endorsement or in process to earning endorsement, seniority, current placement, shared values, recommendations from the hiring team.

3. School hiring teams may also interview external PE or Music applicants prioritizing (in no specific order): endorsement or in process to earning endorsement, seniority, current placement, shared values, recommendations from the hiring team.

6.9.6.5 For mid-year open positions, principals may move an employee into the open position.

- 6.9.6.6 Elementary itinerant PE and Music Specialists will be assigned in the following manner:
 - 6.9.6.6.1 Full-time itinerants at a school remain in the position.
 - 6.9.6.6.2 Itinerants in school pairings that have not changed remain in the pairing.
 - 6.9.6.6.3 If school pairings change then the school with the most sections will keep the itinerant. Other itinerants choose open pairings based on seniority. Each itinerant will have forty-eight (48) hours to choose their school assignment.

6.10 Work Day and Work Year

The length of the work day for a full-time employee shall be seven (7) hours of paid time and shall include a thirty (30) minute duty-free unpaid lunch break.

- 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 Evening Events

- 6.10.2.6.1 The onsite workday will be continuous, with the exception of no more than three (3) mandatory school-wide evening events.
- 6.10.2.6.2 All staff will be required to hold one (1) night of evening conferences according to the negotiated district calendar. This evening event will be an exchange of time for staff leaving after the close of school the Wednesday prior to Thanksgiving.
- 6.10.2.6.3 For elementary and middle school, one mandatory school-wide evening event will be Back to School Night. The other evening event will be determined by the school decision-making process.
- 6.10.2.6.4 For high school, one mandatory school-wide event will be the second set of family conferences. If graduation is outside of the workday, graduation will be the other mandatory school-wide evening event. If graduation is within the workday, the other evening event will be determined by the school decision-making process.
- 6.10.2.6.5 No additional evening or weekend mandatory assignments are required. On-site work requirements may be waived for off-site employee activities. Staff will be compensated for additional evening activities. Compensation can be through BLIS or extra hours and will be at per diem.
- 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 work year calendars for the next three work years.

It is the intent of the parties to maintain a 3-year cycle of work calendars. Therefore, the parties will meet annually to develop the third (3rd) year work calendar.

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 Advisory

The District and the Association believe that an advisory period provides the opportunity for staff to support students, academically and socially.

6.11.1 High School Advisory

High schools will have an average of 90 minutes a month for Advisory. Annually, certificated staff may vote at 80% or more to change the amount of time allotted, with no waiver, as long as Advisory minutes do not impact the minimum number of State required minutes to award credit for all other courses.

Changes to the amount of time for Advisory for 2nd Trimester must be completed by November 1. Changes to the next school year Advisory, must be completed by May 1.

Staff will use their decision-making process to determine instructional content in Advisory. High School and Beyond Planning (HSBP) and SEL must be components of Advisory. If a school chooses to eliminate Advisory time, HSBP is still a state requirement and schools will use the decision-making process to identify time in the master schedule to complete the components not taught in Advisory.

6.11.2 Middle School Advisory

Middle schools will have a minimum of 60 minutes a month for Advisory. Annually, certificated staff may vote at 80% or more to change the amount of time allotted, with no waiver, as long as Advisory does not exceed 100 minutes a week.

Changes to the amount of time for Advisory for 2nd Trimester must be completed by November 1. Changes to the next school year Advisory, must be completed by May 1.

Staff will use their decision-making process to determine instructional content in Advisory. A minimum of 50% of Advisory time will be used to support students' SEL.

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. Also see Appendix I.

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 employees who share an instructional focus which may include staff from other bargaining units when appropriate.

6.12.4.3 Individual employees 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 Employees 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; employees 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 (Appendix I). 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 employees 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 employee'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 employees. 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 employees.

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 (2) late arrival days for finals testing each trimester.

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.

The Friday proceeding state-required (i.e. TS Gold) assessment due dates will be protected, following building professional development (green days) if applicable, for Meadow Crest certificated staff to score and enter data for the assessment.

- 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.

6.19.4 Employees receive a base contract for 180 days of work. For certificated non-supervisory employees who have continuing contract rights under RCW 28A.405, a continuing contract will be issued and renewed annually, unless the contract is non-renewed or terminated by the Superintendent as allowed under RCW 28A.405. Employees must sign and return their first certificated non-supervisory continuing contract. Thereafter, continuing contracts will be issued to an employee and are deemed accepted by the employee after fourteen (14) days of issuance, unless the employee resigns in writing at any time prior to July 1. Provisional employees must sign and return a provisional employment contract every school year they are employed by the District.

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 unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature between two or more individuals if:

- (a) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining an education or employment;
- (b) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's education or employment; or
- (c) That conduct or communication has the purpose or effect of substantially interfering with an individual's educational or work performance, or of creating an intimidating, hostile, or offensive educational or work environment.

For the purpose of this definition, sexual harassment may include conduct or communication that involves adult-to-student, student-to-adult, student-to-student, adult-to-adult, male-to-female, female-to-male, male-to-male, and female-to-female.

6.23.4 An employee who engages in sexual harassment is in violation of Renton School District Board Policy and this provision and is subject to administrative disciplinary action.

6.23.5 An employee may make sexual harassment complaints consistent with Renton School District Procedure 5011P.

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 on the salary schedule is based on receipt of acceptable documentation and the process described in Appendix L.

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

The District and the Association agree that it is prudent for all employees to enter all absences at least the day prior to the date of the absence. If the employee is unsure, then it is better to report an absence the day before and then cancel the absence in the morning if circumstances change and the absence is no longer required. This practice will help ensure more opportunities to provide coverage for all employees absent throughout the district.

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.
- 7.1.7 The parties agree that regular attendance is important for the District to meet the needs of education and provision of services. Failure to utilize leaves according to the Contract may result in appropriate disciplinary action. Prior to the start of the school year, Human Resources will provide an updated copy of administrative procedures to the Association.

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 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 7.3 (Emergency-Hardship Leave). The parties agree that it is prudent to maintain a reserve of unused sick leave days, as it will provide a critically important resource in case of unforeseen future needs.

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

7.2.5.1 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.

7.2.5.2 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. See 7.2.6 for applicable terms when the REA bargaining unit has voted to participate in the VEBA Trust plan.

7.2.5.3 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.

7.2.6 Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust).

7.2.6.1 The District has adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) pursuant to RCW 28A.400.210. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan by reason of having accrued excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.

7.2.6.2 It is understood that all eligible employees will be required to submit to the District a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to the District, they will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan.

7.2.6.3 The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding continuation. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in statutorily allowed sick leave conversation to take place at retirement or eligible separation (see 7.2.5.2 above), but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution.

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.

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 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 to receive the regular substitute rate of pay as noted in Section 19.3 as the daily rate for Tuesday-Thursday. for each full day (7.0 hours for 1.0 FTE) for non-use, up to three (3) days. Employees may use a portion of a Personal day on different days, but using any portion of a day will result in forfeiture of the entire incentive for that day.

7.4.2.4 An Employee may choose to carry over up to one (1) Personal Leave day to the following year by notifying Human Resources no later than June 15. Otherwise, any remaining days will be paid as noted in Section 7.4.2.3. An Employee may only accrue a total of four (4) Personal Leave days in any contract year.

7.4.2.5 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 (excluding the first five (5) student days and the last five (5) student days) 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. If initial request is denied, the employee may submit the request to the Deputy Superintendent for review.
- 7.4.3.3 Staff may request to use contractual leave the first five (5) student days and the last five (5) student days of the school year. 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. If initial request is denied, the employee may submit the request to the Deputy Superintendent for review.
- 7.4.3.4 In the case of Employees who use contractual days that have not been approved by the District, a full, pro-rata deduction will be made for all days taken and the absences may be cause for disciplinary action.

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. Spouses may use their twelve (12) weeks for the reasons outlined in 7.5.1.2

and 7.5.1.3. They may either be used concurrently (twelve (12) weeks at the same time) or they may be used up to six (6) weeks consecutively (to extend the leave up to eighteen (18) weeks total).

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 Human Resources thirty (30) days prior to the foreseeable leave, and as early as possible in all other situations. 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 represented by 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 that would result in their sick leave account going below 22 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 and including five (5) days leave with pay, shall be allowed for bereavement leave for each occurrence of a death in the employee's immediate family, or the immediate family of employee's spouse/domestic partner, which includes spouse, children, parents, siblings, grandchildren, grandparents, aunts, uncles, nieces/nephews, loss of pregnancy, or anyone living with or considered part of the family.

7.10.2 An additional two (2) days leave for out of state travel may be approved by the Assistant Superintendent for Human Resources upon request by the employee.

7.10.3 Extenuating circumstances which require an exception may be approved by the Assistant Superintendent of Human Resources.

7.10.4 After the third request for bereavement leave in a school year, for any additional bereavement leave will require proof of death prior to approval.

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, and Federal Uniformed Service Employment and Re-Employment Act, U.S.C 38; Ch. 43. Apply though 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, subject to the same provisions as 7.18.

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.

7.22 Domestic Violence Leave

Per RCW 49.76, Domestic Violence Leave Law and District Policy, employees may take Domestic Violence Leave. Those interested in obtaining confidential support regarding this leave, should contact the Human Resources office directly.

7.23 Paid Family Medical Leave (PFML)

7.23.1 All eligible employees shall have access to the Washington Paid Medical Leave in accordance with the law. Employees are wholly responsible for accessing this leave since it is administered by the state of Washington.

7.23.2 The District shall pay the full cost of all premiums associated with the PFML.

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 comprehensive and focused summative evaluation process, and long form and focused form for non-classroom teachers.

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. Toward this end, the district will continue to support new as well as ongoing evaluator and teacher learning on the Danielson Framework and student growth goals.

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 all teachers, the initial professional conversation regarding professional growth goals, PLP, and if applicable, student growth goals should

have taken place. For staff on Focused evaluations, a criterion of focus is determined. High school teacher student growth goals (SGG) may be finalized after the start of second trimester and no later than December 15.

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. This is also the last day for a non-classroom teacher to be moved from Focused to Long Form by a teacher or administrator. 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. For Focused Evaluations only, if the Mid-Year Check-In form and signatures are completed, by mutual consent of teacher and evaluator there does not need to be an actual Mid-Year Conference.

8.2.8 By April 15 – All statutory required observations (60 minutes/90 minutes (P3)) must be completed. Additional observations may still take place.

8.2.9 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. The summative conference may be continued to an additional day by mutual consent if there is time prior to May 15.

8.2.10 By May 5 – The summative conference must be completed.

8.2.11 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, Multilingual Learner Teachers, and Teachers on Special Assignments.
- 8.3.3 Educational Staff Associate (ESA): Include Counselors, Speech Language Pathologist (SLP), Occupational Therapist (OT), Physical Therapist (PT), Psychologists, BCBAs, Social Workers, Audiologists, and Nurses.
- 8.3.4 Criterion: shall mean one of the eight (8) state defined categories to be scored for classroom teachers, or for non-classroom teachers one of the criteria for Instructional Staff (8.7) or for ESAs and facilitators (8.8).
- 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. At the secondary levels, SGGs may span a single trimester.
- 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 Non-classroom Teacher Model: All non-classroom teachers and ESAs will utilize the long form/focused evaluation forms.

- 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 in the state of Washington 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 long form.
- 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 employee’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) work days after the observation. Within three (3) work 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 or Unsatisfactory the previous year, and once every six 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 by November 30. Classroom teachers may choose to be on comprehensive evaluation by November 30 of any school year.
- 8.3.19 **Focused Evaluation - Classroom Teacher –** Is for use by classroom teachers who have received a score of proficient or above on the Comprehensive Evaluation and have a continuing contract. Classroom teachers can be on a Focused Evaluation for up to five years before cycling back onto a Comprehensive Evaluation. They may return to a Focused Evaluation after one year scoring Proficient or Distinguished on a Comprehensive Evaluation. 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 **Focused Evaluation – Non-Classroom Teacher –** Is for use by non-classroom teachers who have shown satisfactory performance on the Long Form Evaluation and have a continuing contract. Non-classroom teachers can be on a Focused Evaluation for up to five years before cycling back onto a Long Form Evaluation. They may return to a Focused Evaluation after one year scoring Proficient or Distinguished on a Long Form Evaluation.
- 8.3.21 **Long Form Non-classroom Teacher Evaluation:** Requirements include one observation cycle documented on a Long Form , 60 total minutes of observations/conversations, and one final summative evaluation.

- 8.3.22 Not Satisfactory for Classroom Teachers shall mean:
- 8.3.22.1 Unsatisfactory – for all classroom teachers.
 - 8.3.22.2 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.
- 8.3.23 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.
- 8.3.24 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.
- 8.3.25 Probation: The procedures established and required by law, as documented in this Contract.
- 8.3.26 Probationary Employee: Employee who has been formally notified of failure to meet minimum teaching criteria required by law.
- 8.3.27 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, as well as a professional growth goal. 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. The student growth goals may be adjusted during the school year, when appropriate.

Considerations for Secondary Teachers with Trimesters:

- Teachers must have their initial professional conversation by October 31, but Student Growth Goals (SGG) may be finalized after the start of second trimester and no later than December 15.
- SGG may span a single trimester.
- Student Growth Component 8.1 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.

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 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 mid-year summative conference must occur for all Summative Evaluations (refer to 8.2.7 for Focused Evaluations) 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 components 1-6 for comprehensive evaluations and on the chosen components in the criterion for focused evaluation.

8.4.1.5 Summative Conference

This conference must be held by May 5. It includes a discussion of 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 8.4.1.7 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 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.

8.4.1.7 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.

District scoring bands for each criterion 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
<i>Unsatisfactory</i>	Basic	Proficient	<i>Distinguished</i>

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.

8.4.1.8 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

8.4.1.9 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.

8.4.2 Focused Evaluations

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 or unsatisfactory summative final evaluation in the prior year. 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 scheduled to be on a Focused Evaluation may choose to be on comprehensive evaluation if they notify their evaluator by November 30.

Focused Evaluations include an Initial Professional Conversation and Summative Conference as described in 8.4.1.1 and 8.4.1.5. A Mid-Year Check-In Form needs to be completed and signed, but by mutual consent of teacher and evaluator there does not need to be an actual Mid-Year Conference.

8.4.3 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.

8.4.4 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 Non-classroom Teacher Evaluation (ESA, non-classroom Teachers, TOSAs and Less than 90 Day Leave Replacements)

Non-classroom teachers will either be placed on a Long Form or Focused Evaluation.

8.5.1 Non-Classroom Teacher Long Form Evaluation

Administrator observes and evaluates certificated Employee for a total of 60 minutes a year (90 minutes for third year provisional status). One pre-planned observation cycle will be completed by December 15. 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 here and in Section 8.6.

Long Form evaluation is required for the first three (3) years in Renton for all provisional non-classroom teachers, ESAs and TOSAs. The Employee or the supervisor may elect to continue to use the Long Form after three (3) years in Renton.

The Long Form is required every six years.

8.5.2 Non-Classroom Teacher Focused Evaluation

A Non-classroom certificated employee selects a criterion of focus from the criteria for Instructional Staff (8.7) or ESAs and Facilitators (8.8). The administrator observes and provides feedback on the criterion of focus.

Non-classroom teachers may stay on a Focused Evaluation for 5 years of successful performance. Administrators and teachers may choose to move a teacher to a Long Form evaluation by November 30.

8.6 Non-classroom Teacher Evaluation

8.6.1 Long Form Evaluation

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 or Section 8.8 as appropriate. ESA observations may include a combination of pre- and post- 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.

8.6.2 Provisional Employee Observation and Evaluation Procedures

- 8.6.2.1 One (1) 30-minute written observation and an evaluation must be completed during the first 90 days of employment.
- 8.6.2.2 Additional observations totaling 60 minutes (90 minutes for third year provisional status) must be completed by April 15.
- 8.6.2.3 Summative Final written evaluation must be completed by the evaluator and a copy given to the employee by May 15.
- 8.6.3 Non-classroom Teacher Long Form Evaluation
 - 8.6.3.1 One (1) 30-minute written observation and an evaluation must be completed by December 15.
 - 8.6.3.2 Additional observations totaling 60 minutes (90 minutes P3) must be completed by April 15.
 - 8.6.3.3 The Summative Final written evaluation shall be completed by the evaluator and a copy given to the Employee by May 15.
- 8.7 Criteria for Non-classroom Teacher/Instructional Staff Evaluation (Non-classroom Teacher Evaluation 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.
 - 8.7.2.4 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 effective use of communication 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 (Non-Classroom Teachers, Facilitators, 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 (Facilitator 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 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.

8.10 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 School Decision-Making Process

The District and Association believe that the foundation for increasing student achievement, advancing professional learning and delivery of a quality educational program is achieved by a clear decision-making process. Responsibility of determination, execution, and evaluation of the model rests with the staff within the school. Annually, each school shall develop or review a decision-making process, including all stakeholders' input, for decisions that are specific to the school. The parties recognize that a collaborative decision-making process is not appropriate for all decisions. Collaborative decisions include, but are not limited to:

- Staff meeting content (6.9.3)
- Substitute rotation schedule (9.9)
- Development of the BLIS menu (13.6.9.2)
- School Professional Development (PD/Green) (6.12.1)
- Evening Events (6.10.2.6)
- Content of Secondary Advisory (6.11)
- School-wide Discipline and Intervention Plan (9.5.6)
- Leadership (SIP) Teams (9.10)

Decision-making processes should be based upon the concepts of mutual trust, transparency and respect to reflect input from stakeholders who provide direct service, are responsible for implementation, or are directly impacted by the decision. Decision-making processes should also account for differences in perspectives.

The decision-making process shall be approved by 2/3rd majority of employee vote, by secret ballot. Abstentions are not counted. The intent is for the development and/or review of the decision-making process to begin in August. Each schools' decision-making process will be submitted annually to the Association President and the Assistant Superintendent of Human Resources by October 15.

Input regarding the effectiveness of the decision-making processes will be solicited from all stakeholders in the middle of each school year. Adjustments will be made in response to the input and feedback, as needed.

The Association and District will provide support to help resolve issues which may arise.

Any decisions developed through the decision-making process must align with District initiatives and conform to state, federal, and local laws and regulations, and District policies and procedures.

9.2 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.

- 9.2.1 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.
- 9.2.2 The Employee will submit requests for the use of such days through their principal or supervisor to the Department of Learning and Teaching.
- 9.2.3 The Department of Learning and Teaching will approve these requests and allocate the days in a manner to ensure reasonable distribution among all Employees.

9.3 Staff Development

- 9.3.1 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.
- 9.3.2 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:
 - 9.3.2.1 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;

- 9.3.2.2 Assist in determining District/Employee professional development needs;
 - 9.3.2.3 Assist in the development of staff development program recommendations;
 - 9.3.2.4 Assist in the evaluation of staff development activities;
 - 9.3.2.5 Serve as resource persons to their own staffs and to other buildings.
- 9.3.3 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.
- 9.3.4 It is expected that whenever possible selected in-service at the building level be conducted within the regular Employee Contracted Day.
- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 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
- 9.3.8 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.

- 9.3.9 All required technology training will be provided through the Technology Integration Specialist (TIS) position and/or KYTE Learning.

When new required technology is implemented, communication will be provided to staff no later than two weeks prior to implementation.

- 9.3.10 If Beginning Educator Support Team (BEST) grant funds are available, 1st and 2nd year certificated staff will have access to new teacher mentoring. Mentors and mentees may be eligible for additional compensation through the BEST grant. OSPI requirements of the BEST grant will be followed.

If BEST grant funds are available:

- 1st year certificated staff will be provided at least one release day for observations
- 2nd year certificated staff will be given an opportunity for a release day for observations
- 1st year certificated staff will be given an opportunity for a second release day for observations

9.4 Grading Practices

- 9.4.1 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.

- 9.4.2 Teachers will have five (5) full business days to submit grades following the end of each term with the exception of Elementary schools on the third (3rd) trimester where report cards go home with students on the last day.

- 9.4.3 K-5: Teachers will maintain accurate academic, effort, community skills, and work habit grades/records.

6-12: Teachers will maintain accurate academic effort, and community skills (as applicable) grades in the District gradebook starting no later than the end

of the fourth week of the grading period. “Maintain” shall be defined as no less than two additional times at even intervals between the first grades entered and the last day of the grading period.

The District shall make available optional gradebook training.

9.5 Student Behavior Supports

9.5.1 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.

9.5.2 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.

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

9.5.4 The District will create a Social Emotional Learning (SEL) Support Team that is made up of Association and District members. The SEL Support Team will communicate and provide timely, responsive, and equitable support for students with Tier III behaviors, as well as for staff working with them. Requests for additional support may be submitted via the SEL Facilitator Request Form to the Student Support Team.

Annually, the SEL Support Team will assess needs and effectiveness of current supports. They also have the authority to recommend hiring of additional SEL staff before the start of the next school year.

- 9.5.5 A Student Support Notebook is available to employees and schools. This notebook 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 (ex. Student Behavior Flow Chart) 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 and building support roles clearly defined with a process for how to access.
 - g. SEL Student Facilitator Request Form
 - h. Each building will have a process to share best practices beyond what is listed in the Student Support Notebook while upholding student confidentiality.

9.5.6 Each school shall hold a building level meeting for Employees covering applicable federal, state, and local laws and District rules, regulations, and procedures related to student discipline. The meeting shall be held during the first 30 days of school. Included in the meeting will be the development or review of the School-wide Discipline and Intervention Plan. Copies of relevant materials shall be made available to all Employees.

Each building will use its decision-making –process, including staff input, to establish the School-wide Discipline and Intervention Plan at the beginning of the school year and will be revisited in the middle of the year. The plan will include:

- Definitions and updates to Tier I, II, and III behaviors
- Common expectations for responses to these behaviors
- A clear protocol for timely communication and feedback to teachers about administrative response to behaviors
- Resources for intervention supports for students who consistently struggle to meet behavioral expectations

- Processes for analyzing disproportionality concerns and equity issues
- How students are supported during transitions during the school day

In addition, 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 staff, provide professional development on best-practices behavior management.
- d. If the school team needs additional support, they will notify the district SEL Support Team which will assess effectiveness of current supports and may provide additional targeted support on campuses. Requests for additional support may be submitted vis the SEL Support Team form-

9.5.7 In instances where a student’s behavior warrants discipline, emergency removal from a class, subject, or school activity, suspension, or expulsion, the Employee shall provide to the appropriate administrator 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 administrator shall provide to the Employee in a timely fashion a written response which shall include a description of the action(s) taken or to be taken.

9.5.8 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 requests 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, within five-work days of the request, with the resolution and/or where administration is in the process of working towards a resolution.

9.6 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.

9.7 Kindergarten

9.7.1 Orientation

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

9.7.1.2 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.

9.7.1.3 The first three days of school for Kindergarten are designated to be used for Family Connection Conferences. The time provided shall be at the direction of the teacher to ensure they meet the state requirements (Family Connection Conferences and WA Kids Assessment) for full day Kindergarten.

If the teacher is responsible for assessing and/or entering data for more than 22 students, the administrator and teacher will collaborate to identify support for the WA Kids Assessment.

9.8 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.

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:

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

9.8.1.1	Kindergarten	20 to 1
9.8.1.2	Grade 1	21 to 1
9.8.1.3	Grade 2	22 to 1
9.8.1.4	Grade 3	24 to 1
9.8.1.5	Grades 4 – 5	28 to 1 for 2022-2024

Starting in 2024-2025, Grades 4 – 5 will be 27 to 1

9.8.2 In all other schools

9.8.2.1	Kindergarten	20 to 1
9.8.2.2	Grades 1 – 3	24 to 1
9.8.2.3	Grades 4 - 5	29 to 1

Starting in 2023 - 2024, Grades 4 – 5 will be 28 to 1

All split grade classes with just grades 4-5 will be 28 to 1 starting in 2022-2023

9.8.2.4	Grades 6-12	29 to 1, total daily loads as described below.
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9.8.3 The Association and the District agree that inclusionary practices are critical for supporting students with disabilities. Accordingly, general education teachers with students with disabilities in their classrooms are expected to provide the necessary supports for those students, regardless of the presence of a paraeducator in their classroom.

9.8.4 Students with disabilities will be included on general education teachers' rosters and counted for overload in the general education classroom, prorated for the percent of time they are in that setting.

9.8.5 Remedy Relief

Remedies for class size overload relief shall be calculated at \$13.00 per student per full day at elementary. At secondary, remedies shall be calculated by

individual section count at \$2.00 per student per day.

Remedies shall take effect the 11th school day after the start of school. If an overload still exists on the 11th school day, then the overload remedy will be paid retroactively to the first day of school.

9.8.5.1 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. Honorarium
- B. 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.

9.8.5.2 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.

9.8.5.3 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

9.8.5.4 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.

9.8.5.5 Elementary Specialists

9.8.5.5.1 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).

9.8.5.5.2 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.

9.8.5.5.3 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 libraries will receive prorated paraeducator support based on size (0-375 students = 1 hour; 376-449 students = 2 hours; 450+ students = 3 hours).

9.8.5.6 Secondary Class Size

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

9.8.5.6.1 Middle School Model: For individual sections equal to one (1) or more student over target, remedy calculated at \$2.00 for each student over per day.

9.8.5.6.2 High School Model: For individual sections equal to one (1) or more student over target, remedy calculated at \$2.00 for each student over each day.

The target daily aggregate for secondary classes are as follows:

Course	Target
Language Arts, Social Studies, Science, Math, Reading, World Languages, World Language Exploratory, and Health	29:1
Band & Orchestra	40:1
Choir	50:1 See 9.8.5.6.3
Middle School and High School PE	35:1
Other Classes Not Listed Above	31:1
Multilingual Learner Classrooms (2022-2024) Newcomer/Beginner	16:1
Multilingual Learner Classrooms (2022-2024) Intermediate/Advanced	29:1
Multilingual Learner Classrooms Newcomer/Beginner Beginning 2024-2025	15:1
Multilingual Learner Classrooms Intermediate/Advanced Beginning 2024-2025	28:1

9.8.5.6.3 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. For trimester-based schools, the remedy is 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:

- a. 51-60 = \$667
- b. 61-70 = \$1,000
- c. 71-80 = \$1,333
- d. 81+ = \$1,667

9.8.5.6.4 Consideration should be given to class sizes limited by number of workstations, safety, work areas and student supervision.

9.8.5.6.5 If the remedy is at or exceeds \$20 per day, Human Resources and the Association will consult.

9.8.5.7 Class Size Assistance and Combinations

9.8.5.7.1 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.

9.8.5.7.2 When paraeducator assistance is provided, the District shall assign a paraeducator to the classroom in an expeditious manner, paraeducator assistance shall remain in the individual classroom for five (5) days after the class size has returned to the above ratio.

9.8.5.7.3 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.

9.8.5.7.4 Individualized Education Plan (IEP) supports will be provided in all settings as outlined in the IEP including

paraeducator support in the general education setting if addressed in the current IEP.

- 9.8.5.7.5 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.
- 9.8.5.7.6 Elementary general education teachers who teach a combination class will receive an annual stipend of .11 (% of BA+0/0 Base). The stipend will be prorated to reflect any school days not worked in a combination classroom for any elementary general education teacher on a Human Resources approved leave. Employees on a leave replacement contract who are teaching an elementary combination class will receive a prorated stipend for the days worked. Whenever possible, first year teachers will not be assigned a combination classroom.
- 9.8.5.7.7 The District and Association jointly agree that Kindergarten is a unique grade level, as it is often the first time that students have been in a formal education setting and require intentional social-emotional and academic support. Because of this, we believe that it is not the best educational decision to create Kindergarten/First grade split classes.

The District will make every effort to avoid creating Kindergarten/First grade split classes. If the district feels that it is necessary to create a Kindergarten/First grade split, it will first be discussed in Joint Labor Management and an option to reopen and bargain impacts will be allowed. Full time paraeducator support will be provided to the classroom while impacts are bargained.

9.8.5.8 Multilingual Learners (ML)

Multilingual Learners bring unique needs and gifts to public schools. Multilingual teachers are recognized by the District and Association as the instructional experts in supporting language acquisition in the classroom and

school community. To assure the instructional model and staffing of the ML Program is effective, responsive, and flexible to the changing needs of our students, both parties agree that ML teachers' voices are integral to instructional practices in the District.

9.8.5.8.1 Secondary ML teachers (use secondary remedy at one over target): Newcomer and Beginner ML students will have two sections per day. District support will be provided for initial assessment screening for new-to-district ML students. If the number of students exceeds the district support capacity, schools with lower ML teacher/student ratio will be asked to support the initial screening in their own building.

Newcomer and Beginner classes shall have a target of 16:1 for 2022-23 and 2023-24. A target of 15:1 shall be in effect for 2024-25.

Intermediate and Advanced shall have a target of 29:1 for 2022-23 and 2023-24. A target of 28:1 shall be in effect for 2024-25.

9.8.5.8.2 Elementary ML teachers: Staffing shall take into consideration the percentage of ML students, level of language acquisition, and size of school for the following best practices to occur: time to plan and implement co-teaching models across grade levels, small group support, and SIOP strategies with fidelity.

Minimum district elementary staffing allocation will be 110 to 1 for 2022-23 and 2023-24. Minimum district elementary staffing of 100:1 will be in effect starting in 2024-25.

9.8.6 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 trimesters and year-end to discuss a distribution of unspent funds to continue class size reduction efforts, which may include compensation.

9.8.7 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.

9.8.8 Class Composition/Workload Concerns

9.8.8.1 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.

9.8.8.2 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.

9.8.8.2.1 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.

9.8.8.2.2 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/Workload 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).

9.8.8.2.3 The District and the Association will review and seek to resolve within ten (10) work days of the receipt of the form.

9.8.8.2.4 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.

9.8.8.2.5 The Class Composition/Workload Form will be shared with building staffs at the beginning and middle of the school year.

9.9 Substitute Rotation

The District and the Association shall jointly review substitute fill rates, hiring, and other related matters to this section and Article XIX Substitute Rights and Responsibilities on at least a monthly basis and enter into negotiations if necessary to address ongoing concerns.

9.9.1 Employees who provide class coverage will be compensated at the per diem rate calculated at MA 90, Step 15 for any lost conference and planning time.

9.9.1.1 No employee may be required to lose conference and planning more than the equivalent of three (3) Conference and Planning times per week:

High School: 210 minutes (equivalent of three (3) periods)

Middle School: 165 minutes (equivalent of three (3) periods)

Elementary: 135 minutes (equivalent of three (3) Conference and Planning times)

9.9.2 Each building will develop a substitute rotation to cover for absences when no substitute is available. Substitute rotation schedules will consider the number of times a teacher would be impacted and equity between periods (e.g. 1st period has three (3) people in the rotation, but 3rd period has seven (7) people in the rotation. Goal would be that each has five (5) people in the rotation.) If there is a deviation from this rotation, the deviation would be subject to 80% or more approval from building employees who vote. The rotation will take the following into account:

9.9.2.1 The prioritized coverage shall be as follows:

1. Allow for volunteers first at all levels and at elementary consider splitting classes when there is an unfilled grade level position unless it is in contradiction to a public health recommendation.

2. Building Substitute Rotation

The building substitute rotation shall include the following positions at the elementary level:

- General education classroom teachers,
- Specialists (ie. Librarians, PE, music)
- Title/LAP/ART intervention
- Multilingual Learner teachers (if agreed upon by the teacher)

The building substitute rotation shall include the following positions at the secondary level:

- General education classroom teachers
- Coaches, deans and building facilitators (TOSAs)
- Multilingual Learner teachers if less than full-time as an ML teacher (ie: 0.4 ML and 0.6 ELA)

3. After the maximum minutes have been met in the substitute rotation (excluding volunteers) as outlined in 9.9.1.1. the following coverage options will apply (in no particular order):

- Counselors and Secondary Resource Learning Center teachers
- Multilingual Learner teachers (if not on the substitute rotation for the building as noted above)
- Administrators

4. After exhausting all of the above options, utilize common area with adult supervision if no coverage is available and no volunteers are available. If this happens, the Association and District will meet to discuss.

9.9.2.2 All building employees are on the rotation with the exception of nurses, psychologists, occupational or physical therapists, speech and language pathologists, counselors, and special education teachers.

9.9.2.3 Two teachers with a common planning period may choose to be on the substitute rotation list as a pair, splitting the sub-coverage time in half for each day. The pair will be listed twice on the substitute rotation list.

9.9.2.4 An individual person's request to skip a day should be honored; that person will then be at the top of the rotation for the next unfilled absence. Other than in cases of emergency, teachers may only request to skip one day per rotation.

9.9.3 The building rotation list will be updated each time the substitute rotation schedule is used and shared in a transparent manner using a format that can be read and accessed by all building employees.

9.9.3.1 There will be uniform reporting in the school substitute rotation record stating if the staff member volunteered or was assigned based on the substitute rotation list.

9.9.3.2 Volunteer coverage will be paid at the per diem rate of MA 90, Step 15 times 1.5 during the normal work day.

9.9.3.3 If District Facilitators are deployed to cover, they shall be given as much advance notice as possible and shall be subject to the same limits as Section 9.9.1.1 and paid at the same rate as listed in Section 9.9.1 or Section 9.9.3.2, whichever is applicable.

9.9.4 We believe that it is important for employees to be able to perform the work their position requires. Except in emergency situations, building employees who are not classroom teachers cannot be asked to cover for absences in excess of one (1) conference and planning period per day.

9.9.5 When a class is split between teachers due to an unfilled absence, the pay will be prorated based on the percentage of students taken for a full day the per diem rate calculated at MA 90, Step 15.

9.10 Renton Innovation Zone (RIZ)

As of the 2021-2022 school year, Bryn Mawr, Campbell Hill, Highlands, Lakeridge, and Sartori are current Renton Innovation Zone (RIZ) schools. RIZ schools are elementary schools that focus their plans on seven (7) Core Principles of Success:

- Collaboration and PLCs
- Professional Learning
- Use of Data and Best Practices
- Principal as Instructional Leader
- Operational Flexibility
- Building Culture
- Family & Community Engagement

The parties mutually agree to the following commitments:

9.10.1 Association Commitments to Support RIZ

- Professional Learning Communities
 - Grade level teaching teams will meet twice each week, during common conference and planning times, to collaborate on content standards planning:
 - Weekly PLC #1: RIZ teachers meet once a week during C/P rather than on delayed start mornings designated as “pink/PLC” mornings, so all “pink/PLC” mornings will be treated as C/P time in trade.
 - Weekly PLC #2: Grade level RIZ teachers meet once per week during C/P as their designated BLIS time.
 - Content Coaches plan and facilitate PLCs with input from teachers and administration.
 - On the week in which a team has a teacher release “Lab Day”, one of their PLCs will be canceled in lieu of the C/P time they miss the day of the lab.
- Professional Development
 - 2 additional work days in August are required and paid at per diem.

9.10.2 District Commitments to Support RIZ

- Funding to provide substitutes for teacher release days for “Lab Days”.
- Staffing necessary to ensure that each school has a Math and a Literacy Content Coach.
- Funding necessary to ensure social-emotional training and curriculum.
- Funding for staff to be paid for social-emotional training.
- Staffing to prevent “split” grade level classes.
- An exception to placement of displaced employees into RIZ schools.
- The option for employees to self-select to displace (rather than transfer) out of RIZ schools.
- Flexibility to propose to select and/or develop curriculum and assessments that best support RIZ instructional practices.
- Funding for two additional days for certificated staff learning in August
 - Staff will be notified by April 1 of the 2 required August dates.

9.10.3 Should a school request to join or leave the RIZ model, a Contract Waiver (3.7) shall be submitted. RIZ Waiver requests must be completed and one copy submitted to the Deputy Superintendent of Schools and one copy to the Association office no later than the last Friday of February.

9.11 Leadership (SIP) Team

Buildings will use the decision-making process to define:

- The function and composition of the Leadership (SIP) team
- Team member selection process
- A plan to ensure two-way communication that includes staff feedback/voice

Each building will have a shared digital location for agendas, minutes, and/or notes for the Leadership (SIP) meetings that is accessible to all staff.

9.12 Elementary School Supplies

Schools will have student school supplies in a central location, organized for teachers to collect. If certificated staff are asked by an administrator to organize the student school supplies, they will receive additional compensation. Compensation will be paid at the curriculum rate.

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 inclusive practices and development and implementation 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 inclusive practices and IEPs.

10.2.2 In-service shall be provided for general education classroom Employees serving 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 students with disabilities; (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 and instructional practices.

10.2.4 Appropriate released time for employees 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 employees to participate in planned in-service sessions relating to inclusive practices and IEP preparation.
- 10.2.6 Attendance at conferences relating to the above special education issues.
- 10.2.7 Multiple training opportunities will be made available for all teachers to learn inclusive strategies targeting differentiation of instruction that addresses the needs of all students.
- 10.2.8 At a minimum, two (2) hours of August building/District directed time will be provided for special education (ILC, RLC, ESA) employees. This time could be used for any combination of the following:
- Collaboration with other certification staff for the purposes of supporting students with IEPs.
 - Providing training to paraeducators
 - Participating in professional development for the purposes of supporting students with IEPs.
- 10.2.9 During the August days, District-created training in Universal Design for Learning (UDL) and inclusive practices will be provided by building to all certificated employees. There will be check-ins regarding implementation in the winter and spring, with refresher trainings provided based on employee input.
- A menu of options for ongoing trainings to enhance implementation of inclusive best practices can include, but is not limited to:
- Online trainings
 - District-provided trainings
 - Outside district trainings
 - Observation and reflection, such as with like-job colleagues
 - UDL and inclusive practice training on PLP and/or BLIS menu
 - ILC K-5 trainings
- Options that result in financial impact must be mutually agreed upon between the employee and building administration.
- 10.2.10 Up to five (5) hours can be used as part of a certificated special education employees' BLIS or Professional Learning Plan (PLP) for purposes of paraeducator training.
- 10.2.11 All certificated employees may use PLP hours for collaboration on the needs of students with disabilities.

- 10.2.12 Teachers with students with disabilities who choose to PLC with special education employees may be provided with trainings and facilitation focused on asset-based interventions during Pink and/or Yellow days. These trainings will be provided by the District Special education Department and will be eligible for clock hours.
- 10.2.13 Teachers with students with disabilities may request release time for training and implementation in collaboration with building and/or District administration.
- 10.2.14 The District will offer annual training for employees who teach self-contained classes. The training will cover best practices for self-contained classrooms. The training may be synchronous or asynchronous, depending on teacher need.

Special education facilitators will provide beginning of year, proactive support by:

- Checking in with ILC K-5 teachers within the first 30 school days of the year
- Determining classroom needs in collaboration with the classroom teacher
- Developing plans of support in collaboration with the classroom teacher

The District special education department will provide a checklist of ILC best practices (schedule development, classroom design, meeting with paraeducators, connected with therapists, read through IEPs and identify accommodation needs, etc.) at the beginning of the year that teachers may use for self-reflection.

Current special education resources (i.e., Google Classroom, Department Handbook) will be updated based on needs and will be available to all interested certificated staff.

The parties agree to a joint labor management between special education leadership and REA designated special education members at least once per trimester to support ILC K-5 teachers with implementation.

10.3 IEP Stipend

SLPs, OTs, PTs, and Audiologists 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 employees will receive three (3) days of release time, or the equivalent pay at per diem, for the purpose of developing IEPs, progress reports, or evaluations. These days will be mutually agreed to by the administrator and employee. Provisions of this item will be prorated for part-time Employees. Requests for release days must be submitted by November 30th. Requests made after this time will be denied. Employees may submit for per diem pay through the last working day of the school year.

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.

10.5 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.

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

10.7 Supports for Working with Students with Disabilities

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)

10.8.1.3 Preschool

10.8.2 General education kindergarten classrooms with students with an IEP will receive paraeducator staffing. 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

Paraeducator staffing may be adjusted to reflect the assignment of 1:1 paraeducators, considering the adult-to-student ratio.

District administration will create a checklist for the 1:1 para process that will be included in the Special Education handbook under the “Intervention and Support” heading. This checklist will be used by the teacher to ensure that the process is being followed with fidelity. At each step, the teacher will submit the checklist to the designated Special Education administrator/facilitator, who will provide confirmation or feedback on completion of the step.

All documents related to the 1:1 process will be located in the Special Education handbook under the heading “Interventions and Support”.

Information about how to access this process and its purpose will be included, at a minimum, at the beginning of each grading period in the weekly Special Education newsletter.

Broader classroom staff support may be accessed through the classroom staffing process that is used to request additional program paraeducator staffing.

Resource Room: Elementary

Class Size Load	Paraeducator Total Hours Per Day on Student Contact Days	Teacher FTE
0 - 15 students	0	1
16 -22 students	4	1
23 – 28 students	6.5	1
29-43 students	0	2
44-53	6.5	2
54-68	10.5	2
69+	Special Relief	Special Relief

Every effort will be made to hire a 2nd certificated teacher when called for. In cases where a 2nd teacher is not secured, paraeducator time will be maintained and added, for a total of 10.5 hours at 29-43, 17 hours at 44-53 and 21 hours at 54-68.

Consideration for additional staffing will be made in special circumstances.

The processes outlined in 9.8.5.10 regarding class composition still apply.

Resource Room: Middle School and High School

Each middle and high school building special education department will be allocated 6.5 hours of paraeducator support for every 1-28 students receiving RLC services.

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

Kindergartners with IEPs

The parties agree that kindergarten students with IEPs should be assigned to classrooms based on the needs of the students rather than logistical needs at the building level. To that end, paraeducator support for kindergarten students with IEPs will be allocated per building.

Buildings will be allocated one (1) 6.5 hour special education paraeducator for every 1-6 kindergarten students with IEPs receiving services through the Resource Learning Center. Assignments will be scheduled based on the need of students with disabilities and prioritized for the support of kindergarten students with IEPs including those in ILC classrooms. If greater or lesser needs are identified elsewhere in the building, consultation with the impacted teachers will occur prior to any staffing shifts. Additional para hours will be added for 7 plus students.

Instructional Learning Center: Elementary, Middle School, and High School Adult Transition Program (ATP)

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

Classes are staffed with the intention to maintain manageable sizes and composition. If an ILC teacher has a concern with barriers to instruction, the ILC teacher may request a meeting with the building administrator to explore internal options and determine if there are needs that go beyond the building's resources.

Potential supports can include, but are not limited to:

- Additional instructional materials
- Supply money
- Release time
- Additional classified assistance
- Specialized training
- Additional certificated staff

ILC teachers may use the Additional ILC Staffing Request Form when there is a clearly identified unmet need. (See Appendix K). This does not replace the classroom composition request process.

Pre-School

The parties agree that the goal for MCLEC staffing is to have 1 teacher and 2 paraeducators for every 8 students with disabilities. However, if enrollment figures do not allow the District to meet that goal, staffing levels may go as low as 1 teacher and 2 paras for every 10 students with disabilities and 5 peers. In no case will any one class size exceed 16 students.

The process for requesting additional paraeducator support will apply to MCELC. In the months of September and October, a reduction in staffing ratios as reflected above may occur in classrooms with exceptionally low class sizes to support kindergarten transitions.

10.9 ESA Caseload and Workload Language

Monthly, 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 ESA Supervisor and therapist. Special Circumstances may include legal issues, number of schools, additional assignments, number of evaluations, travel time, and special programs.

ESA caseloads shall be reasonably equitable taking into consideration the number of students served, the degree of services required by the group of students assigned to any one ESA at any one time, number of programs and number of schools to which the ESA is assigned (travel time considerations).

The Chief of Student Support Services or designee shall meet with all ESA groups (individually) monthly to allow each ESA group to review current caseloads and consider any balancing adjustments.

If the caseload count for an ESA exceeds the limits described below, the ESA will receive assistance from other ESAs, with the hours per week determined each month, with possible options as follows:

- (a) Revise assignment
- (b) Overload pay
- (c) Other mutually agreeable remedies

ESA Group	Caseload	IEP Overload Remedy	Student Caseload Remedy
Psychologist	70	2 Hours @ Per Diem to write Evaluation	-
SLP	45	2 Hours @ Per Diem to write IEP	\$75 per month per student
OT	35	1 hour @ Per Diem to write IEP	\$75 per month per student
PT	28	1 hour @ Per Diem to write IEP	\$75 per month per student

Overload remedy would begin when an ESA is one student over the caseload. The District will consider additional pay for assignment of unique or special circumstances which, although single case, may require extensive time.

10.9.1 Psychologist Specific Workload Language

In addition to the provisions in 10.9 above, the following applies to psychologists:

- Evaluations, including assessment revisions, will be counted towards psychologist caseloads.
- Psychologists will receive a supplemental contract that includes twelve (12) days.
- Psychologists will be allowed to work from home for no more than seven (7) hours per week. The schedules must be communicated to relevant evaluation team members and their building administrators. All other provisions of Board/District Procedures regarding remote work will apply.

10.10 Special Education Clerical Support

Six 8-hour clerical positions will be provided to support clerical special education tasks for the special education teachers and ESA staff providing services to students with disabilities. Building assignments will be based on a special education enrollment.

10.11 Other Special Education Provisions

- 10.11.1 Special Education staff will be included in training for curriculum adoptions.
- 10.11.2 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.
- 10.11.3 Principals will schedule time for paraeducators to be able to meet with teachers, subject to the RESP CBA.

10.12 Students with Disabilities in PE

The parties agree that collaboration between the PE teachers and special education providers is best practice. This collaboration can occur during teacher conference and planning time and can also be compensated through BLIS and/or PLP enrichment pay.

The District will offer, at a minimum, annual training opportunities to PE teachers with a focus on working with students with disabilities. This training will also include information about how to access available supports for working with students with disabilities. These steps could include:

- Collaboration with the student's case manager
- Collaboration with student's serving service providers (SLP, OT, PT, TVI, O+M, ToD)
- Collaboration with administrator to determine possible procurement of special equipment
- Collaboration with PE or special education facilitator

10.13 Special Education Collaboration Time

The parties agree that time for special education teachers to collaborate with special education paraeducators is critical to foster high quality instruction and services for students. To that end, schedules should ensure, to the extent possible, that such collaboration time is regularly available. At a minimum, thirty (30) minutes per week will be protected for the special education teacher to collaborate with special education paraeducators regularly assigned to their classroom. The thirty (30) minutes do not need to be consecutive.

10.14 ESA Itinerant Schedules

The District and the Association acknowledge the unique schedules of itinerant special education certificated staff. Itinerant daily schedules will align with their primary building on a given day and follow the standard workday. With the understanding that unique circumstances may occur, before and after school meetings should not create regularly occurring, unreasonably long workdays.

10.15 Co-Teaching

The District will offer training related to co-teaching to all partnerships and interested employees, with refreshers to enhance and improve practice. Staff who attend trainings outside the workday will be compensated at their per diem rate for their attendance and engagement in the training.

Priority will be given for collaborative, conference and planning time for co-teacher partners teaching core instruction in qualifying areas by prioritizing shared conference and planning time between co-teaching partners in the master schedule.

If there is not a way to provide daily collaborative planning time in the master schedule, employees may submit extra hour time sheets, up to twenty (20) hours, provided they participate in the District-provided training in effective co-teaching models or demonstrate co-teaching fidelity using the co-teaching competency rubric.

**ARTICLE XI
TRANSFER AND ASSIGNMENT**

11.1 Philosophy

11.1.1 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.

11.1.2 District Early Notifications

By the end of February, Human Resources will communicate to all employees the timeline of displacement for spring staffing for the following year.

If a job description changes, then the employee(s) will be informed prior to May 15.

11.1.3 Early Notification Incentive

Employees who provide written notification of their retirement or resignation for the following school year will be paid an early notification incentive on the June 30 pay warrant according to the schedule below. If notification is given by:

December 1 - \$1,000

January 1 - \$750

February 1 - \$500

March 1 - \$250

11.1.4 Generally, the agreements in this Article shall apply to staffing decisions for the following year.

11.1.4.1 Fall staffing adjustments will be communicated and implemented no later than October 15 and no employee shall be subjected to multiple adjustments between the start of the school year and October 15.

11.1.4.2 In unique situations involving student needs, staffing may require adjustments after October 15 for the current school year. The District will bring these situations to the Association in joint labor management to discuss the impact of the change and collaborate on implementation and communication with the impacted employee(s).

11.1.5 If the number of vacancies in a certification/endorsement area exceeds the number of displaced employees and early contract holders in the endorsement area, then jobs will be posted externally.

11.1.6 Hiring

In order to ensure the District is able to hire an ample number of staff early in the hiring season, Human Resources will annually review historical vacancy and hiring data, as well as enrollment and staffing projections (including known resignations/retirements) to determine the approximate number of hires it will need to make in high need areas for the following year. Using this data, Human Resources will issue early contracts to external hires in high needs areas who would be eligible to interview for specific positions following the displacement process in the spring.

11.1.7 Definitions

Employee-initiated transfers shall be treated as internal applications to another building/site in the District.

District-initiated transfer shall mean an assignment change to another building/site in the district as a result of budgetary changes, program changes, enrollment changes, etc. This will include volunteers and those chosen by seniority or program elimination.

Displacement shall refer to the process used to change an employee's assignment from one building/site to another through the District-initiated transfer.

Priority shall only apply to the placement of employees guaranteed a specific placement. Voluntary displacement from a Renton Innovation Zone school shall follow procedures for placement as noted in section 11.3.

11.2 Employee Initiated Transfers

11.2.1 General Transfer Request/Internal Application

Any employee wishing a transfer for the following year should submit an active application for the positions for which the employee wishes to be considered. Employee initiated transfers from one building to another will not be allowed after August 1 unless the change is for career advancement. The employee is responsible for providing the rationale for career advancement to Human Resources. If a specialist position at a specific building comes open after August 1, qualified itinerant specialists can be considered for the school-based positions.

11.2.1.1 Employees wishing to transfer to a Renton Innovation Zone school must use the above process and will not be placed in any of these schools using the procedures for placement as noted in section 11.3.

11.2.2 Annual District-wide Staffing/General Transfer Process

By the end of February, Human Resources will inform all employees of the timeline of displacement for spring staffing for the following year. 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 employee whenever possible for each of the known vacancies with consideration given to:
- Certification
 - Experience in the grade span, specific subject or program. Grade span, is defined as (K-2, 3-5, 6-8, 9-12);
 - Length of service (number of years regardless of FTE) in the District in a certificated position;
 - Recency of training desired;
 - Experience in the buildings, familiarity with students and building programs;
 - 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 Application 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 and allow up to forty-eight (48) hours unless a volunteer is found sooner, prior to notifying the displaced employee.

11.3.3.1 Volunteers for displacement shall receive \$500 as an incentive stipend.

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 one-on-one with Human Resources who will inform them of the criteria and the circumstances requiring District action and explain the process. 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 No classroom teacher who will have a provisional contract the following year will be displaced more than once while on a provisional contract unless the employee volunteers as stated in 11.3.3. If circumstances require an exception to provisional contract exemption, then the District and Association leadership will convene to discuss and determine next steps.

11.3.4.1.1 In the event that a provisional teacher is displaced, a point person shall be identified at the new school and both employees shall be provided either a half-day release or the equivalent pay for the purpose of onboarding activities.

11.3.4.1.2 In the event that a provisional teacher is displaced, full mentor support will continue for the following year.

11.3.4.2 Certification;

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

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

A. Grade span means: general education certificated staff assigned to classroom teaching by spans, which is preschool, K-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; multilingual learning; 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.

11.3.4.5 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 An employee 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 employee 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 in schools that are not part of the Renton Innovation Zone will be made available in the following order:

- 11.3.6.1 Displaced employees will be placed in seniority order. The most senior employee on the list will be offered the choice of available jobs at that time. If the employee does not wish to select from the available jobs, the employee may pass their turn and allow the next employee to select from the job. Employees who pass will have the first right of refusal for any new job that becomes available in seniority order after their initial turn. If the employee passes a second time, then the employee will be placed at the bottom of the list and will no longer be given the first right of refusal on new positions, but will wait until all other displaced employees have been offered positions. This process will run continuously through May 15.
- 11.3.6.2 Displaced employees will have two weekdays to choose from the available positions before the District moves on to the next employee on the list.
- 11.3.6.3 Displaced employees with specialized endorsements/certification will be set aside for a separate displacement pool for those positions requiring that endorsement/certification.
- 11.3.6.4 Displaced employees who wish to return to their building if a position is available prior to August 1, must notify Human Resources in writing. For such employees, if a position opens in the building from which an employee was displaced and for which the employee is qualified, then the employee will be notified by Human Resources and have the right to return to the building. If multiple employees are displaced from a building, this shall be in seniority order. The employee will have up to forty-eight (48) hours to respond to the offer to return.
- 11.3.6.5 Staff returning from a leave of more than one year shall have last priority in being offered positions available for transfer.
- 11.3.6.6 From May 16 until July 30, all applicants, including displaced employees will take part in an interview process for any open positions.

- 11.3.6.7 Beginning August 1, but no later than August 10, all remaining displaced employees shall be placed in positions for which they are qualified.
 - 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 Article XII Grievance Procedures.
 - 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 the previous year. Such employees shall submit an application as noted in Section 11.2 and will not be required to interview for the position.
 - 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.
 - 11.3.11 District-initiated transferred employees (voluntary or determined by certification and seniority) will be provided with two (2) paid days or two (2) release days (or a combination thereof) for any displacement/district-initiated transfer to another building.
- 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 and the process described in Appendix L.

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 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 Twenty-one (21) hours will be Professional Learning hours documented in eWalk to provide support for the additional time educators spend improving their professional practice.

13.2.2 Twenty-one (21) hours will be Personalized Professional Learning hours that are attested to at the end of the year to provide support for the additional time educators spend improving their professional practice.

13.2.3 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.

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

13.2.4.1 Three (3) days in August that are building/District directed.

13.2.4.2 One-half (1/2) Asynchronous day that is building/District directed.

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

13.2.4.4 One-half (1/2) PLC day.

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.

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

13.4 The District shall fund a longevity stipend for employees who have completed their 16th year of experience (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 starting with the school

year after completing the 16th year of experience.

16-20 years of completed experience = 1.5%

21-25 years of completed experience = 2%

26+ years of completed experience = 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 twenty-one (21) hours of self-directed Professional Learning Hours that must be documented in eWalk. 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 are required to attend District provided Professional Development and 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 There is an additional stipend equivalent to twenty-one (21) hours for Personalized Professional Learning that do not need to be documented in eWalk and instead will be documented in a supplemental contract issued to each employee. Examples of professional learning activities are found in 13.5.1.
- 13.5.3 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.

Employees who choose to participate will receive a responsibility and incentive stipend which supports approximately thirty-four (34) 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 employees.
- 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 an employee who signs up for BLIS is unable to participate in the selected activity due to extenuating circumstances, the employee 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 employees is required for approval.
- 13.6.9.3 Prior to October 25 each certificated employee 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 employee 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 employee.
- 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 10 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 countdown, 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 countdown), 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

13.7.1 Recruitment and Retention Stipend

The District shall fund a four percent (4%) recruitment and retention incentive for SLPs, OTs, PTs, Psychologists, Audiologists, BCBAs, and Nurses.

13.7.2 Certification Stipends

A two-percent (2%) of base pay stipend will be provided for ESAs who hold their Washington State License:

A five-percent (5%) of base pay stipend will be provided in lieu of the above stipend for ESAs who hold national certification through their professional organization. For Physical Therapists, NPTE is accepted in lieu of national certification.

ESA staff who obtain their initial or renewed Washington State License while employed with the District will be reimbursed for the cost of obtaining the initial or renewed DOH License.

13.7.3 Industry Experience Credit

Nurses, OTs, PTs, SLPs, Audiologists, and BCBAs shall have their salary placement determined based on their years of industry experience. Industry experience is defined as using your license to provide direct services in the relevant field.

13.7.4 ESA Lead Stipends

Psychologist, SLP, OT, PT, and Nurse lead stipends will be calculated using the formula: $0.09(\text{BA} + \text{Step 0 base salary}) + \150 per FTE. This stipend is provided for interviewing, building assignments, organizing professional learning communities, ordering materials, year-end processes, and triaging support of buildings.

13.7. ESA Intern Stipend

ESAs will receive \$3600.00 for supervising interns for the duration of the school year. This stipend will be prorated for partial year interns.

13.8 Special education teachers and facilitators shall be paid an additional stipend of \$5528, spread throughout the teacher's monthly pay. After the 2022-2023 school year, the stipend will be increased annually by the negotiated across-the-board wage increases. The stipend is intended to account for:

- Recruitment and retention of special education teachers and facilitators
- Workload related to planning for paraprofessional staff duties
- Workload related to the possibility of unfilled paraeducator positions as described in 10.8.5.
- Workload related to writing IEPs

Special education teachers may utilize the Additional ILC Staffing Request Process (Appendix K) to request additional program paraeducator staffing to address unusual circumstances around unfilled paraeducator positions.

13.9 Newly hired special education teachers, SLPs, OTs, PTs, School Psychologists, Audiologists, 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 filled 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.

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
 - 13.13.1.1 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.
 - 13.13.1.2 Department Chairs will not perform supervisory duties involving other employees.
- 13.13.2 School Improvement Team members will be paid a stipend of \$1500. An 80% vote of employees 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 High School Flexible Fund are paid by:
 - Stipend for a scope of work;
 - Per Diem for teaching students and adults beyond the contractual requirements; or
 - Curriculum Rate, which is paid at the hourly rate calculated at BA+0/Step 0 for all activities
- 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 calculated as an allocation .042 (% of BA+0/0Base) 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.

13.14.4 Supplemental compensation will be paid by separate contract according to the rates and amounts specified.

Level	Identified Activities	Allocation (% of BA+0/0 Base)
High School		
	Activity Coordinator	0.067
	Annual	0.067
	Debate	0.084
	Drama	0.101
	Instrumental Music (Band)	0.111
	Instrumental Music (Orchestra)	0.111
	Journalism Advisor	0.067
	School Store	0.042
	Vocal/Choral	0.095
	THS Annual/Journalism	0.034
	Student Activities	0.297
Middle School		
	Activity Coordinator	0.042

Drama	0.034
Instrumental Music (Band)	0.037
Instrumental Music (Orchestra)	0.037
Vocal/Choral	0.037
Student Activities	0.168
Building Leadership	0.500
ASB	Flat rate - \$8,960

Elementary School		
	Elementary Music	0.020
	Safety Patrol	0.045
	Student Activities	0.168
	Leadership	0.146

Meadow Crest	Leadership/Activity	Flat rate - \$5,600
Talley High	Leadership/Activity	Flat rate - \$17,920
Renton Academy	Leadership/Activity	Flat rate - \$4,480

13.15 Department of Learning and Teaching District Facilitator Support

- 13.15.1 Department of Learning and Teaching District Facilitators will be involved in planning and presenting for New Hire Orientation in the middle of August. Facilitators may be required to be at this training and will receive a supplemental contract for up to three (3) days per year to support the work.
- 13.15.2 Additionally, District Facilitators may receive up to seven (7) days per 1.0 FTE paid on time sheets at per diem for additional work during the calendar year. These days will be predetermined by the Director, and the employee will be notified by April 1 of the year proceeding.
- 13.15.3 District Facilitators shall receive a stipend of \$2,500 for additional leadership responsibilities.
- 13.15.4 District Facilitators who choose not to accept the assignment with additional days will be considered Priority Placements into teaching assignments for which they are qualified. This does not preclude Facilitators receiving additional per diem compensation for additional professional learning on mutually agreeable non-school days not planned by April 1 of the prior contract year.
- 13.15.5 District Facilitators shall receive National Board stipends as long as provided by the state and shall be reported and paid out based on the schools that are supported.

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

Nurses will receive a supplemental contract for ten (10) additional days per 1.0 FTE. These days are to support developing Health Care Plans, immunizations, family communication and other RN required tasks prior to the start or during the school year. These supplemental days should be used, at least in part, to work towards the completion of Health Care Plans prior to the start of the school year. The District will consider additional compensation for unique or special circumstances.

The District will have a lead nurse minimally for the 2022-2023 school year.

The District will offer annual training and materials on RN required tasks and tasks that can be delegated. Minimally, the Lead Nurse will be included in the development of this training and materials.

13.19 Audiologists

Audiologists 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 audiologists prior to the start of the school year. The District will consider additional compensation for unique or special circumstances.

If District enrollment exceeds 15,000 students, a workload impact meeting will be held with the supervisor and Audiologist(s) to discuss the impact.

13.20 Deans

13.20.1 Deans shall receive a stipend of \$2,500 for additional leadership responsibilities.

13.20.2 Deans shall be allowed to timesheet time spent supervising students outside of

the contractual day.

13.20.3 Deans will not participate in confidential personnel matters unless serving as an administrative intern.

13.21 Benefits

The District will be required to provide health insurance and other benefits including, but not limited to, Dependent Care Assistance Program, life insurance and accidental death and dismemberment insurance, long-term disability insurance and Medical Flexible Spending Arrangement to all employees through the School Employees Benefits Board (SEBB). The District will comply with the SEBB requirements as set out in state law and Health Care Authority (HCA) rules and regulations, these include, but are not limited to, the following: Eligibility requirements, Plan offerings, premium rates and employee contributions and district payments for employer contribution(s).

**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.

**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

The District and the Association shall jointly review substitute fill rates, hiring, and other related matters to this Article and Section 9.9 on at least a monthly basis.

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 Long-term substitutes shall be defined as a substitute in a single assignment for 20-44 consecutive days and shall be paid at the per diem rate of pay if they have full certification. Emergency certified substitutes in a single assignment for 20-44 consecutive days or more shall be paid at BA 0, Step 0. Long-term substitutes shall take on the job responsibilities of the absent teacher such as planning and assessing student work. Pay is retroactive to the first day of the assignment.

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

19.2.4 Substitutes in an assignment greater than five (5) days, but less than twenty (20) days, shall timesheet any additional time required to prepare for the next day. This shall be limited to one (1) hour per day.

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

Starting in the 2023-2024 school year, the daily substitute hourly rate in each category shall increase by the same percentage applied to the base salary level for employees. The daily rate assumes a seven (7) hour paid day as well as a half hour unpaid lunch.

SUBSTITUTES (Certificated/Emergency)

2022-2023 for Tuesday, Wednesday, Thursday	DAILY	HALF-DAY	HOURLY
Short-term or daily rate	\$225.05	\$112.53	\$32.15

2022-2023 for Monday and Friday	DAILY	HALF-DAY	HOURLY
Short-term or daily rate	\$250.04	\$125.02	\$35.72

RENTON SCHOOL DISTRICT RETIREE SUBSTITUTES
Always \$2.00 per hour higher than rates above

2022-2023 for Tuesday, Wednesday, Thursday	DAILY	HALF-DAY	HOURLY
Short-term or daily rate	\$239.05	\$119.53	\$34.15

2022-2023 for Monday and Friday	DAILY	HALF-DAY	HOURLY
Short-term or daily rate	\$264.04	\$132.02	\$37.72

19.3.1.1 An assignment for the purposes of this section shall be defined as any day worked, including half days. Substitute teachers who demonstrate a commitment to the District will receive a stipend as follows for substitute assignments in a year:

25-50 Substitute Assignments	\$ 750
51-75 Substitute Assignments	\$ 750
76-100 Substitute Assignments	\$1,000
101+ Substitute Assignments	\$5,000

The assignments do not need to be continuous. Payments will be made at the end of each trimester unless the employee is accessing the provisions in the Memorandum of Understanding regarding School Employee Benefit Board (SEBB) for Substitutes.

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 the per diem rate on BA0, Step 0 of the salary schedule and shall be eligible for one (1) paid day for preparation and classroom set-up at the same rate. 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.
- 19.3.6 In order to welcome and support substitute teachers, each building will develop a substitute support plan. Each substitute support plan must minimally include plans in case of an emergency (i.e. Lockdown, earthquake, etc.), technology access, primary contact for student support, location of accessible restrooms and staff room, and the name(s) and contact for necessary people in the building. The support plan will be in the main office for all substitutes when they sign in. Each substitute will be provided with the Substitute Handbook.
- 19.3.7 If substitutes do not have a District-issued laptop, each building will have enough laptops available for the substitute to access lesson plans and email communication throughout the course of the assignment.

19.4 Association Membership

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

19.5 Observations

- 19.5.1 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.
- 19.5.2 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.
- 19.7.5 Training and Orientation shall include regular office hours for questions and answers after the initial substitute orientation. All substitutes shall be provided technology training and a base level of training on issues related to students with disabilities.

SIGNATURE PAGE

Signed this day of August 16, 2022

For the District

/s/ Avanti Bergquist
President, Board of Directors

/s/ Damien Pattenaude
Superintendent

/s/ Tom Poulos
Chief Negotiator

/s/ Sheila Redick
Negotiating Team Member

/s/ Shannon Harvey
Negotiating Team Member

/s/ Emily Ganyo
Negotiating Team Member

/s/ Lian Sell
Negotiating Team Member

/s/ Misty Mbadugha
Negotiating Team Member

/s/ Jessica Buchan
Negotiating Team Member

/s/ Jennifer Traufler
Negotiating Team Member

Negotiating Team Member

For the Association

/s/ Julianna Dauble
REA President

/s/ Sara Jerger
Negotiating Team Member

/s/ Lawrence Mosko
Negotiating Team Member

/s/ John Hoag
Negotiating Team Member

/s/ Courtney Stepp
Negotiating Team Member

/s/ Shari Mann
Negotiating Team Member

/s/ Bradley Clark
Negotiating Team Member

/s/ William Coleman
Negotiating Team Member

/s/ Kamaria Smith
Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

APPENDIX A
2022-2023 Salary Schedule with Enhancement Pay

2022-2023 Employees will receive a 6.3% increase and a \$1,000 retention stipend. The retention stipend will be paid to all employees who are in paid status as of the last day of school and will be prorated to total paid contract days in that school year. The retention stipend will be paid to qualifying employees no later than the August 2023 pay warrant.

2023-2024 Employees will receive the State-funded and authorized increase and a \$1,500 retention stipend. The retention stipend will be paid to all employees who are in paid status as of the last day of school and will be prorated to total paid contract days. The retention stipend will be paid to qualifying employees no later than the August 2024 pay warrant.

2024-2025 Employees will receive the State-funded and authorized increase.

**APPENDIX B
PLP (eWalk) Form**

PROFESSIONAL LEARNING PLAN On eWalk

PLP Stipend recorded on paycheck as Enrichment B

August 1 – August 31

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 workday/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 (21 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.

O

***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	1-7 hours	8-12 hours	13-21 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 (34 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.

0

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 employee has earned the twenty-one (21) documented PLP hours in eWalk, 34 BLIS Hours, and that they have attested to completing the other required twenty-one (21) Personalized Professional Learning 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 certificated employees 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

2022-2023 REA Work Calendar

AUGUST '22						
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: 1

SEPTEMBER '22						
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: 21

OCTOBER '22						
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

NOVEMBER '22						
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: 18

DECEMBER '22						
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: 11

JANUARY '23						
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

- 17 Cert New Hire Orientation
- 18 Cert New Hire Orientation
- 19 Cert New Hire Orientation
- 25 Cert Staff Work Day
- 26 Cert Staff Work Day
- 29 Cert Staff Work Day
- 31 First Day of School

- 20 Presidents' Day Holiday
- 20-24 Mid-Winter Break

FEBRUARY '23						
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

- 5 Labor Day Holiday
- 6 First Day of School for Kindergarten

- 20 Cert Staff Half Work Day

MARCH '23						
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

- 7 Non-Work Day (State In-Service)
- 13 High School Conferences

- 10-14 Spring Break

APRIL '23						
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: 15

- 4 Secondary Cert Work Day/ Elementary Cert Non-Work Day
- 11 Veterans Day Holiday
- 17-23 Elementary Conferences
- 21-22 Middle School Conferences
- 23 Half Day for Students & Cert Staff
- 24-25 Thanksgiving Holiday

- 29 Memorial Day Holiday

MAY '23						
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

- 2 Elementary Cert Work Day/ Secondary Cert Non-Work Day
- 19-30 Winter Break

- 19 Juneteenth Holiday
- 22 Last Day of School (Student Early Dismissal)
- 23, 26-28 Emergency School Closure Make-up Day (if needed)

JUNE '23						
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: 15

- 2 New Year Holiday
- 16 MLK Jr Holiday
- 26 High School Conferences

Dates in red are subject to restricted use for Contractual Leave

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

Elementary Trimesters:

1st: Aug 31 - Nov 3; 2nd: Nov 7 - March 17; 3rd: March 18 - June 22

Middle and High School Trimesters:

1st: Aug 31 - Dec 1; 2nd: Dec 2 - March 17; 3rd: March 18 - June 22

Collaborative Team Time

Conference, Assessment and Planning

Building Directed PD

Board approved 5.11.22

Revised 7.14.22

APPENDIX F

RSD/REA WAIVER REQUEST

School/Program/Site Requesting Waiver: _____

Prepared by: _____ Date: _____

Waiver Requests must be completed and one a copy submitted to the Deputy Superintendent of Schools and one copy to the REA Office no later than the last Friday of February 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.

Waiver Request Form, Page 3 of 3

APPENDIX G

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*

Renton School District Summative Comprehensive Evaluation

- | |
|--|
| Level of performance: Unsatisfactory: U – 1 Basic: B – 2 Proficient: P – 3 Distinguished: D – 4 |
|--|
- 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.

		Criterion Scores Component Scores			
Criterion 1: Centering instruction on high expectations for student achievement	-	3 – 4 Unsatisfactory – 1	- 2b 5 - 7 Basic - 2	- 3a 8 – 10 Proficient - 3	- 3c 11 - 12 Distinguished - 4
Criterion 2: Demonstrating effective teaching practices	-	1 - 2 Unsatisfactory – 1	- 3b 3 - 4 Basic - 2	- 4a 5 - 6 Proficient - 3	7 - 8 Distinguished - 4
Criterion 3: Recognizing & developing strategies to meet individual student learning needs	-	4 - 6 Unsatisfactory – 1	- 1b 7 - 9 Basic - 2	- 3e 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	- 1a 7 - 9 Basic - 2	- 1c 10 - 13 Proficient - 3	- 1d - 1e 14 - 16 Distinguished - 4
Criterion 5: Fostering and managing a safe, positive learning environment	-	4 - 6 Unsatisfactory – 1	- 2a 7 - 9 Basic - 2	- 2c 10 - 13 Proficient - 3	- 2d - 2e 14 - 16 Distinguished - 4
Criterion 6: Using multiple student data elements to modify instruction & improve student learning	-	5 - 7 Unsatisfactory – 1	- 1f - 3d - 4b 8 - 12 Basic - 2	- SG 6.1 - SG 6.2* 13 - 17 Proficient - 3	18 - 20 Distinguished - 4
Criterion 7: Communicating and collaborating with parents and the school community	-	1 Unsatisfactory – 1	2 Basic - 2	- 4c 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	- 4d 7 - 9 Basic - 2	- 4e 10 - 13 Proficient - 3	- 4f - SG 8.1 14 - 16 Distinguished - 4

Student Growth 3.2 and 6.2: Achievement of Student Growth Goal(s)

Unsatisfactory - 1
Growth or achievement data from at least two points in time shows no evidence of growth for most students.

*** Renton Scoring**
10% or less of students show growth.

Basic – 2
Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.

More than 10% but less than or equal to 50% of students show growth.

Proficient - 3
Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.

More than 50% but less than or equal to 90% of students show growth.

Distinguished - 4
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.

More than 90% of students show growth.

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 -**

● **Level of performance:** Unsatisfactory: **U** - 1 Basic: **B** - 2 Proficient: **P** - 3 Distinguished: **D** - 4

- 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.

Criterion 1: <i>Centering instruction on high expectations for student achievement</i>	-	- 2b 5 - 7 Unsatisfactory - 1	- 3a 8 - 12 Basic - 2	- 3c 13 - 17 Proficient - 3	- SG 3.1/6.1 18 - 20 Distinguished - 4	- SG 3.2/6.2
Criterion 2: <i>Demonstrating effective teaching practices</i>	-	- 3b 4 - 6 Unsatisfactory - 1	- 4a 7 - 9 Basic - 2	- SG 3.1/6.1 10 - 13 Proficient - 3	- SG 3.2/6.2 14 - 16 Distinguished - 4	
Criterion 3: <i>Recognizing & developing strategies to meet individual student learning needs</i>	-	4 - 6 Unsatisfactory - 1	- 1b 7 - 9 Basic - 2	- 3e 10 - 13 Proficient - 3	- SG 3.1 - SG3.2 14 - 16 Distinguished - 4	
Criterion 4: <i>Providing clear and intentional focus on subject matter and curriculum</i>	-	- 1a 6 - 9 Unsatisfactory - 1	- 1c 10 - 14 Basic - 2	- 1d 15 - 20 Proficient - 3	- 1e 21 - 24 Distinguished - 4	- SG 3.1/6.1 - SG 3.2/6.2
Criterion 5: <i>Fostering and managing a safe, positive learning environment</i>	-	- 2a 6 - 9 Unsatisfactory - 1	- 2c 10 - 14 Basic - 2	- 2d 15 - 20 Proficient - 3	- 2e 21 - 24 Distinguished - 4	- SG 3.1/6.1 - SG 3.2/6.2
Criterion 6: <i>Using multiple student data elements to modify instruction & improve student learning</i>	-	5 - 7 Unsatisfactory - 1	- 1f - 3d 8 - 12 Basic - 2	- 4b 13 - 17 Proficient - 3	- SG 6.1 - SG 6.2 18 - 20 Distinguished - 4	
Criterion 7: <i>Communicating and collaborating with parents and the school community</i>	-	3 - 4 Unsatisfactory - 1	- 4c 5 - 7 Basic - 2	- SG 3.1/6.1 8 - 10 Proficient - 3	- SG 3.2/6.2 11 - 12 Distinguished - 4	
Criterion 8: <i>Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</i>	-	4 - 6 Unsatisfactory - 1	- 4d 7 - 9 Basic - 2	- 4e 10 - 13 Proficient - 3	- 4f 14 - 16 Distinguished - 4	- SG 8.1

**APPENDIX H
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 I

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 J

Class Composition/Workload Support Request Form – Please return to Principal

Teacher name _____

Grade/Subject _____

School _____

Date _____

Briefly describe current concerns with your class composition.

Please outline options that you feel would address the concerns and please explain why?

Steps that have been taken within class/building to address the concern, if applicable.

Please estimate the length of time support would be needed.

If appropriate, has the Special Education Assistant Director been notified of the concern?

◆ Yes ◆ No Principal comments:

Principal Signature _____

Principal, please turn this form into the HR Assistant Superintendent AND REA, who will review in partnership with the Chief of Schools, and provide a response within 10 days.

Form 2004_R.9/9/19_HR

APPENDIX K

Additional ILC Staffing Request Process

As of the date of the execution of this collective bargaining agreement, the Additional ILC Staffing Request Form is an online form that is written as shown below:

Building*

Your answer

ILC Classroom Teacher Name*

Your answer

Number of Students Enrolled in ILC Class*

Your answer

Number of Program Paraeducators Allocated to Class*

Your answer

Total Minutes of Weekly 1:1 Aide Services Needed per All Student's IEPs*

Your answer

Number of 1:1 Paraeducators Allocated to Class*

Your answer

Describe the Unmet Need*

Your answer

Request for Additional Staffing*

Your answer

If Not Additional Staffing, Identify a Different Potential Support:

Additional instructional materials

Supply money

Release time

Specialized training

Additional certificated staff

Other:

APPENDIX L Placement on the Salary Schedule

Classroom & Non-Classroom Teachers

Placement on the salary schedule is based on receipt of acceptable documentation verifying the following:

1. Certificated experience
 - a. Certificated experience per WAC 392-121-264
 - b. Experience in any certificated role as defined by WAC 181-79A-140
 - c. Experience considered for the current school year salary placement must be completed prior to the beginning of the current school year.
 - d. No more than 1.0 FTE year of experience can be counted in any one school year.
 - e. Substitute Teaching experience can be credited if the verification of employment documents that a certificate was required for the position and you held one at the time of that employment.
 - f. In verifying experience, the prior employer must provide all the required information which is detailed on the applicable *Certificated Verification of Experience* form. Incomplete forms will be returned to you for further processing.
 - g. If you have had prior **Military Service**, you will need to submit a copy of your DD214 discharge document.
 - h. If you have had prior experience with the **Peace Corps** or **VISTA** programs, you will need to submit a letter from that agency verifying your service, including dates of service.

2. Degree Earned
 - a. Highest degree earned by the employee from an accredited institution of higher education, conferred as of October 1 of the current school year
 - b. If your degree is earned from a foreign institution that transcript must be evaluated.
 - I.State Rule: As of September 11, 2008, OSPI will accept translation services from members of the National Association of Credential Evaluation Services (NACES).
 - II.For a list of acceptable agencies, please visit <http://www.naces.org>. It is the educator's responsibility to submit your transcript to this agency and ask them to submit their evaluation to Renton School District, Human Resources.

3. Credits
 - a. Credits earned by the employee shall be counted from an accredited institution of higher education
 - b. Earned after the first Bachelor's degree
 - c. Earned on or before October 1 of the current school year
 - d. Credits and clock hours are calculated using a quarter credit equivalent

- e. Credits must be 100-level or above, and applicable to a current or future assignment
 - f. Documentation of college credits must be submitted to Human Resources on an official transcript. Electronic official transcripts are permitted, but must be sent directly from the college or university.
 - g. For an employee whose highest degree is a Master's degree sum:
 - I. Academic and in-service credits in excess of forty-five (45) earned after the awarding or conferring of the Bachelor's degree and prior to the awarding or conferring of the Master's degree; and
 - II. Academic and in-service credits earned after the awarding or conferring of the Master's degree.
 - h. If your credits are earned from a foreign institution that transcript must be evaluated. Follow the Foreign Degree Translation Services outlined in the Degree Earned section.
 - i. Placement in the MA+45 and MA+90 columns is subject to a reduction of the number of credits completed as part of the Master's program, up to a maximum of 45 quarter credits. If more than 45 quarter credits were completed for the Master's program, they will count toward the progress to the next column placement.
4. Clock Hours
- a. Earned after the first Bachelor's degree
 - b. Earned on or before October 1 of the current school year
 - c. Clock hours are calculated using a quarter credit equivalent. 10 clock hours = 1 quarter credit
 - d. Clock hours are defined by WAC 181-85-030
 - e. Authorized clock hour providers are identified by OSPI each school year.
 - f. Documentation of eligible clock hours must be submitted on an approved OSPI clock hour form.
 - g. Minimum length for one course is 1.0 hour for courses completed on or after 8/24/2019. Courses completed prior to 8/24/2019 must be a minimum of 3.0 hours in length.

Educational Staff Associates

Placement on the salary schedule is based on receipt of acceptable documentation verifying the following:

1. Certificated experience
 - a. According to the Classroom & Non-Classroom Teacher salary placement language.
2. Degrees Earned
 - a. According to the Classroom & Non-Classroom Teacher salary placement language.

3. Industry Experience
 - a. Industry experience earned outside of education for which a license was required may be used for placement on the salary schedule. Industry experience must match the role for which the employee is currently working.
 - b. Nurses, OTs, PTs, SLPs, Audiologists, and BCBA's shall have their salary placement determined based on their years of industry experience. Industry experience is defined as using your license to provide direct services in the relevant field.

4. Credits and clock hours
 - a. According to the Classroom & Non-Classroom Teacher salary placement language.
 - b. As defined by WAC 181-85-077, ESAs who hold a Washington State Department of Health License can use continuing education units (CEUs), credits, or clock hours that satisfy the continuing education requirements for their state professional health license, for Washington, as in-service credits. Educational staff associates with other than the below Washington licenses do not require continuing education to maintain their professional health license and may not use continuing education units. <http://www.k12.wa.us/certification/LicenseHours.aspx>. To be eligible, an educator must hold the following Washington state Department of Health license:
 - I. Licensed advanced registered nurse practitioner (ARNP) (WAC 246-840-360),
 - II. Licensed occupational therapist (WAC 246-847-065),
 - III. Licensed marriage and family therapist (counselor) (WAC 246-809-600),
 - IV. Licensed mental health counselor (WAC 246-809-600),
 - V. Licensed pharmacist (WAC 246-861-020),
 - VI. Licensed physical therapist (WAC 246-915-085),
 - VII. Licensed practical nurse (LPN),
 - VIII. Licensed psychologist (WAC 246-924-230),
 - IX. Licensed registered nurse (RN) (WAC 246-840-203, 204, & 205) effective January 1, 2011
 - X. Licensed social worker (WAC 246-809-600),
 - XI. Licensed speech-language pathologist or audiologist (WAC 246-828-510)
 - XII. Licensed athletic trainer (WAC 246-916-060), or
 - XIII. Licensed home care aide (WAC 246-980-110)

CTE Teachers

Placement on the salary schedule is based on receipt of acceptable documentation verifying the following:

This section will outline the process for placement of CTE teachers who have not completed a traditional teaching program and who hold only a CTE certificate. If a teacher holds a CTE certificate in addition to a traditional teaching certificate, placement shall be calculated according to the traditional placement rules (see section above).

CTE certificates are issued by OSPI based on either experience in the industry in which they will be teaching, or a degree earned in the industry in which they will be teaching. Placement guidelines for both scenarios are outlined below.

If a CTE certificate is obtained through experience in the business/industry, placement shall be calculated as follows:

1. Salary Schedule Column (Credits) Placement:
 - a. The maximum placement for a CTE teacher under this pathway shall be MA+0.
 - b. Non-degree credits shall be granted for equivalent work experience in the field for which CTE certification will be obtained. 100 work hours shall be equivalent to 1 quarter credit, after the first 6,000 hours of experience in the industry, with a maximum of 20 credits per calendar year.
 - c. 1 credit shall be granted for every 10 hours of vocational training taken after initial vocational certification training requirements have been met. These credits shall not exceed placement beyond MA+0 as noted above.
 - d. If a CTE teacher earns their Master's degree, all non-degreed credits are dropped and placement shall be re-calculated using the Classroom & Non-Classroom Teacher salary placement language.
2. Salary Schedule Step Placement:
 - a. Industry Experience
 - I. Management experience may be used to move up in steps on the salary schedule up to 6 years or 6,000 hours of management experience after the first 6,000 hours of experience in the industry. The maximum experience credit for one year is 2,000 hours.
 - b. Certificated Experience
 - I. Certificated experience per WAC 392-121-264
 - II. Experience in any certificated role as defined by WAC 181-79A-140

If a CTE certificate is obtained due to a degree earned in the business/industry, placement shall be calculated as follows:

1. According to the Classroom & Non-Classroom Teacher salary placement language.

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.

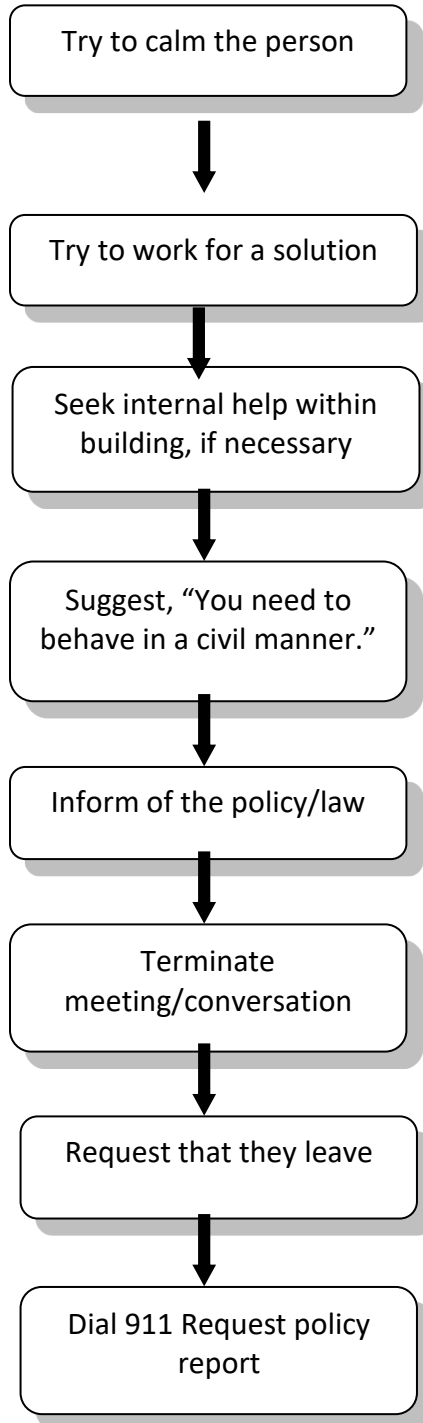
b. Consider resolution meeting with abusive person.

- 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:

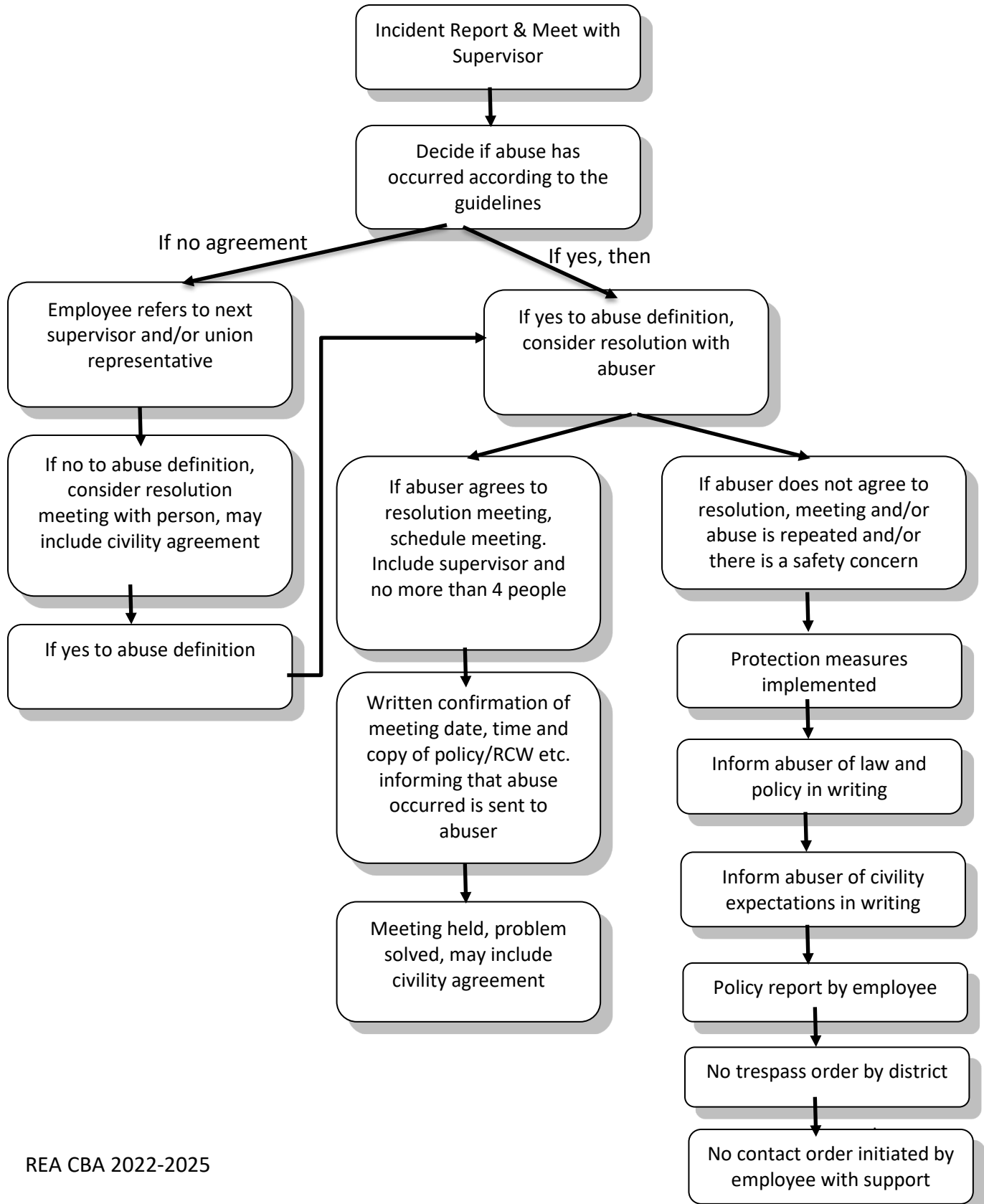
Protection measures are implemented:

- 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 By and Between
Renton School District
And
Renton Education Association
of Understanding
Regarding the development of a joint Diversity, Equity, and Inclusion Committee**

Both parties agree that an ongoing joint committee will be formed to address issues of Diversity, Equity, and Inclusion (DEI).

Members of the committee shall include equal representation of Association and District appointed representatives and shall be no less than ten members in total.

Minimally, early career educators and educators of color must be represented. Educators representing other under-represented groups should also be considered.

The committee shall jointly determine a mission, vision, and goals, and will include, but not be limited to, the recruiting and retention of educators of color.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Regarding Building Leadership Positions

Both parties agree to convene a joint workgroup that shall be composed of no more than twelve (12) employees and/or union representatives. The Association shall choose up to six (6) members and the District shall choose up to six (6) members.

This workgroup shall meet as needed, but at least monthly beginning in October 2022.

This workgroup shall provide recommendations to District and Association leadership for consideration as a memorandum of understanding, or to the joint bargaining team for consideration in future negotiations. The initial recommendation should be presented to joint leadership no later than the end of May 2023.

The review and recommendations shall include, but not be limited to, the following:

Job description and duties of leadership positions at the middle and high school levels, and

Elementary leadership positions, and

Compensation for leadership positions, and

Flex funds that are utilized to support the position(s).

The overall goal would be to implement the recommendations if agreed upon in the 2023-2024 school year.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

**Memorandum(s) of Understanding
Between the
Renton School District
And the
Renton Education Association
Regarding SEBB for Substitutes, Roving Teachers, Referral and Signing Bonuses, and
Preparation of Substitute Plans by Classroom Teachers.**

SEBB Benefits for Substitutes 2022-2023

Prior to October 15, a substitute may sign a commitment to work at least 630 hours for the school year and be signed up for insurance as provided in 13.20.10 (SEBB). Any substitute making this commitment for insurance shall forego the incentives in 19.3.1.1. until the month after reaching 630 hours and will then be paid such incentives. If a substitute makes the commitment and does not reach 630 hours then the District shall not owe the employee the incentives from 19.3.1.1. This provisional shall be considered a pilot in the 2022-2023 school year. The parties shall use data from the pilot to make a recommendation for continuing this pilot beyond the 2022-2023 school year. Additionally, the parties may use the data to inform state legislators on the topic of providing SEBB benefits to substitutes.

Roving Teachers

In 2022-2023, the District shall hire and maintain at least eighteen (18) roving teachers. Based on the overall fill rate in the 2021-2022 school year, up to five (5) roving teachers will be assigned to the schools with unfilled rates that are expected to be higher. This data will be reviewed monthly and these roving teachers could be reassigned to different schools the next month if the needs have changed. In emergencies, these roving teachers may be assigned at a different school with a greater need on a temporary basis.

In the monthly agenda regarding substitute issues referenced in Article 19, the assignment of roving teachers shall be a standing item. Starting in September 2022, the process for evaluation of roving teachers will be discussed and negotiated if needed.

No later than May 15, 2023, if the overall fill rate for the District is still below 65%, then the District and Association will reconvene to determine the number of roving teachers to maintain in 2023-2024.

Referral and Signing Bonus

All employees who refer a candidate for a “hard-to-fill” position who is hired and successfully completes the 90-day probationary period at any point in the 2022-2023 or 2023-2024 school year(s) will receive a five-hundred dollar (\$500) bonus.

Hard-to-fill positions at this time include:

- HSAs
- Classroom paraprofessionals
- Nutrition Services employees (non-supervisory)
- Custodians
- Bus Drivers
- Substitute paraprofessionals
- Substitute certificated staff
- Nurses
- Maintenance department employees (non-supervisory)

Emergency substitute plans

Classroom teachers shall have building time provided before the school year begins to prepare at least one emergency substitute plan. Classroom teachers shall be expected to maintain at least one (1) emergency substitute plan throughout the year. For the 2022-2023 and 2023-2024 school years, as a result of ongoing pandemic-related building concerns, if a building is unable to provide the time for this work, classroom teachers may timesheet up to one hour for this work at per diem.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Evaluation and Student Growth Goals (SGG)

We, the undersigned, on behalf of REA and RSD, agree to the following:

In 2022-2023, schools may choose to pilot the new OSPI Student Growth Goal (SGG) rubrics, with a hold harmless clause.

- If the principal is interested in piloting, they will initiate an informational session for staff by contacting the district Danielson Facilitator.
- After staff is provided information from the district Danielson Facilitator, a secret ballot vote of all certificated staff who have SGG included in their evaluation will be conducted by the last day of September. To move forward with the pilot, 80% of this group must approve the pilot.
- If the school will pilot the new SGG process, training will be provided to staff during a “Lavender Day” in early October.
- If the school chooses to pilot the new process, 8.2.4, regarding SGG will not apply.

A subcommittee of counselors and administrators, led by the Director of Student Support, will provide recommendations on the tool that should be used to evaluate counselors. These recommendations will be completed and provided to REA and RSD by mid-winter break.

Beginning in mid-March, the Bargaining Team or a subcommittee will bargain the following topics:

- Language around SGG.
- Use of the new Danielson Framework
- Counselor evaluation tool

This MoU will expire August 31, 2023.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Multi-Language WIDA Task Force

We, the undersigned, on behalf of REA and RSD, agree to the following:
REA and RSD will Create a joint REA/RSD task force that looks at effective ways schools can schedule MLL state testing.

The task force will:

- Solicit feedback from current year stakeholders to inform next steps
- Make suggestions for future implementation (ex: bell schedule, test proctors, etc.)
- The task force will be made up :
 - o MLL District Facilitator(s)
 - o 2 elementary MLL Teachers
 - o 1 middle school MLL Teacher
 - o 1 high school MLL Teacher
 - o 3 administrators (one from each level)
 - o Director of Categorical Programs
- REA will choose the teacher representatives and RSD will choose the administrator representatives.
- The committee will be co-facilitated by the Director of Categorical Programs and the MLL district facilitator(s).
- This task force work will begin no later than October 3, 2022, with recommendations presented to Joint Labor Management no later than December 1, 2022. Joint Labor Management will determine if additional bargaining needs to occur as a result of the recommendations.
- Compensation, at curriculum rate, will be provided for participation in the task force.

This MoU will expire August 31, 2023.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Multi-Language Program Task Force

We, the undersigned, on behalf of REA and RSD, agree to the following:
REA and RSD will Create a joint REA/RSD task force to make recommendations about how the current ML Program can be strengthened to improve student outcomes. Both parties will appoint their respective members to the ML Task Force.

The ML Program task force will:

- meet twice in school year 2022-23 and three times in school year 2023-24
- review the existing ML program’s instructional practices, curriculum, format of student services, student data, and building-based and district ML supports
- be provided current staffing data and may recommend changes to staffing allocations within and beyond current contractual parameters of staffing ratios
- make program improvement recommendations to Labor Management
- be compensated, at the curriculum rate (BA 0 +0 of the current school year), for participation in task force meetings and members may work additional hours in support of the task force’s work as approved by the Director of Categorical Programs

The task force will be made up of at least:

- MLL District Facilitator(s)
- 2 elementary MLL Teachers
- 1 middle school MLL Teacher
- 1 high school MLL Teacher
- 3 administrators (one from each level)
- Director of Categorical Programs
- 3 GenEd teachers, one from each level (elementary, middle, high)
- One ESA that interacts regularly with ML families

Joint Labor Management will determine if additional bargaining needs to occur as a result of the recommendations.

This MoU will expire August 31, 2024.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
ILC Program Staffing Request Process

During 2022-2025 contract negotiations, the parties jointly developed a process for requesting additional ILC program staffing beyond the allocation currently provided (attached as Appendix L).

The process is intended to be expeditious, legally compliant, consider student need and classroom type. It is also intended to be clear, transparent, and communicated out to employees.

By January 31st of each year, the sub-committee will review the process using data, including requests submitted and any other pertinent data, to determine potential ILC staffing allocation changes. If consensus by the bargaining sub-committee is not met, will go to Joint Labor Management (JLM).

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Counselors

For at least the 2022-2023 and 2023-2024 school years, minimum staffing allocations for counselors will be as follows: Comprehensive high schools with enrollment over 1500 will be allocated at least five (5) counselors and comprehensive high schools with enrollment under 1500 will be allocated at least four (4) counselors. Elementary schools and alternative programs (excluding HOME) will be allocated one full time counselor. Middle schools will have three (3) full-time counselors. No later than January 31, 2024, the parties will meet to review data related to student counseling needs in order to make a joint recommendation for how the District should (or should not) revise counselor staffing allocations.

For the 2022-2023 school year only, a stipend of \$2,000, paid no later than the July 2023 pay warrant, will be provided to support implementation of the Comprehensive School Counseling Plan (CSCP) to counselors who participate in implementation and district-training activities which include, but are not limited to, attending district-provided trainings, fidelity checks of implementation, and colleague observations.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association

MEMORANDUM OF UNDERSTANDING
By and Between
Renton School District
And
Renton Education Association
Social Workers

At least two (2) social workers will be allocated minimally for the 2022-2023 and 2023-2024 school years, in part to support student basic needs and connect families to community resources in schools without a family liaison.

The parties will convene a task force with 2-4 members appointed by REA leadership and 2-4 members appointed by RSD leadership to review the social worker job description and building and/or District needs for social worker support. The task force will review applicable data by January 1, 2023.

A joint assessment will be completed by REA and RSD, no later than January 31, 2024, to issue a recommendation to the Superintendent for a decision regarding staffing allocations beyond 2023-2024.

/s/ Sheila Redick
For the District

/s/ Julianna Dauble
For the Association