RAINIER

EDUCATION

ASSOCIATION

UNION CONTRACT

2024 - 2027

With

RAINIER SCHOOL DISTRICT #307

Index

Preamble	**1**
ARTICLE I - RECOGNITION	**1**
ARTICLE II - DUES DEDUCTIONS	**1**
ARTICLE Ill - ASSOCIATION PRIVILEGES	**1**
Section 1. Use of Building, Equipment, Bulletin Boards, Mailboxes	**1**
Section 2. Orientation Programs	**1**
Section 3. Association Release Time	**2**
Section 4. Association Leave	**2**
Section 5. Administration Hiring	**2**
ARTICLE IV - EMPLOYEE RIGHTS	**2**
Section 1. Monitoring Devices	**2**
Section 2. Rights of Employees in Bargaining Unit	2
Section 3. Personnel Files	**2**
Section 4. Complaints	**3**
Section 5. Personal Rights	**3**
Section 6. Academic Freedom	**3**
Section 7. Communication	**4**
Section 8. Harassment, Intimidation, and Bullying	**4**
Section 9. Healthy Working Environment	**4**
Section 10. Curriculum	**4**
Section 11. Teacher Protection	**4**
ARTICLE V - INSTRUCTION	**4**
Section 1. Workstation Visitation	**5**
Section 2. Employee Workload	**6**
Section 3. Grading	**6**
Section 4. New Students	**6**
ARTICLE VI - EMPLOYEE RESPONSIBILITIES	**6**
Section 1. Length of Workday	**6**
Section 2. Instruction During Preparation Period	**7**
Section 3. Individual Employee Contracts - Length of Contract	**7**
Section 4. Professional Development Days	**7**
ARTICLE VII – LEAVES	**8**
Section 1. Leave	**8**
Section 2. Leave Cash Out	**8**
Section 3. Washington State Paid Family Leave	**9**
Section 3. Personal Leave	**9**
Section 4. Leave of Jury Duty/Subpoena	**9**
Section 5. Child Rearing Leave	**9**
Section 6. Maternity & Paternity Leave	**10**
Section 7. Leaves of Absence	**10**
Section 8. Bereavement Leave	**10**
ARTICLE VIII - ASSIGNMENTS, TRANSFERS AND VACANCIES	**10**
Section 1. Definitions	**10**
Section 2. Procedures (Steps to follow A-F)	**11**
Section 3. Job Sharing	**12**

ARTICLE IX - SCHOOL-BASED MANAGEMENT		**13**
Section 1.	Shared Decision-Making Definition:	**13**
Section 2.	Shared Decision-Making Operation Principles:	**13**

ARTICLE X - CERTIFIED STAFF EVALUATION		**14**
Section 1	Evaluation System Preamble	**14**
Section 2	Definitions and Notes	**14**
Section 3	State Criteria, Framework, and Scoring	**16**
Section 4	General Evaluation Agreements	**17**
Section 5.	Professional Development	**17**
Section 6.	Provisional Teachers	**17**
Section 7	Procedures for Evaluation	**19**
Section 8.	Probation (Non-Provisional Employees)	**22**
Section 9.	Evaluation Results	**24**
Section 10.	Building/District Evaluation Meetings	**24**
Section 11.	Recordkeeping	**24**
Section 12.	Legislative Impacts	**24**

ARTICLE XI - REDUCTION IN FORCE		**25**
Section 1.	Reduction in Force	**25**
Section 2.	Criteria for Ranking Teachers shall be:	**25**
Section 3.	Categories	**25**
Section 4.	Procedure	**26**
Section 5.	Employment Pool	**27**

ARTICLE XII - ECONOMIC PROVISIONS		**27**
Section 1.	General Provisions - All Employees	**27**
Section 2	Extra-curricular Stipends	**28**
Section 3.	Workers' Compensation	**28**
Section 4.	Insurance Benefits	**28**
Section 5.	Extended & Other Certificated Contracts	**28**

ARTICLE XIII - GRIEVANCE PROCEDURE	**28**

ARTICLE XIV - DISCIPLINE ACTION		**30**
Section 1.	Just Cause	**30**
Section 2.	Notification	**30**
Section 3.	Progressive Discipline of an Employee	**31**

ARTICLE XVI - CERTIFIED SALARY SCHEDULE		**33**
Section 1.	Schedule and Compliance	**33**
Section 2.	Clock Hours/In-service	**33**

ARTICLE XVII – DURATION AND CONFORMITY TO LAW CLAUSE	**34**

EXHIBIT A	**Evaluation Criteria - Certificated Support Staff**	**35**
EXHIBIT A2	**EVALUATION CRITERIA -- COUNSELORS**	**36**
EXHIBIT B	**Certificated Support Staff Evaluation Report Form**	**37**
****EXHIBIT C**	**Certificated Salary Schedule**	**38**
EXHIBIT D	**Extra Curricular Assignments**	**39**
EXHIBIT E	**Extended & Other Supplementary Certificated Contracts**	**40**
EXHIBIT F	**Substitute Salary Schedule**	**41**
Rainier School District No. 307 Enrichment Days		**42**
Rainier School District No. 307 Extended CTE Days		**43**
EXHIBIT H - CONTRACT WAIVER REQUEST		**45**

PREAMBLE

This agreement is by and between Rainier School District No. 307, hereinafter called the "Employer" and Rainier Education Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

The Rainier School District recognizes the Rainier Education Association, pursuant to Chapter 41.59 RCW, as the exclusive bargaining representative for all certificated non-supervisory employees employed or to be employed by the District who are under contract, under District approved leave, or who are represented substitutes, or on a per diem, hourly or class-rate basis. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative.

The term "Employee" shall mean any certificated employee when used hereinafter in this agreement, and shall refer to all employees represented by the Association in the bargaining unit.

Represented substitutes, or employees on a per diem, hourly or class rate basis, shall be represented to the extent offered by Exhibit F.

ARTICLE II - DUES DEDUCTIONS

It is agreed that the Employer will deduct from employee salaries such sums requested by individual employees for Professional Association dues. The Association shall notify the District of any change to local dues amounts no later than September 15.

The Association agrees to indemnify and hold harmless the Employer for any errors of any kind that might be incurred in the performance of this Article.

ARTICLE Ill - ASSOCIATION PRIVILEGES

Section 1. Use of Building, Equipment, Bulletin Boards, Mailboxes

The Association, with the principal's knowledge and approval, may use the employer's building for meetings and to transact Association business.

The Association, with the principal's knowledge and approval, may use the District's equipment and work sites for Association business.

The Association, with the principal's knowledge and approval, may post notices of meetings of the Association on the bulletin board in the faculty lounge.

The Association, with the principal's knowledge, may use the employees' mailboxes and district emails for official business, provided such use is in compliance with law.

Section 2. Orientation Programs

The Association shall be given time at the beginning of the work year to present Association programs to all employees within the bargaining unit.

Section 3. Association Release Time

At the convenience of the Employer, release time may be arranged to accommodate meetings between the Association and the Employer.

Section 4. Association Leave

The Employer will allow a total of ten (10) days Association leave. No single employee shall be called from his/her duties more than three (3) days without prior approval of the superintendent. The Association President may be released up to five (5) days. The teacher is to be paid by the Employer, the substitute by the Association, should one be hired.

Section 5. Administration Hiring

The faculty shall be given the opportunity to provide input into the hiring process of new teaching staff and/or certificated administrators. The employer will have a faculty member from an appropriate grade level or department involved in the process

ARTICLE IV - EMPLOYEE RIGHTS

Section 1. Monitoring Devices

When the intercom is open between the classroom and the office, the employee's attention will be immediately attracted. General all-station calls are expected. By mutual agreement only, will electronic recording or monitoring devices be used.

Section 2. Rights of Employees in Bargaining Unit

Neither the Employer nor the Association shall interfere with, restrain, coerce or prevent any employee from exercising his/her legal right to organize or not to organize, join or not join, and support the Association.

Section 3. Personnel Files

All employees have the right to inspect their own file on appointment, in the presence of an administrator or other office personnel.

Employees will be notified of the addition of any evaluation, correspondence, or other material reference to an employee's competence, character, or manner, and will sign an acknowledgment of its existence and may attach his/her written comment. All information not acknowledged by a signature of the employee will be discarded.

The cost of copying material from the employee's file by an employee will not be paid by the Employer.

No more than one personnel file may be kept by the District Office on each certificated employee. Material in an employee's district file shall become a permanent part of the file.

The working files kept by building principals will be purged at the end of the school year. Letters, notes, memoranda, or any other records related to allegations against an employee or charges of misconduct found to be without basis by the principal shall be destroyed.

Any material deemed derogatory by an employee or the district shall be removed, upon request of the employee, if it is dated four (4) years or more prior to the request, except in situations regarding the health or safety of students, or an employee's year end evaluation.

Section 4. Complaints

Complaints made about the teaching of any state-mandated or board mandated curriculum will be addressed and handled by the school district (Principal, Superintendent, Employee or School Board).

Complaints, made known to the School District (principal, superintendent, or school board) which are reasonably likely to result in disciplinary action will be shared with the employee named in the complaint no later than ten (10) school days after the complaint was filed with the Superintendent. In the event said complaint(s) are not brought to the attention of the affected employee in the time provided, no further action will be taken adverse to the employee's interests, and no record of the complaint shall be included in the personnel file or any other file maintained by the employer. Anonymous complaints shall not be accepted by the employer and no employee shall be subjected to an investigation on the basis of such a complaint. Investigations concerning any complaint shall be conducted expeditiously. Employees and the employee's representative shall be provided updates on the status of the investigation at their request. Employees shall have a right to respond to each complaint. In the event the complaint results in disciplinary action, employees may utilize the grievance procedure to address any concerns related thereto.

Section 5. Personal Rights

Each employee reserves the right to support or oppose social, religious and/or political causes and issues outside of the normal school day, activity assignment day and when not performing services as a District employee.

Section 6. Academic Freedom

The Employer recognizes the educational profession's right and responsibility to insist that children must be free to learn and teachers free to teach. Employees shall accept the responsibility of a commitment to the democratic tradition, the pursuit of truth, and a concern for the welfare, growth and development of students. Thus, no special limitations shall be placed upon study, investigation and interpretation of facts and ideas, except that:

A. The employee must be acting within the scope of his/her certified area in accord with accepted and/or adopted courses of study.

B. When an employee believes that he/she may be entering into a controversial area of instruction, he/she will first meet and discuss the area with his/her building principal prior to presentation. If the principal believes the area to be controversial, he/she may request an outline of the areas to be covered and the resources to be used in the instruction. The building principal shall approve with specific conditions/modifications or reject proposed instruction in any such controversial area. Employee(s) may appeal the principal's decision to the superintendent. The decision of the superintendent may be appealed to the school board at its next regular session.

C. The employee must exercise responsibility and prudence, and must realize that teaching in an elementary or secondary school places special responsibility upon the employee to carefully consider the maturity level of the student and the special circumstances that surround the teacher/learner relationship.

While the employee must feel free to teach and live according to his/her conscience, so must his/her students and the public he/she serves. The employee may not infringe upon the freedom of those he/she serves. Proselytism has no place in a public school. Opinion or theory must be stated as such for what it is.

Section 7. Communication

The superintendent or a designee will communicate through email to all certificated staff notice of all district-level meetings prior to the meeting date. This will be provided in the form of an electronic monthly newsletter, emailed to all employees.

Section 8. Harassment, Intimidation, and Bullying

Any reported incident involving work-related harassment, bullying, and/or cyber-bullying of an employee by parents, students, or other district employees shall be in writing, signed and dated. The District shall investigate the reported incident and take appropriate steps.

If a student is found to be responsible for harassment, bullying, and/or cyber-bullying, the District will consider appropriate interventions which may include discipline.

Section 9. Healthy Working Environment

Employees shall report concerns regarding air and/or water quality to the District Safety Committee. The Association may appoint up to two (2) members to the Safety Committee. This committee shall meet at least once quarterly.

Section 10. Curriculum

The District shall establish a curriculum committee as required by law for the purposes of advising the District. The committee shall be made up of at least as many REA employees as District representatives. The committee shall meet at least once per calendar year to discuss the needs within the Rainier School District to keep curriculum current and relevant.

Section 11. Teacher Protection

Employees, acting in the course and scope of their official duties and employment, shall be indemnified and defended by the District for liability purposes to the extent provided by the District's insurance coverage.

ARTICLE V - INSTRUCTION

Section 1. Workstation Visitation

All visitors to a school and/or classroom workstation shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee. If, at the determination of the building administration and the employee involved, a particular observation would be disruptive, or is disruptive to the building or classroom, the observations shall not take place or shall be terminated.

Section 2. Employee Workload

A. The following provisions of this section shall serve as the basis for determining the daily individual classroom employee workload. The following does not apply to general supervision assignments and instrumental music classes.

Class size limits will be defined by taking the number of students per teacher funded by the legislature (outlined in RCW 28A.150.260) and rounding it down to the next whole number, taking into consideration any impact resulting from K-3 poverty funding.

If any class exceeds the class cap, the district will either reassign students or create a new section.

Self- Contained Classrooms	Class Size Limits	Class Cap
Kindergarten - 3rd Grade	22	24
4th Grade	27	34
5th Grade	27	34
Combo classrooms (2 or more grade levels)	23	30
Elementary Music/ PE		
Kindergarten – 3rd grade	26/ class average	
4th – 5th grade	28/ class average	
Secondary School		
6th- 12 (6 period day)	28	35/ period

Special Education: No Special Education caseload shall exceed 29 students.

B. Mitigation of Excessive Workloads

In the event the class size limits and student load ratio set forth above are exceeded, the employee affected shall contact the building principal for relief and the district shall remedy the situation by one of the following: balancing class loads, modification of course schedules and teaching assignments, providing extra pay to staff involved at a rate of $50 per student per month in grades 6-12 and SPED, or $200 per student per month in grades K-5 and SPED, or for K-5 and SPED the district will provide para educator support as outlined below:

1-2 students over= 1 hr. of EA support (daily) and 30 min of additional prep time (weekly);
3-4 students over= 2 hrs. of EA support (daily) and 60 min of additional prep time (weekly);
5-6 students over = 3 hrs. of EA support (daily) and 60 min of additional prep time (weekly)
7 students over = 4 hrs. of EA support (daily) and 90 min of additional prep time (weekly)

*The first 30 minutes of additional prep time (weekly) will occur during the class' scheduled library time.

A determination of appropriate mitigation and written notice of such actions shall be communicated to the Association President within five (5) school days. The appropriate mitigation shall be instituted by the tenth (10th) work day. If adding an EA is the choice of the district then a substitute EA will be utilized until a permanent one can be hired. The class receiving an EA can accumulate up to 3 extra students, providing that the other classes are at their maximum level before the District will add extra students and EA time to another class at the same level.

C. Student Placement

- K-5: The building administration will make a reasonable effort to equitably assign to classrooms Special Education students, students with 504 plans, and students with district adopted behavior plans.
- 6-12: The building administration will make a reasonable effort to equitably assign to classrooms and across curricular areas Special Education students, students with 504 plans, and students with district adopted behavior plans.
- If a general education classroom has more than five (5) special education students in the classroom, the following process will apply to seek relief:
    1. General education classroom teacher will bring the issue to the student case manager(s).
    2. If necessary, the general education classroom teacher will bring the issue to the Special Education Director and Building Principal.
    3. If necessary, the general education classroom teacher will bring the issue to the Superintendent.
    4. Superintendent will then decide to either add a paraeducator to the classroom or redistribute students to other classes of that subject.

Section 3. Grading

Principals will not require final semester grades prior to five (5) days after the end of the semester. Any grades that are needed prior to that time, may be requested and pulled understanding that they may not be final grades.

Section 4. New Students

Teachers will be given twenty-four (24) hour notice prior to the placement of a new student in the teacher's classroom. Such notice shall include the student's name and any special information (e.g., health issues, IEP requirements, 504, etc.) provided that information is known to the District and such information may be lawfully disclosed.

ARTICLE VI - EMPLOYEE RESPONSIBILITIES

Section 1. Length of Workday

A. The total length of the employee's instructional workday shall not exceed seven and one-half (7 1/2) hours, which shall include all preparation time, actual class time, and lunch period time, as hereinafter provided.

B. Every teacher shall be provided with preparation time. Such preparation time shall be included during the normal student contract day, not to include the 30 minutes before and after the scheduled student day, passing times or travel times between buildings.

1. Teachers and Certificated Support Staff assigned to grades K-12, will have preparation time equal to 260 minutes/week as a minimum.

2. Less than full-time teachers and certificated support staff shall receive a prorated preparation period.

C. Teachers who teach consecutive classes in different buildings will have 10 minutes built into their schedule to allow time to move between buildings and set up the classroom prior to student

arrival.

D. All buildings that assign teachers for duty before school or, after school will assign duty to all teachers equitably within that building.

E. If the District establishes committees, special projects, and/or other groups, and such work occurs outside of the contractual day, and teacher participation is mandatory, teachers will be paid at the District's hourly rate.

Section 2. Instruction During Preparation Period

The Building Principal may request teachers under their supervision to cover instruction in another class during their preparation period. Such assignments shall be distributed among available staff equitably. When teachers perform this service for a period greater than 15 minutes, they shall be reimbursed at a minimum one (1) hour pay at their per diem rate.

Should elementary teachers distribute students across their classrooms; the staff involved in the coverage will be paid $100 each if divided between two (2) classrooms, $67 each if divided among three (3) classrooms, and $50 each if divided among four (4) classrooms.

Section 3. Individual Employee Contracts - Length of Contract

The total length of the regular employee's individual contract shall be one hundred eighty- (180) days.

Section 4. Professional Development Days

A. Students shall be released at noon four (4) times during the school year. These releases shall be scheduled as follows: one (1) at the end of quarter 1, one (1) at semester, one (1) at the end of quarter 3, and one (1) at the end of quarter 4. Early release days shall be utilized by the staff for grading and other activities to improve delivery/services for students. The early release day scheduled at mid-year shall be set aside for staff assigned in grades 6-12 to prepare for the new semester.

B. Employees will be released at noon on the day before Thanksgiving and on the last working day of December.

C. Professional development consists of activities that are an integral part of school for providing educators with the knowledge and skills necessary to enable students to succeed in a well- rounded education and are sustained through collaborative, instructionally-focused trainings that are relevant to that individual’s teaching assignment.

D. Prior to May 31st, the district and REA representatives will meet to discuss topics for the upcoming year’s professional development.

During the school year, Professional Development and Collaboration time will be provided in the form of one (1) hour early release days on Wednesdays. The exact number of these days will be determined each year during the calendar planning process by the District with input from the union, taking into consideration the total instruction hours and holiday schedules. The intent would be that as many Wednesdays as possible will be planned as early release.

The time spent on Professional Development and Collaboration early release days will follow a two (2) week rotation with Building Directed and Professional Learning Communities (PLC's). PLC's will be chosen by the teachers and approved by the administration. The teacher members of each PLC group shall have discretion over the content of the PLC time in accordance with the above definition of professional development.

Seven (7) times a year the District will provide a Professional Development and Collaboration District Directed early release. Five (5) of such early release times will be devoted to required Vector Solutions training. Two (2) of such early release times will be devoted to other professional development determined by the Superintendent or designee. The two (2) other professional development days, determined by the Superintendent or designee, will be made known prior to the first Friday of school.

E. Professional Development/Learning Days

The supplemental contract recognizes that employees will provide a professionally responsible level of service. Extra workdays schedule:

4 days	Summer Institute: to be held in August, prior to the school year, and to be comprised of professional development, district directed time, building directed time, and no less than 50% of the structure time to be teacher directed for the purpose of preparing for the start of school.
1 day	District Directed: to be subdivided into hours and used for compensation of teacher for events such as, but not limited to, Back-to-School Night, Winter Concert/Program, 8th Grade Bridge Ceremony, Graduation, and those items listed on the Enrichment Day Form in the CBA.

ARTICLE VII – LEAVES

Section 1. Leave

At the beginning of each school year, each employee shall be credited with an advance leave allowance of twelve (12) days for sick leave with full pay to be used for absences. The District shall maintain a leave sharing program as provided in Board Policy 5406. Consistent with state law, Paid Family and Medical Leave may be used for child-bonding time after the birth of a child, after adoption, or with a newly placed foster child.

Section 2. Leave Cash Out

Pursuant to statute, in January of the year following any year in which a minimum of sixty (60) days of leave is accrued, and each January thereafter, an eligible employee may exercise an option to receive remuneration for unused leave accumulated in the previous year at a rate equal to one day's monetary compensation of the employee in excess of sixty (60) days. The employee's leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for leave accumulated in excess of one day per month.

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

In lieu of the above remuneration, the eligible employee may receive equivalent funds for post- retirement medical benefits. Application of these funds shall be limited to those employee medical plans in effect at time of retirement.

VEBA Retirement and Annual Sick Leave Conversion Medical Reimbursement Plan is available to those employees who have accrued more than 180 days of sick leave subject to an annual verification by the Association of participation in said Plan. The District shall make contributions to the Plan by reason of having excess sick leave conversion rights. Contribution on behalf of each eligible employee shall be based on the conversion value of sick leave days accrued by such employee available for contribution on an annual basis and at retirement in accordance with the statute RCW 28A.400.210. Upon retirement, current statute allows for unused sick leave to be cashed out on a one day per four basis to a maximum of one hundred eighty (180) days accumulation. Such accumulation shall be placed in the VEBA program for eligible retirees. Under this program, the compensations for accrued sick leave is set-aside on a pre-tax basis into an account allowing the retiree to pay for medical premiums/expenses.

Section 3. (Washington State Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with an employee's accrued paid leave. The employee shall elect the order such leave shall be utilized. The District shall pay its required share of the payroll premium to fund this leave.

Section 4. Personal Leave

The intention of the district in providing personal leave is to give days to staff to take care of personal issues not covered by sick or other types of leave and it is not intended for use to extend vacations. Understanding that there may be unusual situations that warrant personal leave in this manner, which can be arranged through the superintendent. Otherwise, an individual may use personal leave prior to or after winter break or spring break in this manner no more than once every three years.

Each certificated employee shall have three (3) personal leave days with pay per year. Certificated employees may "carry over" up to two (2) personal leave days into the next school year not to exceed five (5) days total in any given school year.

Each certificated employee may exercise the option to take a fourth day of personal leave each school year. In the event the certificated employee exercises this option, they shall be responsible for the cost of a substitute for that day. A fifth day of personal leave is available at no pay.

Section 5. Leave of Jury Duty/Subpoena

Leaves of absence with pay are allowed for jury duty. Any jury duty pay, exclusive of meal allowances, mileage, parking, etc., for jury duty performed on contract days will be deducted from the employee's salary. The employee shall notify the District on the next work day after notification to serve on jury duty is received. An employee may seek District assistance to be excused from jury duty.

In an action against the District where the employee is not a party to the complaint, leave with pay will be granted, at the direction of the superintendent, when an employee is required by subpoena to testify in court.

Section 6. Child Rearing Leave

After the birth or adoption of a child, employees shall have a right to take leave without pay and benefits upon request. Said request must be made as far in advance as possible and not less than twenty

(20) days prior to the anticipated date of the leave. The duration of the leave shall be for the balance of the school year in which it is requested or for a different duration only if agreed upon by the Board. This leave is intended for parents with a new child in their household who are physically able to work but wish to remain home with the new child. If agreeable with the insurance carrier, employees using this leave may maintain insurance benefits by paying their own premiums.

Section 7. Maternity & Paternity Leave

A. Maternity and/or paternity leave with pay is available for the birth or adoption of a child. Accrued sick leave and personal leave may be used in accordance with the Family Medical Leave Act and Washington Paid Family Leave Act. Leave sharing may be available according to Board policy 5406.

B. An employee requesting maternity and/or paternity leave should give written notice to the District at least two (2) weeks prior to the commencement of said leave when possible. The written request for leave should estimate the expected date of return to employment. The employee shall determine when the beginning and end of the leave will occur. Such leave will not extend beyond the balance of the current school year.

C. In the event paid leave has been exhausted, the employee shall be granted a Child Rearing Leave as stated in Section 5.

D. An employee returning from maternity and/or paternity leave shall be assigned to his or her previous position provided his or her position still exists. In the event the position no longer exists, the employee shall be placed in another comparable position.

Section 8. Leaves of Absence

Leaves of absence up to one (1) year without pay will be granted to employees for the purpose of study, travel, health, working in a professionally related field, Association or Association related business. Requests for leave of absence shall be submitted to the Superintendent by April 15 prior to the year of requested leave. Emergency requests, when above notification is not possible, shall be considered on a case-by- case basis. All leaves of absence approvals shall be contingent upon availability of qualified replacements. The employee, upon return from such leave, shall be granted his/her previous position.

Section 9. Bereavement Leave

Five (5) days bereavement leave per occurrence shall be granted to each employee in the event of death in the immediate family to include spouse, registered domestic partner, children, parents, grandparents, mother-in-law, father-in-law, brothers and sisters. Upon approval of the superintendent, up to five (5) days' additional bereavement leave may be granted and the superintendent may grant bereavement leave of up to three (3) days in the event of the death of persons other than those listed above.

ARTICLE VIII -ASSIGNMENTS, TRANSFERS AND VACANCIES

Section 1. Definitions

The following definitions will be applicable to this section:

A. Assignment- The academic subject or subject areas and grade levels which an employee currently teaches (K-5, 6-12)

B. Transfer-The change of an employee's assignment.

C. Vacancy - An assignment for which the District seeks qualified applicants.

Section 2. Procedures (Steps to follow A-F)

A. Assignments shall be made by the Employer, taking into consideration the employee's professional training, experience, specific achievements and service to the employer, seniority, as well as the program needs of the Employer. 6-12 assignments will be consistent with a teacher's area of training and experience, except by mutual agreement between the teacher and administration.

B. Should one or more transfers be required due to program changes or other factors and non-vacancy(ies) exist(s), all qualified staff in affected grade levels or subject areas will be called together by the principal or Superintendent to resolve the assignment(s) collaboratively. If a resolution is possible, and is agreed upon by the whole group, including the administrator present, the resolution of the group shall be implemented. If resolution is not possible, proceed to step C.

C. All employees will be subject to involuntary transfer, provided they are qualified to fill the position. It is understood that instructional requirements, the best interest of the school system and pupils and employee's experience in a grade level and/or content area will be given consideration. The Employer's decision to transfer employees shall not be made on the basis of extra-curricular availability of employees. Such transfer will not be made arbitrarily or capriciously. The Employer shall seek voluntary movement within a building prior to transfers from that building.

D. Vacancies shall be declared as soon as possible by the Employer to ensure that the most qualified employees with an interest in that assignment within the District have the opportunity to apply. The Employer agrees to post the available position that shall state the job description, job specifications and at least the minimum qualifications needed for filling the position. This notice shall be posted in the faculty lounge of each building and sent via email to all certificated staff. Any certificated employee may apply for transfer within one week (seven (7) calendar days after the announcement of any vacancy declared by the Employer. Employees interested in a transfer are responsible to notify the Superintendent or designee of such interest should a vacancy occur during summer vacation time. The District shall grant an interview to all internal candidates who hold the minimum qualifications for the vacancy.

E. Employees shall be notified in writing of their individual assignments as soon as possible once the determination of assignments has been made. If the notice of assignment is later than two (2) weeks before the start of the instructional year, the employee will be granted two (2) days of per diem pay. Such notification will include position, building and tentative room

location, grade level and/or class or subject and other pertinent facts concerning the assignment. Employer must put into writing why a transfer is not granted.

F. For the purpose of all steps of Section 2, seniority qualifications are defined as:

1. Years of certificated contractual services in the state of Washington,
2. Years of certificated contractual services in the Rainier School District,
3. Total credits beyond the Bachelor’s degree, and
4. Specific achievements and training related to the vacant position.

G. In regards to Retire-Rehire teachers within the Rainier School District, State law will be followed and take precedence. In an involuntary transfer situation, retire-rehire will be given first consideration to move.

Section 3. Job Sharing

A job sharing assignment is the sharing of one full-time regular position between two persons, where one of those persons works at least three tenths (.3) full-time.

Employees interested in job share assignments will apply by March 1 for such a position to ensure the earliest possible response from the School District. The letter of application will constitute an agreement if accepted, and should address the following criteria:

1. Teacher compatibility- including personality traits, educational philosophy, and experience.

2. Stipulate the division of teaching tasks and agree upon the equitable division of time appropriate to accomplish all job requirements. Both employees shall participate in the actual process of grading students' work and meeting with parents.

3. Manage time to accomplish the following duties:

    a. Parent conferences as requested by parents,
    b. Grading students' work, including quarterly and final grades,
    c. Attending faculty meetings,
    d. Classroom parties and field trips,
    e. Staff development,
    f. In-service,
    g. Open house events,
    h. Opening and closing of school, and
    i. Standard scheduled parent/teacher conferences.

4. Establish consistency in the standards of discipline.

5. Plan for effective communication between job sharing teachers and with other staff and administrators.

The superintendent may recommend to the Board of Directors those positions and employees where job sharing will benefit the educational program of students. The superintendent may recommend to the Board of Directors termination of job sharing arrangements which ceased to operate in the best interest of the educational needs of students.

No teacher in the District shall be involuntarily transferred in order to create a job share assignment.

Sick and personal leave will be pro-rated according to the fraction of the position for which the person is employed. All other benefits will be prorated to the nearest reasonable fraction thereof. Both job sharing employees are expected to attend parent conferences.

Job sharing applicants should be advised that employees going part time to share a job position will fall into a lower order of preference as a "free agent" under Article VIII, Section 2.D - Procedures.

Once an employee has accepted a job sharing position, the District shall be under no obligation to convert the employee to a full-time contract. However, consistent with

educational objectives, contract seniority rules and state law, all reasonable opportunities will be afforded a job sharing employee to return to full- time employment. Should one person employed in a job share position leave the job sharing assignment or accept a full-time position at the District's option, the remaining job sharing partner may assume a full-time position at the District's option.

Employees will be notified by July 1 of the decision of the superintendent and the Board of Directors regarding a job sharing application.

ARTICLE IX - SCHOOL-BASED MANAGEMENT

Section 1. Shared Decision-Making Definition:

The Association and District share the goal of quality learning in a caring environment. As a means of achieving that goal, the parties agree to the process of shared decision-making.

The purpose of shared decision making is to provide opportunities for consultation, collaboration and participation of shareholders in the decision making process. Shared decision-making does not mean an abdication of authority and responsibility of building administrators, district administration or the Board of Directors. Shared decision-making provides shareholders an opportunity for meaningful participation in decisions affecting the individual school's progress in meeting its mission to provide quality learning in a caring environment.

Section 2. Shared Decision-Making Operation Principles:

School-based councils shall make decisions in accordance with the following operating principles:

1. All decisions will comply with board policies, state laws, or any of the collective bargaining agreements that affect staff members. Decisions and policies contrary to the contract must have a waiver from the Association and District. The council will notify the Association and District in a timely manner of the request for a waiver. (Exhibit G)

2. Site councils K-5 (6-8 & 9-12) shall be comprised of a minimum of the building Principal, two certificated staff, two classified staff, and a parent/community representative. At the high school level, a student representative is recommended. Staff participation is voluntary. Building Principals shall adjust participants' work schedules and/or areas of responsibility as necessary to encourage participation.

3. Site councils shall meet a minimum of quarterly and more frequently as determined by the council. Meeting schedules and agendas shall be determined by the site council to encourage broad participation.

4. General areas of decision-making responsibilities shall include building-wide approaches to student conduct, curriculum, staff development opportunities, events and budgets. Site councils shall not consider individual issues in areas such as staff evaluation or discipline, staff work assignments, student/parent appeals of student discipline.

5. Ideally decisions will be made by consensus and supported by the Building Principal. When consensus is not possible, the issue shall be referred to a resolution committee comprised of the Superintendent and current President of all bargaining units involved. That committee shall resolve the issue or refer it to the Board of Directors for final disposition. Until resolved, significant changes in current practice shall be postponed.

6. Decisions of site councils shall be reported to affected staff and the Superintendent in a timely manner.

ARTICLE X- CERTIFIED STAFF EVALUATION

The following evaluation language shall apply only to those certificated staff being evaluated using the OSPI- approved, CEL's SD+ framework.

Section 1 Evaluation System Preamble

An evaluation system for teachers has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.

2. The evaluation process shall provide support for professional growth.

3. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their practice, skills, and knowledge.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1).

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191- 025:

“To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is distinguished, proficient, basic, or unsatisfactory."

Purpose - The following evaluation process has the following elements, goals, and objectives: "An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

Section 2 Definitions and Notes

Artifacts shall mean any products generated, developed, or used by a certificated teacher.

Certificated Principal, "principal," and "assistant principal" mean a person who is employed to supervise the operation and management of a school (WAC l 81-79A-140 (4) (a) or (6)(h).)

Certificated Classroom Teacher and "teacher" mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC l 81-79A-140 (1) through (3) and (6)(a) through (e) and (g).

Component shall mean the sub-section of each criterion.

Criteria shall mean the eight (8) state defined categories to be scored.

Evaluation shall mean the ongoing process of identifying, gathering, and using information to assess total job effectiveness, improve professional performance, and make personnel decisions.

Evaluator shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.

Evidence means observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.

Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence will be required to be collected for that criterion. It shall be the nature and quality of the evidence, not the quantity of evidence, which determines the criterion rating.

Unsubstantiated complaints against an employee shall not be included in any documentation pertaining to any evaluation.

Formal Observation means any observation which is scheduled in advance between the teacher and evaluator for the purpose of evaluation.

Informal observation means any non-scheduled observation during which evidence is gathered by an evaluator to inform a teacher's final evaluation.

Observe or "observation" means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time using the instructional framework rubrics.

Rubrics or "rubric row" means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four- level rating system.

Satisfactory/Unsatisfactory

Satisfactory- Overall summative performance ratings of Proficient (Level 3) or Distinguished (Level 4) are considered satisfactory for all teachers. For teachers in their first five years of the profession, a performance rating of Basic (Level 2) is also considered satisfactory.

Unsatisfactory- An Overall summative performance rating of Unsatisfactory (Level 1**)** is considered not Satisfactory for all teachers. Teachers on a continuing contract with more than five years of teaching experience who receive a summative performance rating of Basic (Level 2) two years in a row, or two years within a consecutive three-year period are also considered unsatisfactory.

Student Growth Data The evaluator will consult with the teacher to identify student growth and achievement data that are relevant to the teacher and subject matter that will be used in assessing the state required student growth components. Such achievement data shall mean data that shows the change in student achievement between two points in time, within the same school year.

Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Summative Performance Ratings means the four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.

(1) Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.

(2) Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.

(3) Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

(4) Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

Section 3 State Criteria, Framework, and Scoring

The parties have agreed to the CEL'S *SD+* adopted evidence-based instructional framework as approved by OSPI.

The following criteria will be used to evaluate certificated classroom teachers:

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

Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for criteria 3, 6, and 8.

Criterion Scores

Each rating will be assigned the following numeric values:

Unsatisfactory- 1
Basic - 2
Proficient- 3
Distinguished- 4

An employee shall receive one of the four performance ratings for each of the minimum criteria. Additionally, an employee shall receive one of the four performance ratings for the evaluation as a whole, which shall be the overall summative score as per WAC 392-191A-080(6).

A numerical mean shall be used to calculate the individual criterion rating. When a criterion rating includes

a whole number plus a place value of .49 or below it will be rounded down to the nearest whole number. When a criterion rating includes a whole number plus a place value of .50 or above it will be rounded up to the nearest whole number. (For example, a final rating of2.49 would become a criterion rating of 2 and a rating of 2.50 would become a criterion score of 3.) However, to achieve a Distinguished rating, a teacher must receive a majority of Distinguished ratings on the criterion scores.

Scoring for Comprehensive Evaluation

Overall Summative Score

All classroom teachers shall receive a performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

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

Student Growth Criterion Score

Embedded in the instructional framework are five (5) components designated as student growth components.

These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average, or high based on the following scoring bands:

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

Scoring for Focused Evaluations

All classroom teachers on a focused evaluation shall receive a performance rating based on his or her score from their most recent Comprehensive evaluation. If a teacher on Focused received an overall summative score of "Proficient" on his or her most recent Comprehensive evaluation, but scores a "Distinguished" on his or her Focused evaluation, the Focused evaluation shall be "Distinguished." An overall summative score for one criteria selected from the eight (8) state evaluation criteria, and a student growth score for the one student growth criteria selected from either 3, 6, or 8 from the state evaluation criteria. These scores will be calculated using the criteria score calculation method outlined above.

Student growth data shall be derived from multiple sources, and must be appropriate and relevant to the teacher and subject matter. It shall include classroom based, formal and/or informal assessments of student progress as well as district assessments that show two points in time within the same year, if available. If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, s/he must automatically be moved to the Proficient (3) level for the overall summative score.

Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry. Within two months of receiving the low student growth score or at the beginning of the following school year, the following must be initiated by the evaluator.

The teacher and the evaluator shall create a plan to address student growth issues that may include one or more of the following

a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state- based tools and practices;
b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

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

Section 4 General Evaluation Agreements

Employees shall have transparent access to all relevant student achievement data available.

Notification - Every teacher shall be notified no later than the last working day of September of his or her evaluator and whether he or she is scheduled to be evaluated using a Comprehensive or Focused evaluation.

Out of Content/Endorsed Areas - No teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments". However consideration may be given to teachers' progress towards endorsement. At the option of the teacher, in collaboration with the evaluator, teachers may be evaluated as a member of a team when teaching outside their content or endorsed areas. Any teacher who has passed the West-E and/or Praxis Test, or any other similar test designed to prove a teacher's basic skills in an academic area, shall be considered, solely for the intents and purposes of this section, to be "endorsed" in that particular area.

Security - All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to, observe, or record the proceedings of any classroom without documented prior knowledge of the teacher. The District shall make reasonable efforts to ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

Section 5. Professional Development

Prior to their being evaluated under the new evaluation system, the District shall provide teachers professional development relevant to the framework and evaluation process. Each teacher shall be provided a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to his or her position and track in the evaluation cycle.

All classroom teachers, both provisional and continuing, shall be expected to participate in District-provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

Section 6. Provisional Teachers

A. Provisional teachers are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

B. All Provisional teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

C. All Provisional teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.

D. Provisional teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.

E. The Principal or his or her designee shall make at least one (1) observation for a total observation time of at least thirty (30) minutes within the first ninety (90) calendar days of employment of all teachers in their first year of employment with the District.

F. The District shall notify the Association President if, a provisional employee is performing at an unsatisfactory level.

Section 7. Procedures for Evaluation

All classroom teachers shall be evaluated each school year by their principal or his or her designee. The principal or designee is referred to herein as the "evaluator."
If an employee is assigned to two or more schools, the evaluator at the school to which the employee is assigned the greater part of the time shall be responsible for the employee's overall evaluation. If a teacher is assigned to two or more schools for equal amounts of time within the school day, mutual agreement between the principals, in collaboration with the teacher, will determine who will be the evaluator of record.

Observations:

Formal Observations - All teachers shall be observed at least twice each school year in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes. Formal observation dates and times will be scheduled and agreed upon by the teacher and evaluator. Whenever possible, formal observations shall be scheduled with adequate time in between in order to allow for conferencing and growth.

Informal Observations are non-scheduled observations during which time evidence is gathered by an evaluator to inform him or her regarding a teacher's final evaluation. If there is an area of concern noted by the evaluator during an informal observation, the evaluator will bring the concern to the attention of the teacher within five school days. This will occur either in writing or during a conference between the evaluator and the teacher.

Comprehensive Evaluations - A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. All

classroom teachers shall receive a comprehensive summative evaluation at least once every six years.

The following classroom teachers shall receive an annual comprehensive summative evaluation:

1. Classroom teachers who are provisional employees under RCW 28A.405.220;
2. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

Focused Evaluations - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed.

If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in either criterion 3 or 6.

If the selected criterion for the focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator.

The request of the teacher must be received in writing prior to the start of the school year.

The direction of the evaluator must be communicated before the end of the school year, and shall be based on concerns related to one of the other evaluative criteria. That concern shall be shared with the teacher in writing at that time.

Each employee shall have the opportunity for confidential conferences with his or her immediate supervisor throughout the school year. Such confidential conferences shall be for the purpose of aiding the administrator in his or her assessment of the employee's professional performance and to provide additional evidence by either the evaluator or teacher to aid in this assessment against the instructional framework rubrics and/or for the teacher to provide unobserved evidence of having met certain criteria and goals. The annual evaluation results will be documented with only the selected criteria being scored.

Evaluation Process

The comprehensive evaluation process must occur at least once every four years (three consecutive years for new or provisional teachers).

There are six steps required to complete a teacher evaluation which utilize a collaborative model between teacher and evaluator. They include 1) the teacher's self-assessment, 2) a goal setting conference between the teacher and evaluator, 3) informal observations of the teacher by the evaluator,
4) formal observations of the teacher by the evaluator, 5) a post-observation conference for each formal observation, and 6) the summative evaluation conference.

Step 1: Self-Assessment

Each teacher shall reflect on his/her practice and complete a self-assessment based on the district adopted instructional framework. This is a personal reflection of practice and will serve as a tool for the goal setting conference.

Step 2: Goal Setting Conference

Following the self-assessment, the teacher will meet with his or her evaluator in a goal setting conference. Each teacher shall combine his or her self-assessment with the district and/or building initiatives and select one or two components as goal(s) for the year. Additionally, teachers on a comprehensive evaluation shall determine student growth goals for all components SG 3.1, 6.1 and
8.1. Teachers on a focused evaluation shall determine a student growth goal for one of the components SG 3.1, 6.1, or 8.1.

Step 3: Informal Observations

Informal observations are non-scheduled observations during which time evidence is gathered by an evaluator to inform him or her regarding a teacher's final evaluation.

Step 4: Formal Observations

Formal observations will be scheduled between the teacher and the evaluator. At the time of scheduling, a pre- observation conference may be requested by the teacher. The evaluator will conduct the observation of practice as scheduled. The evaluator will take notes throughout the observation and share those with the teacher during the post observation conference.

Step 5: Post-Observation Conference

The teacher and evaluator shall schedule to meet for the post-observation conference as soon as reasonably possible after the formal observation, but not to exceed five school days.

The post-observation conference includes a review of the teacher's self-assessment of the observation and the evaluator's evidence of the observation. Both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance during the conference as such conference is intended to be a dialogue between the teacher and evaluator. At the end of the post- observation conference the teacher and evaluator will agree on next steps and sign documentation that the conference has occurred.

Step 6: Summative Assessment

No later than May 15th, the teacher and evaluator shall meet to discuss the teacher's final summative score. This conference will include a review of the evidence gathered including formal and informal observations, artifacts, student growth data, professional contributions, impacts on learning, and other ancillary evidence. Multiple measures of student growth must be used in the evaluation process and such measure may include classroom- based, school-based, District-based and state-based tools. The final summative score will be based on the alignment of evidence gathered based on the CEL'S SD+ and State Student Growth rubrics. The teacher will sign two (2) copies of the evaluation to indicate receipt. The signature of the teacher does not imply that the employee agrees with its contents, only that he or she has read it. The teacher may attach any written comments or rebuttal to the final annual evaluation report no later than June 15th .

If the teacher's overall final summative rating is below Proficient, the evaluator will use the evidence as provided by the teacher as an explanation for the Unsatisfactory or Basic rating. When appropriate, a lack of evidence as required in the rubrics may also be used in such an explanation.

In the case of a "basic" or "unsatisfactory" rating, the teacher and evaluator shall meet prior to the end of the school year or at the beginning of the following school year to determine what support would best serve the teacher.

If a teacher disagrees with the evaluator's overall summative performance rating, the evaluator's rating shall be recorded and the teacher may attach any written comments or rebuttal as outlined above.

All continuing contract employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to, paid in-service training, release time to observe colleagues, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans, etc.

Any teacher whose performance has been judged unsatisfactory may be placed on a program for improvement any time after October 15.

Section 8. Probation (Non-Provisional Employees)

No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the (ESSB 5895) evaluation system with an emphasis on developing inter-rater reliability.

Teachers shall have the right to Association representation at all probationary meetings.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 20th .

2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th. The evaluator must make a written recommendation of the same to the Superintendent. A copy of the recommendation for probation must be sent to the employee.

3. The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation he/she may continue to work with the parties involved.

4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include the following provisions:

    a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.

    b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.

    c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the

evaluation instrument; and

d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.

5. At this time the evaluator shall meet with the employee and, at his or her discretion, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the patties might deem prudent.

6. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.

7. The probationer may request, and the evaluator may authorize and assign, one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certificated administrator from within the District or from outside the District who is trained in the CEL'S *SD+* framework. This request must be in writing and must be presented to the evaluator within three (3) school days of the receipt of the probationary placement notice. The evaluator shall have three (3) school days to respond in writing.

8. **ESD Evaluator** - If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her. This request must be in writing and must be presented to the evaluator within three (3) school days of the denial of the request. The District shall have three (3) school days to respond to this request in writing.

   Using the plan of improvement, the ESD evaluator or additional evaluator shall provide input to the probationer's evaluation process in an attempt to assist him or her in improving his or her areas of deficiency. In addition, the evaluator will provide a written report of the evidence gathered during the probationary period to the original evaluator. Such evidence shall include the results of multiple classroom observations and any other evidence of performance related to the plan of improvement. The probationary employee shall have access to this report.

   During this time the employee will not be transferred from the supervision of the original evaluator. The ESD evaluator, or additional evaluator, shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

9. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

10. A teacher who is on a plan of improvement must be removed from probation if he or she has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.
11. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.

12. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be

removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If the District determines such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.

Non-renewal, Adverse Action, and Discharge
In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

Section 9. Evaluation Results

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files. All other evaluation documents shall, be returned to the teacher and will not be used for future evaluations.

Evaluation results shall be used to recognize and encourage excellence in teaching, document levels of performance, and identify areas needing improvement.

Evaluation results shall not be:

- Shared or published with any teacher-identifying information unless as a requirement of statute.
- Shared or published without prior notification to the teacher and Association.
- Used to determine any type of base or additional compensation.

Evaluations are based on individual teacher performance relative to the CEL'S SD+ framework. There shall be no District or building quotas or caps for performance ratings.

Section 10. Building/District Evaluation Meetings

Teachers who are participating in the new evaluation system will be invited to take part in activities in order to obtain their candid feedback regarding implementation of the new evaluation system.

Section 11. Recordkeeping

The use of eVal is optional for both the teacher and the evaluator and all data entered into eVal shall be treated as confidential information. Should the eVal system be utilized at any point during the year, by either party, the other party must be given notice, and be given electronic access to the system for the purposes of reviewing and discussing any evidence submitted.

Section 12. Legislative Impacts

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement.

Appendix
The following is a partial list of forms of evidence of a teacher's performance:

Artifacts such as lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning.

Teachers shall not be required to create artifacts specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Professional Contributions such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc.

Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

Impacts on Learning such as student work samples and learning goals; district, school, and classroom assessment of students; student po1tfolios, both formative and summative student growth data, student projects, data walls, etc.

ARTICLE XI - REDUCTION IN FORCE

Section 1. Reduction in Force

The Board of Directors shall determine the educational program and services for the Employer based upon the educational goals or the employer's financial resources available for the following school year. If the Board of Directors determines that the certificated staff of the Employer should be reduced for the following school year by reason of financial necessity, decline in enrollment, or changing District program requirements, the Board of Directors will institute the plan below:

A. The certified employees shall be ranked according to the criteria below.

B. Positions shall be filled with certified employees from the list. The employees with the longest seniority, the highest ranking by category, and having proper certification shall be retained.

Section 2. Criteria for Ranking Teachers shall be:

A. Years of certificated contractual services in the state of Washington.

B. Years of certificated contractual services in the Rainier School District.

C. Total credits beyond the Bachelor's degree.

D. In case of a tie in preceding criteria, a toss of the coin.

Section 3. Categories

The following categories are established to insure the qualification of personnel to be retained:

A. K through 8

B. 7 through 12 by specialty (math, English, social studies, library, CTE, etc.)

C. Special education personnel.

D. Educational Staff Associate Certificates, including speech and language pathologist, counselors and school psychologist.

Section 4. Procedure

A. If a reduction in force becomes imminent the employer shall submit a list of employees to the Association, ranked by seniority and category no later than May 1.

B. Employees will be considered for retention in the category or specialty appropriate to the position held (majority of assignment) at the time of implementation of this procedure. An employee shall also be considered for retention in additional categories if the employee meets the qualifications (educational training and/or experience) for those categories, provided that employees will be considered for such additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of implementation of the procedure.

C.

1. Prior to May 1 in the year of a RIF the Employer shall tender a list to the Association and each employee which shows the rank order of existing employees according to seniority, as defined in Article XI Sections 2 and 3. This list shall show existing employment categories within the District and include a listing as to which categories the existing staff members would qualify, according to the criteria as shown in paragraph 2 hereof.
2. If an employee believes that he/she should be included in additional categories or that another employee has been wrongfully included in a category or that an employee has not been credited with the proper amount of seniority, the employee must notify the superintendent in writing within five (5) working days of the date upon which the Association has tendered the list. Such written notification must allege the facts which are contained in paragraph 2 and 3. Failure to make such timely notification shall waive an employee's right to later challenge the inappropriateness of the employee's seniority ranking and categorical placement.
3. If such notification is given, paragraphs 2 and 3 shall be reviewed by the Association and the Employer to resolve the matter. Upon failure to resolve the matter within ten (10) working days the matter shall be submitted to a neutral third party; this person shall be mutually chosen by the patties from a list provided by SPI, and they shall make a final and binding decision concerning the applications of Sections 2 and 3 to the facts presented.

D. In the event that there are more qualified employees than available positions in a given category or specialty the following criteria shall be used to determine which employees shall be recommended for retention:

1. An employee must be qualified for a position as provided in the procedure.

2. An employee retained shall be the most senior employee available in the category or specialty.

3. In case the employer must locate an employee for retention or recall with unique qualifications, the District may retain or recall said employee provided that no employee with more seniority qualifies for said position.

4. The Employer shall have the right to assign and transfer employees during the implementation of this procedure to positions for which they qualify.

5. The Employer shall not partially lay off an employee, unless acceptable. Any employee shall have the right to refuse recall to a part-time position without losing recall rights.

Section 5. Employment Pool

A. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible employment for a period of two (2) years. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified for which they are qualified. If more than one such employee is qualified for an open position, the criteria as set fo1th in Sections 2 and 3 shall be applied to determine who shall be offered such position.

B. It shall be the responsibility of each employee placed in the employment pool to notify the superintendent of his/her current mailing address.

C. When a vacancy occurs for which a person in the employment pool may qualify, notification to the person will be made by the Employer by certified mail or by personal delivery. Such a person shall have five (5) calendar days after notification to accept the position, and a total of ten (10) days to be available for work. If an offer of employment is rejected, the employee shall lose his priority position and will be placed at the bottom of the recall list.

D. The Employer will utilize employment pool personnel as substitutes on a first priority basis, provided employees will prioritize District assignments.

E. A certified staff employee on authorized leave at the time a reduction in force is implemented will be ranked and assigned as all other employees. An employee in the pool may, upon written application, be on leave for one (1) year while on layoff. Such employee shall be placed in the employment pool upon expiration of the leave and shall have no claim to positions filled from the employment pool during the period of the leave.

ARTICLE XII - ECONOMIC PROVISIONS

Section 1. General Provisions - All Employees

The Employer agrees that all employees will be correctly placed on the salary schedules: Exhibits C and D.

Classification on the salary schedule as of October 1 shall be for the full school year. The district will honor the salary schedule education credits earned during the preceding year that have been reported
to the District Office by October 1 of the current year.

Checks will be issued on the last school day of each month for the months of January, February, April, May, September, October and November. Checks may be issued on the last business day for March, June, July, August and December.

The district will allot $500 per teacher plus any rollover from the previous year, divided evenly between certificated staff, for classroom supplies or relevant professional development. Teachers may combine their classroom funds. All materials purchased become the property of the District.

Section 2. **Extra-curricular Stipends See Exhibit D.**

Section 3. **Workers' Compensation**

1. An employee may elect to receive only time loss compensation rather than utilize leave credits.

2. An employee who elects Workers' Compensation may request leave for the unpaid balance of lost income.

3. Should any employee apply for the lost compensation and the claim is denied, leave may be used for the lost time.

Section 4. **Insurance Benefits**

Employee benefits shall be provided consistent with the School Employees Benefits Board Program. (https://www.rainier.wednet.edu/Page/2731)

Section 5. **Extended & Other Certificated Contracts**

Annually the Board of Directors will review program needs for staffing as well as program needs for extended days and/or other certificated contracts. See Exhibit E

XIII - GRIEVANCE PROCEDURE

A. For the purpose of this agreement, a grievance is defined as a difference of opinion regarding the application or interpretation of the agreement; District policies, rules, regulations and /or procedures; state and federal law, rules, regulations and/or procedures, and; related personnel matters.

B. Every effort shall be made to settle grievances at the lowest possible level of the grievance procedure.

C. If, in the judgment of the Association, a grievance affects Association rights, the Association may initiate and submit such grievance in writing to the superintendent directly, and the processing of such grievance shall commence at Step 2. Class grievances involving more than one supervisor and grievances involving the administrator above the work site level may be filed by the Association at Step 2. Class grievances must list the names of employees affected.

D. No reprisals will be taken against any individual or representative because of the filing of a grievance.

E. Grievances will be processed in the following manner and within the stated time limits:

Step 1.

An aggrieved employee shall promptly attempt to resolve the grievance informally between the employee and his or her principal.

If the grievance is not resolved informally, it shall be reduced to writing by the teacher and/or Association who shall submit it to the principal within fifteen (15) school days after the facts upon which the grievance is based first occur or first become known to the grievant. The aggrieved teacher may be accompanied by one other member of the Association when presenting the written grievance. The principal will answer the grievance in writing to the grievant, with a copy to the Association, within five (5) school days after receipt of the written grievance.

Step 2.

If the grievance is not settled in Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievance may be filed in writing through the principal to the superintendent within ten (10) school days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance, including the facts upon which the grievance is based, the issues involved, the grievance provisions involved and the relief sought. The superintendent shall arrange for a hearing with the grievant to take place within five (5) school days of his/her receipt of the appeal. The Association shall have the right to include in the representation such witnesses and counselors as in deemed necessary to develop facts pertinent to the grievance. The superintendent or his/her representative shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the grievant, with a copy to the Association, no later than ten (10) school days after receipt of the written grievance.

Step 3.

In the event the grievant is not satisfied at Step 2, the grievant may request in writing through the Superintendent a hearing with the Board of Directors. This request must be submitted within ten (10) school days of the expiration of the time limits established in Step 2. The Board of Directors will, within ten (10) school days following the first regular Board meeting after receipt of the request, or at a mutually agreed upon time, confer with the grievant and witnesses and counselors deemed necessary by the Association to develop facts pertinent to the grievance to hear the grievance and resolve it. Upon conclusion of the hearing, the Board of Directors will have ten (10) school days to provide a written decision together with the reasons for the decision to both the employee and the Association.

Step 4.

In the event the Association is not satisfied with the resolution at the Board of Directors level, then the Association may proceed to arbitration. The principles enumerated below, shall be applicable in the arbitration proceeding.

1.) The Association must file for arbitration within twenty (20) school days of receipt of the decision from the Board of Directors. This shall be accomplished by written notice to the superintendent of the Association's desire to move the grievance to arbitration.

2.) The parties may select an arbitrator by mutual agreement, or, in the event mutual agreement is not reached within ten (10) school days of the written notice, the Association may choose to file for a list of arbitrators with the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). Such a list shall consist of seven arbitrators to be struck alternately by the parties until only one name remains. The remaining arbitrator shall be notified and arrangements made to establish the times, dates and location for the hearing.

The parties agree to abide by the rules of the AAA and FMCS as they apply to arbitration proceedings.

3.) The arbitrator shall have no power to alter the terms of the Agreement between the parties. 4.) The arbitrator may include in the award such financial reimbursement or other remedies as the arbitrator judges to be proper.

5.) Each party shall bear the full costs of its representation in the arbitration.

6.) The fees of the arbitrator and the AAA or the FMCS shall be divided equally between the Association and the employer.

F. Seven tests of just cause will be applied by those representatives of the District acting as judges of

disciplinary actions at each step on the grievance procedure:

1) Did the Employer give the employee forewarning or foreknowledge of the possible or provable consequences of the employee's conduct?
2) Were the Employer's rules of managerial order reasonably related to; a) the orderly, efficient, and safe operation of the Employer's business, and b) the performance that the Employer might properly expect of the employee?
3) Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did, in fact, violate or disobey a rule of order of management?
4) Was the Employer's investigation conducted fairly and objectively?
5) At the investigation, did the Judge' obtain substantial evidence or proof that the employee was guilty as charged?
6) Has the Employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7) Was the degree of discipline administered by the Employer in a particular case reasonably related to a) the seriousness of the employee's proven offense, and b) the record of the employee in his/her service with the Employer? In the case of minor misconduct was a verbal warning, for example, or sufficient time for remediation of behavior provided to the employee before a written reprimand was given?

If the District's adverse actions against an employee and/or the Association are found to be without just or sufficient cause, the district will fashion the appropriate remedy, taking into consideration the relief sought.

G. The employees' rights to due process will be assured within the grievance procedure. These rights include:

1) The right to be informed of the charges against him/her.
2) The right to confront his/her accusers, or, in the case of minors, have these accusers confronted by appropriate witnesses or representatives of the District and Association.
3) The right to present evidence in his/her own defense.
4) The right to counsel and representation by REA and WEA.
5) The right to assurance that the Employer will insist upon good reasons for denying any right or imposing a disciplinary measure.

All parties will make every attempt to ensure that they do not hear a presentation of the grievance by any of the parties without the employee(s) and/or Association present to defend themselves against charges and present evidence in their own defense.

ARTICLE XIV - DISCIPLINE ACTION

Section 1. Just Cause

No employee shall receive a written reprimand or be suspended or discharged from his or her duties without just and sufficient cause and appropriate due process.

Section 2. Notification

An employee will be notified within five (5) working days of any allegation that may possibly lead to disciplinary actions. The Association will be notified whenever an employee receives a written reprimand or receives a disciplinary action likely to affect the employee's teaching career or reputation. No employee will be given a written reprimand without a representative of the REA present, or without being reminded

by the Employer before the written reprimand is given that the employee has the right to have an REA representative present.

Section 3. Progressive Discipline of an Employee

The District has the right to administer progressive discipline to employees who have been found to have engaged in misconduct. No discipline will, however, be administered without the employee being afforded due process and the right to a union representative.

The progressive discipline of employees shall consist of the following steps:

Step 1- Verbal Warning (documented via memo in the employee's personnel file)
Step 2- Written Warning
Step 3 - Suspension without Pay Step
4 - Termination

The severity of the misconduct may result in the immediate progression to higher steps of progressive discipline.

Any written documentation that is placed in an employee's personnel file, that is to be considered as discipline, must clearly state which step of progressive discipline that document represents.

ARTICLE XV - STUDENT DISCIPLINE

In the maintenance of a sound learning environment, the District shall expect good behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws and local Board policy.

The Board of Directors and superintendent will support and uphold teachers in their appropriate efforts to maintain discipline in the District and shall give timely responses to all teachers' requests regarding disciplinary measures for the safety and well-being of students. In the exercise of discipline, the teacher will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board of Directors or federal and state laws or regulations. The teacher’s recommendation for discipline will be given due consideration.
Such state laws include RCW 28A.600.020 which reads in part that:

(1) The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

(2) Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.

(3) In order to preserve a beneficial learning environment for all students and to maintain good order and discipline in each classroom, every school district board of directors shall provide that written

procedures are developed for administering discipline at each school within the district. Such procedures shall be developed with the participation of parents and the community, and shall provide that the teacher, principal or designee, and other authorities designated by the board of directors, make every reasonable attempt to involve the parent or guardian and the students in the resolution of student discipline problems. Such procedures shall provide that students may be excluded from their individual classes or activities for periods of time in excess of that provided in subsection (2) of this section if such students have repeatedly disrupted the learning of other students.

In carrying out (2) above of RCW 28A.600.020 a behavior management plan shall be established with the assistance of the building administrator and parent/guardian, as appropriate, and that plan will be supported by the administrator and the employee.

In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, including reasonable use of physical constraint or such force as is necessary for self-protection from attack or prevention of injury to another employee or student.
Each teacher is expected to submit rules and regulations for student classroom behavior in compliance with Board Policies, and State and Federal law. The District shall support employees in maintaining order and discipline in the classroom consistent with State law.

No employee shall be required to search a student's person or belongings, but will be expected to act as a witness to a search if needed. Employees will not be expected to provide emergency intervention or treatment in situations involving weapons unless the area has been secured by police or security personnel. In these kinds of emergencies teachers should act in the best interests of their personal safety and the safety of their students.

School principals will meet with the faculty no later than the first student contact day in May and prior to printing Student Handbooks annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards. Teachers' recommendations for and concerns regarding building discipline policies will be considered by the Site Councils, in accordance with Art. IX.

ARTICLE XVI - CERTIFIED SALARY SCHEDULE

Section 1. Schedule and Compliance

**Current salary schedule shall be applicable.
It is agreed that all compensation agreements, Exhibit C, D and E, contained in this contract will comply with applicable state laws and regulations. If the Employer is notified by the Office of the Superintendent of Public Instruction (OSPI) or the State Examiner that it may be out of compliance with rules and regulations relating to compensation increases, the Employer and Association shall meet within five (5) work days of receipt of said notice and review all the financial data necessary to evaluate the alleged noncompliance. After such review, the parties shall take necessary steps to bring this contract into compliance.

Further, salaries may be reopened by the Association or the Employer for negotiations in either of the following events:

A. The legislature repeals the present salary limitation laws as applied to the District, or
B. The present salary limitation laws are voided as applied to the Employer.

For 2024- 2025, the Certificated Salary Schedule will be increased by 5%, inclusive of IPD (See Exhibit C.)

For 2025 - 2026, the Certificated Salary Schedule will be increased by 4.625% or IPD, whichever is higher.

For 2026 - 2027, the Certificated Salary Schedule will be increased by 4.625% or IPD, whichever is higher.

Section 2. Clock Hours/In-service

For salary schedule placement purposes the Employer shall accept all clock hours and in-service credits that meet State Board of Education approval and are approved by the Superintendent of Public Instruction for state reimbursement to apply to the salary schedule. Clock hours and academic credits earned after Sept. 1, 1995 are subject to local review according to statutory regulation. Employees shall receive prior approval of the building principal to assure that credit will be accepted. Ten (10) clock hours of in- service shall be equal to one-quarter university credit.
The following will be used as a guideline for recognition of credits and clock hours on the salary schedule, Exhibit C.
Credits earned after September 1, 1995, shall be considered for recognition if the content of the class or clock hours satisfy at least one of these six (6) criteria.
The content of the course:

1. is consistent with the District's plan for improving student learning;
2. is consistent with a school-based plan for improving student learning for the school the individual is assigned;
3. pertains to the individual's current assignment or expected assignment for the following year;
4. is necessary for obtaining an endorsement as prescribed by the State Board of Education;
5. is specifically required for obtaining advanced levels of certification;
6. is included in a degree program that pertains to the individual's current assignment, or potential future assignment.

ARTICLE XVII – DURATION AND CONFORMITY TO LAW CLAUSE

This agreement shall become effective upon mutual ratification and shall remain in effect until August 31, 2027.

This agreement may be amended only upon mutual agreement of the parties; provided, that should any provision of this agreement be determined as contrary to state law, rule or regulation, such provision shall have effect only to the extent permitted by law, rule or regulation.

If during the life of this contract, the Washington State Legislature, in special or regular session, should enact funded legislation which affects provisions of this contract or which opens up new areas for collective bargaining, then the District shall within thirty (30) days reopen the contract for the explicit purpose of negotiating such items.

This agreement remains in effect during periods of renegotiation of the successor agreement.

Conflicts between district policy and negotiated agreements will be resolved in accordance with established standards of contract law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20 day of September, 2024.

By:_____
Rainier School District Superintendent

By:_____
Rainier Education Association President

EXHIBIT A Evaluation Criteria - Certificated Support Staff

The following criteria will be used in the evaluation of Certificated Support Staff.

1. **Knowledge and Scholarship in Special Field**

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment.

2. **Specialized Skills**

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

3. **Management of Special and Technical Environment**

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

4. **The Support Person as a P ro f essio na l**

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

5. Involvement in Assisting Pupils, Parents and Educational Personnel

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

EXHIBIT A2 EVALUATION CRITERIA -- COUNSELORS
The following criteria will be used in the evaluation of counselors.

1. **Knowledge and Scholarship in Counseling:**
   A. Exhibit understanding of the basic principles of human growth and development.
   B. Be aware of research relevant to counseling.
   C. Be able to explain professional rationale for techniques and procedures used in counseling activities.

2. **Counseling Skills:**
   A. Be able to prepare and interpret necessary testing data.
   B. Be able to synthesize and integrate testing and non-testing data concerning students.
   C. Be aware of test limitations and practical applications.
   D. Be able to assist students in selecting and pursuing their personal and career goals.
   E. Exhibit skills in developing rapport with students.

3. **Management of Counseling Environment:**
   A. Maintain and make available adequate reference material and information to assist students in career development.
   B. Keep accurate records in areas of responsibility.
   C. Function in a well-organized manner.
   D. Work satisfactorily with staff in planning and development of instructional strategies and curricular program.
   E. Maintain an environment of confidentiality and privacy when required to protect student rights.

4. **The Counselor as a Professional:**
   A. Be aware of the legal aspects of his/her position.
   B. Carry out responsibilities to students, parents, and professional staff.
   C. Demonstrate commitment to school and professional activities.
   D. Be aware of personal and professional limitations and have the ability and knowledge to make appropriate referrals.

5. **Involvement in Assisting Pupils, Parents and Education Personnel:**
   A. Plan and develop counseling program to serve the preventative and developmental needs of school population and the special needs of some students.
   B. Assist teachers in the integration of appropriate counseling and guidance activities in the classroom.

6. **Personal Characteristics:**
   A. Have self-insight and self-understanding.
   B. Be emotionally stable.
   C. Show respect for students, parents and staff.
   D. Communicate well and in a manner to facilitate student progress and development.

EXHIBIT B -- Certificated Support Staff Evaluation Report Form
RAINIER SCHOOL DISTRICT #307 EVALUATION REPORT
WAC 392-191-020

Name:

Type of Evaluation
_____ Annual
_____ 90 days
_____ Other

ASSIGNMENT:

It is my judgment, based upon adopted criteria, that this certificated support personnel's overall performance has been (satisfactory, unsatisfactory) during the evaluation period.

_____
(Evaluator's Signature)

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

_____

STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT:
(Comments must be made in each category.)

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

_____

Additional Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

****EXHIBIT C - Certificated Salary Schedule**

2024-2025 Certificated Salary Schedule

RSD307 2024-2025 REA Salary Matrix							
STEP	**BA-0**	**BA-15**	**BA-30**	**BA-45**	**BA+90/MA**	**MA-45**	**MA-90**
1	$54,704	$58,123	$61,755	$65,613	$69,713	$74,069	$78,698
2	$55,865	$59,355	$63,065	$67,006	$71,192	$75,641	$80,368
3	$57,051	$60,615	$64,403	$68,427	$72,703	$77,246	$82,073
4	$58,261	$61,902	$65,770	$69,880	$74,247	$78,885	$83,815
5	$59,498	$63,215	$67,166	$71,363	$75,822	$80,560	$85,594
6	$60,760	$64,557	$68,591	$72,877	$77,431	$82,270	$87,410
7	$62,050	$65,927	$70,047	$74,424	$79,074	$84,016	$89,266
8	$63,368	$67,327	$71,533	$76,003	$80,752	$85,799	$91,160
9	$64,712	$68,755	$73,052	$77,616	$82,466	$87,619	$93,094
10	$66,085	$70,215	$74,603	$79,263	$84,216	$89,479	$95,070
11	$67,488	$71,705	$76,185	$80,946	$86,003	$91,378	$97,088
12	$68,920	$73,227	$77,802	$82,663	$87,829	$93,318	$99,148
13	$70,383	$74,781	$79,454	$84,418	$89,693	$95,298	$101,253
14	$71,877	$76,368	$81,140	$86,209	$91,597	$97,320	$103,401
15	$73,401	$77,989	$82,862	$88,039	$93,540	$99,386	$105,595
16	$74,960	$79,644	$84,621	$89,907	$95,526	$101,495	$107,837

EXHIBIT D - Extra Curricular Assignments

All extracurricular positions are subject to Board approval and review. The base salary for calculating payment for extra-curricular assignments shall be equal to the Step 1, BA of the bargained salary schedule.

Remediation Specialists (5)	4%	of base per semester
1 @Grade 2	4%	of base per semester
1 @Grade 3	4%	of base per semester
1 @ Grades 4/5	4%	of base per year
MS program M-F 3-4pm	8%	of base per year
HS program M-F 3-4pm	8%	of base per year
Summer School	6%	of base (20 days @ 2hrs./day)
Middle School Knowledge Bowl Advisor	5%	of base
Middle School Yearbook	5%	of base
MS Activities Coordinator(s) (ASB)	5%	of base
Middle School Interact Club Advisor	4%	of base
HS Activities Coordinator(s) (ASB)	10%	of base
High School Drama Coach	7%	of base/play max of 2*
HS Knowledge Bowl Advisor	5%	of base
Interact Club Advisor	4%	of base
National Honor Society Advisor	5%	of base
Yearbook Advisor		5% of base if class is during the school day, 10% of base if class is outside of school day.
Band Director – see schedule below		

A. 10% To perform regular routine and customary out of school day activities relating to music.
B. 11% Performance in A, plus have Pep Band participation at district level athletic events.
C. 12% Performance in A & B, plus Pep Band participation at state level athletic events.

* If no applicants are found within the district, then the district may open the position to candidates outside the district on a yearly basis only.

Other Extra Curricular Assignments

Class Advisors:

*Freshmen	.75 % of Base	*Sophomore	.75% of Base
*Junior	.8% of Base	*Senior	2% of Base

*To be divided among the two primary class advisors.

EXHIBIT E - Extended & Other Supplementary Certificated Contracts

For the purpose of this contract flat rate pay is thirty-five ($35.00) per hour.

Staff required to move their classroom location at the beginning or end of a school year due to changing schedules or district needs will be paid up to seven (7) hours flat rate for their work outside the contracted calendar. The district maintenance staff shall move any classroom furniture that needs to be relocated.

The following positions shall receive per diem pay for days worked beyond the basic contract provisions.

Employees shall provide written accounting of the days worked or hours worked for less than full days and a general description of work accomplished prior to the final payment of the contract year. Previous payments for extended days for which no accounting is provided shall be deducted from the final payment.

Section l Non CTE certificated extended contracts	Contract Year
Secondary Counselor	10 days**
District Librarian	6 days
Psychologist	3 days

Section 2 CTE certificated extended contracts

	Base days	Club advisor days
Family and consumer science	5 days	8 days
Business Education	5 days	9 days
Agriculture	5 days	12 days
Industrial Arts	5 days	9 days
Robotics	5 days	6 days
CTE Director	10 days	

Club advisor days will be calculated using a formula showing the percentage of students in CTE classes compared to CTE students that are active members in CTE clubs. CTE clubs are FBLA, FFA, Interact, Robotics, and Skills, USA. Club advisor days are figured from the year previous and applied to the current school year and will be adjusted on an annual basis;

**The District may request counselors to perform work outside of the regular contracted number of days per year, provided the assignment is voluntary and paid at the appropriate per diem rate.

Special Education Teachers:
Special Education teachers shall receive forty two (42) hours at per diem pay during the school year to be used for IEP meetings, misc. paper work or attend classes. In lieu of per diem pay, paid substitute release time may be used. In either case the teacher will work directly with the building principal or the program administrator.

EXHIBIT F - Substitute Salary Schedule

Rainier Certified Substitute Salary Schedule

Substitutes performing the duties of certificated staff members shall be paid as follows:

Regular/long term Substitute Assignment:	Day 1-29 = $180.00 per day
Long Term Substitute Assignment:	Day 30-180 =State Salary Schedule based on 1st year teacher (Days shall be consecutive days assigned to the same classroom)

** Rate shall be based upon full day assignment. Substitutes contracted for less than one day shall receive a pro-rated amount.

Rainier School District No. 307

Enrichment Days

4 days (28 hours) -Summer Institute: to be held in August, prior to the school year, and to be comprised of professional development, district directed time, building directed time, and no less than 50% of the structure time to be teacher directed for the purpose of preparing for the start of school.

1 day (7 hours) -District Directed: to be subdivided into hour and used for compensation of teacher for events such as, but not limited to, Back-to-School Night, Winter Concert/Program, 8th Grade Bridge Ceremony, Graduation, etc.

Examples of acceptable use of compensated time shall include but not be limited to the following:

Parent involvement activities Parent education
Collegial planning/study groups Tutoring students
Curriculum preparation/development
Attendance at professional conferences Course work, workshops, and conferences
Developmental screening and district assessment Attending IEP meetings
Start/end of school year planning and preparation

This time sheet is to be used for compensation of time spent on enrichment activities outside the contractual day.
Maximum of 35 hours for each School Year of this Agreement
To be turned in prior to June 30th of each year
Failure to submit this form to the District Office by June 30th will result in a payroll deduction on the July 31st paycheck

Employee Name: **Assignment:** _____

Date:	Hours:	Explanation to include Teacher Directed, Summer Institute & District Directed
	28	**Summer Institute**
	7	**District Directed**

_____ _____
Employee Signature **Date**

District Use:
Total Hours: **35** @ Per Diem Hourly Rate = Total Pay

_____ _____ _____
Authorized Date Account Code

Rainier School District No. 307
Extended CTE Days

Documentation of Supplemental **Extended CTE Days**

The following responsibilities will be a general guideline for the effective and approved use of Supplemental Extended Days within the Career and Technical Education Programs. GTE courses are required by State mandate to include GTE student organization involvement in the programs providing leadership and outside experiences for students. The approved GTE student organizations at Rainier High School are: FFA, FBLA, FCCLA/lnteract, FIRST, and Skills USA.

The use of Supplemental Extended Days must be in support of one of the following criteria:

1. *Home/project visitations*
2. *Development of community programs where 5 or more students are actively involved.*
3. *Supervised leadership activities where 5 or more students are involved*
4. *Material preparation including: curriculum alignment, new course frameworks, and re-approval process of course work*
5. *Attend state meetings, conferences, and competitions*
6. *Advisory Committee meetings*
7. *Professional conferences*
8. *Equipment maintenance and procurement, including supplies for curriculum*
9. *Supervision and/or Leadership of the organization: ·monthly meetings, oversee daily operations of the club, planning of long term operations of the club*

This time sheet is to be used for compensation of time spent on professional activities, mentioned above, which are performed outside the contractual day.

Note: Time and effort recorded as Supplemental Extended Days must not be time whereas the employee is regularly compensated by the district (ex. A teacher may not count time at a conference as supplemental extended time if the district has secured a substitute teacher for them and they are being released from their regular teaching obligations yet still being paid.)

- To be turned in prior to Aug 15^{1h} of each year
- Failure to submit this form to the District Office by Aug 15th will result in a payroll deduction on the August 31st paycheck

---

Date:	Hours:	Explanation of Hours:	Use Criteria:

_____/ _____

Employee Signature Date

District Use:

Total Hours:_____@ Per Diem. Hourly Rate:_____. Total Pay _____

_____ _____ _____

Authorized Signature Date Account Code

PO Box 98, Rainier, Washington 98576 - Telephone (360) 446-2207/FAX (360) 446-2918

EXHIBIT H - CONTRACT WAIVER REQUEST

Date _____

Contract provision(s) to be waived: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Proposed change(s) tothe contract:

_____

_____

_____

_____

Signatures of Superintendent, building principal(s) and REA executive board are required.
Waivers are for that one school year only.

_____ _____

SUPERINTENDENT BUILDING PRINCIPAL

_____ _____

REA PRESIDENT REA VICE-PRESIDENT

_____ _____

REA SECRETARY REATREASURER

Memorandum of Understanding
Between
Rainier School District
And
Rainier Education Association

I. Purpose

This Memorandum of Understanding (MOU) is entered into by and between the Rainier School District ("District") and the Rainier Education Association ("Association") to formalize the agreement regarding 6-12 class size limits calculation for managing employee workload. This agreement is valid for the 2026-2027 school year.

II. Term of Agreement

This MOU is effective for a period of one year, covering the 2026-2027 school year. It shall automatically expire at the conclusion of the school year unless both parties agree to negotiate and extend the terms.

III. Scope of Agreement

The MOU focuses on Article V, Section 2, of the existing collective bargaining agreement concerning Employee Workload, specifically related to class size limits and caps for secondary schools.

IV. Class Size Limits and Class Cap

For the 2026-2027 school year, the following class size limits and caps will be in effect:

1. **General Secondary School Classes (Grades 6-12, 6 Period Day)**
    - **Class Size Limit:** 28 students per class
    - **Class Cap:** 35 students per class
2. **Band Classes (Grades 6-12)**
    - **Class Size Limit:** 40 students per class
    - **Class Cap:** 45 students per class
3. **Physical Education (PE) Classes (Grades 6-12)**
    - **Class Size Limit:** 35 students per class
    - **Class Cap:** 40 students per class

V. Class Count & Verification

1. The class count for the purposes of class size calculation will be determined as of the first school day of each month (4th school day for the month of September), aligning with the building enrollment reporting timeline to the District. Class counts will be verified using enrollment reports submitted by the building registrars.
2. Teachers must report classroom overloads by submitting the Overload Request Form 2026-2027. (https://docs.google.com/forms/d/e/1FAIpQLScP7uSz55dd665KvP2zq1VVPKbgHqxiwEtNPdbISqEFMW5hPQ/viewform?usp=sharing&ouid=117507354534775843628). Submissions will be reviewed and approved by their principal and sent to Payroll for final processing.

3. Teachers must submit their overage report by the 5th of the following month. The District will only process overload payments for the current and previous month. This timeline is necessary to ensure the District can stay on top of budget planning and mitigate classroom overloads as they occur.

4. Multi-Subject / Concurrent Enrollment Counts: For the purposes of determining class size limits and overload eligibility, total class counts are based on the aggregate number of all students assigned to a teacher during a single class period. If a teacher instructs multiple course titles or subjects concurrently within the same period, total enrollment across all assigned rosters for that period will be combined to establish the final count.

VI. Modification and Termination

This MOU may be amended during the 2026-2027 school year by mutual written agreement of both parties. Any modifications to this MOU will be documented in writing and signed by both parties. This MOU will terminate on the last day of the 2026-2027 school year unless bo

VI. Signatories

By signing below, the undersigned agree to the terms and conditions outlined in this Memorandum of Understanding.

For the Rainier School District:

Name: _____
Title: Superintendent
Date: 9/11/26

For the Rainier Education Association:

Name: _____
Title: REA PRESIDENT
Date: 9/11/26