Richland Education Association

Richland School District #400

2025-2028

Certificated Contract

Final Approval: September 2025

Section	Title	Page #
ARTICLE I: ADMINISTRATION		
1A	Definition of Terms	6
1B	Recognition	6
1C	Status of Agreement	6
1D	Contract Compliance	7
1E	No Strike-No Lockout	7
1F	Management Rights	7
1G	Conformity to Law – Savings Clause	7
1H	Printing and Distribution of Contract	7
1I	Funding	7
ARTICLE II: BUSINESS		
2A	Definition of Terms	8
2B	Dues Deduction	8
2C	Association Membership	8-9
2D	Other Deductions	9
2E	Use of Facilities & Services	9
2F	Pay Warrants	10
ARTICLE III: PERSONNEL		
3A	Definition of Terms	11
3B	Employee Rights	11-12
3C	Academic Freedom & Responsibility	13
3D	Grievance Procedure	13-16
3E	Access to Personal Data	16
3F	Certificated Employee Protection	16-17
ARTICLE IV: EVALUATION AND PROBATION NON-TPEP		
4A	Definition of Terms	18
4B	General Criteria	18
4C	Evaluation Formats	18-21
4D	Procedure for Formal Observation	21-22
4E	Procedure for Formal Evaluation	22-23
ARTICLE V: EVALUATION AND PROBATION TPEP		
5A	Purpose	24
5B	Evaluator Qualifications	24
5C	Applicability of Evaluation Processes	24
5D	Professional Development	24-25
5E	Definitions, State Criteria, Framework, and Scoring	25-27
5F	Procedural Components of Evaluation	27-28
5G	Comprehensive Evaluation Process	28-29

5H	Focused Evaluation Process	29-30
5I	Provisional Employees	30
5J	Probation	30-32
5K	Non-Renewal (Discharge)	32
5L	Probable Cause	32
5M	Evaluation Results	32
ARTICLE VI: ASSIGNMENT, TRANSFER AND VACANCY		
6A	Definition of Terms	33
6B	Assignment, Transfer, and Vacancy	33-37
6C	Selection of Personnel	37
6D	Retire/Rehire	37
6E	Itinerants	38
ARTICLE VII: INSTRUCTION		
7A	Definition of Terms	39
7B	Work Day	39-40
7C	Facilities	40-41
7D	Work Load & Class Size	41-42
7E	Elementary and Secondary Paraeducator Time	42-43
7F	Elementary Art, Library, Music, and PE Teacher	43
7G	Multiple Preparations	43
7H	Grading & Promotion	44
7I	Covering Classes	44
7J	Classroom Visitation	44
7K	Certificated Employees' Responsibilities Regarding Paraeducators	44-45
7L	Student Teachers	45
7M	Student Discipline	45-46
7N	Developing and Exploring Curriculum	46
7O	Professional Cooperation Agreement	46-47
7P	Professional Staff Development	47
7Q	Teacher’s Assistance Program (TAP)	47
7R	Lesson Plans	47
7S	Delta High School	47-48
7T	Professional Learning Communities	48-49
7U	Alternative Learning Experience (ALEs)	49-51
7V	Itinerants	51
7W	Co-Teaching	51-52
7X	College in the Classroom	52
ARTICLE VIII: SPECIAL EDUCATION AND SPECIAL PROGRAMS		
8A	Definition of Terms	53
8B	Special Services Workload	53-54

8C	Paraeducator Time	55
8D	Overload Calculation and Payment	55-56
8E	Planning Time	56
8F	Incentive Pay	56
8G	Facilities and Workspace	56
8H	Multilingual Learners (ELL); Title I; Learning Assistance Program (LAP)	57
8I	Twin Rivers Group Home	57
8J	ECEAP	57-58
8K	District Curriculum	58
8L	Board Certified Behavior Analyst (BCBA)	58
8M	Co-Teaching	58
ARTICLE IX: CERTIFICATED CONTRACTED DAYS, SALARY AND BENEFITS		
9A	Length of Contract	59
9B	Certificated Salary	59-60
9C	Extra Service Periods	60
9D	Mileage Reimbursement	60
9E	Split Assignments	60
9F	Insurance Benefits	61
9G	Teacher Bonuses	61
9H	Retirement Incentive	62
ARTICLE X: SUPPLEMENTAL CONTRACTS		
10A	Stipends & Extra Duty Contracts	63
10B	Department Heads & Grade Level Chairs	63-64
10C	Extra Duties, Committees, and Curriculum Work	64
10D	Supplementary Contracts - Differential Salaries	64
10E	Supplemental Days	64-65
10F	Itinerants	65
10G	Summer School	65
10H	Career & Technical Education (CTE)	66
10I	Teacher Release Time	66
ARTICLE XI: TEACHERS ON LEAVE FROM CLASSROOM ASSIGNMENTS		
11A	Dean of Students	67
ARTICLE XII: LEAVES, BEREAVEMENT, SHARED ASSIGNMENT		
12A	Leaves	68-74
12B	Shared Assignments	74
ARTICLE XIII: REDUCTION IN FORCE (RIF)		
13A	General Conditions	75
13B	Layoff Conditions	75
13C	Placement Criteria	75
13D	Reduction Procedure	75

13E	Layoff Provisions	75-76
13F	Recall	76
ARTICLE XIV: SUBSTITUTE TEACHERS AND LONG TERM SUBSTITUTES		
14A	Definition of Terms	77
14B	Substitute Priority Procedure	77
14C	Daily Rate of Pay	77
14D	Replacement, Substitutes, and Long Term Substitutes	77-78
ARTICLE XV: CALENDAR		
15A	*Definition of Terms*	79
15B	*Perpetual Calendar*	79
15C	*Emergency School Closure and Delayed Opening*	79
ARTICLE XVI: DURATION		
16A	Duration	80
APPENDIX A: EVALUATION FORMS		
A-1	Teacher Professional Growth Summary	82
A-2	Teacher Professional Growth Plan	83
A-3	Teacher Evaluation Summary	84
A-4	Observation Worksheet	85-56
A-5	TPEP Comprehensive Summative Form	87
A-6	TPEP Focused Summative Form	87
A-7	Counselor Evaluation Summary	88
A-8	Counselor Evaluation Observation Worksheet	89-91
A-9	Librarian Evaluation Summary	92
A-10	Librarian Observation Worksheet	93-96
A-11	Psychologist Evaluation Summary	97
A-12	Psychologist Observation Worksheet	98-100
A-13	SLP Evaluation Summary	101
A-14	SLP Observation Worksheet	102-105
A-15	Therapist Evaluation Summary	106
A-16	Therapist Observation Worksheet	107-109
A-17	Social Worker Evaluation Summary	110
A-18	Social Worker Observation Worksheet	111-113
A-19	Nurse Evaluation Summary	114
A-20	Nurse Observation Worksheet	115-116
A-21	WSLP Evaluation Summary	117
A-22	WSLP Observation Worksheet	118-120
APPENDIX B: SALARY SCHEDULES		
B-1	Salary Schedule 2025-26	122-123
B-2	Salary Schedule 2026-27	124-125
B-3	Salary Schedule 2027-28	126-127

APPENDIX C: FORMS		
C-1	Time Agreement Verification Form	129
C-3	Grievance Form A	130
C-4	Grievance Form B	131
APPENDIX D: MEMORANDUMOF UNDERSTANDING (MOU) / LOA'S		
D-1	Supplemental Contracts for Counselors Hired before 1999 MOU	133
D-3	SEL 2025-2028 MOU	134-136
D-4	MLL/Dual Language Letter of Agreement	137
D-5	Special Education Paraprofessional Time 2025-2026 MOU	138-39
APPENDIX E: CALENDAR		
E-1	2025-25 RSD Calendar	141
E-2	Conference Protocols	142

PREAMBLE

This Contract Is Made and Entered Into By And Between The Richland School District #400, and the Richland Education Association. It has been negotiated pursuant to the appropriate RCW or WAC.

ARTICLE I - ADMINISTRATION

SECTION 1A. Definition of Terms

A. The term "**District**" shall mean Richland School District No. 400, Richland, Benton County, Washington.
B. The term "**Board**" shall mean the Board of Directors of the District.
C. The term "**Association**" shall mean the Richland Education Association.
D. The term "**Parties**" shall mean the District and the Association.
E. The term "**Agreement**" shall mean this collective bargaining agreement.
F. The term "**WAC**" shall mean the Washington Administrative Code.
G. The term "**RCW**" shall mean the Revised Code of Washington.
H. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
I. The term "**contract**" (lower case) shall mean the individual contract issued to each employee pursuant to the appropriate RCW or WAC.
J. The term "**employee**" shall mean each employee (member) represented in the bargaining unit holding valid certification for the State of Washington and currently employed by the District.
K. The term "substitutes", including "casual" and "long-term" substitutes, are defined in Article XIV of this Agreement and are only able to access contractual benefits explicitly defined in Article XIV.
L. The term "**levy"** shall mean a way to impose or collect a tax for the benefit of District projects and support.

SECTION 1B. Recognition

A. The District recognizes the Richland Education Association as the sole and exclusive bargaining representative for all certificated employees of the District, included in the bargaining unit as defined in paragraph B of this Section for the purpose of collectively bargaining for those represented employees in the areas of wages, hours, terms, and conditions of employment as provided in RCW 41.59.

B. The bargaining unit shall consist of all the regular, full-time employees and those regular, part-time employees who are on regular contract with the District and have been assigned at least one (1) hour per day of certificated work covered by this Agreement for at least twenty (20) consecutive days as provided in Article XIV Section 14.D. . Certificated employees not subject to the terms and conditions of this Contract shall include:

1. Superintendent
2. Deputy Superintendent(s) and Assistant Superintendent(s)
3. Principal(s) and Assistant Principal(s)
4. Executive Director(s), Director(s) and Assistant Directors
5. Administrative Coordinator(s) and Program Coordinators
6. Supervisors and Administrative Assistants

C. Positions which may be created, added or substantially restructured during the duration of this agreement shall be set forth in a job description and submitted to the Association at least five (5) contract days prior to posting, for discussion prior to inclusion or exclusion in the bargaining unit and to negotiate wages, hours, and conditions of employment.

SECTION 1C. Status of Agreement

A. This Contract shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms.

B. Those rules, regulations, policies, resolutions, or practices of the District not in conflict with this Contract may be amended, rescinded, or otherwise modified by the Board.

SECTION 1D. Contract Compliance

A. All individual employee contracts of employees represented by the Association shall be subject to and consistent with Washington State law and the terms and conditions of this Contract. Any individual employee contract hereinafter executed shall indicate that it is subject to the terms of this and subsequent contracts between the Board and the Association. If any individual employee contract contains any language inconsistent with this Contract, this Contract during its duration shall be controlling.

B. This Contract shall be governed by the statutes of the State of Washington, valid provisions contained in the Washington Administrative Codes, and applicable Federal law, if any.

SECTION 1E. No strike-No lockout

A. The parties agree that during the term of this Contract there shall be no strike or other economic action by the Association and there shall be no lockout or other economic action by the District. In case of an impending statewide work stoppage, the Association and the District will meet to consider modifying the school calendar.

SECTION 1F. Management Rights

A. The right to manage the District and to direct its employees and operations is vested in and retained by the Board, except as this right is limited by this Contract.

B. No Board policy may be adopted which is inconsistent with the terms of this Contract during the life of the Contract, or which impacts on wages, hours, terms, and conditions of employment.

SECTION 1G. Conformity to Law—Savings Clause

A. If any provision of this Contract between the Association and the Board, or any application of this Contract shall be found contrary to law by a court having jurisdiction, such provisions or applications shall be deemed not valid and shall not be performed or enforced except to the extent permitted by law. Any provision of this Contract found contrary to law shall be subject to appropriate negotiations between the Association and the Board as is permitted by law.

B. In the event that any provision of any Contract between the Association and the Board is or shall at any time be determined to be contrary to law, all other provisions of such Contract shall continue in effect.

SECTION 1H. Printing and Distribution of Contract

A. The negotiated Contract will be typed by the District after editing and review by the District and Association facilitators.

B. Approved by the Association and the Board.

C. Printed by the District and the Association, with each party sharing equally in the costs.

D. The District will supply sufficient copies of the contract for the Association to distribute one to each member of the bargaining unit.

E. Thirty-five (35) print copies shall be provided to the Association.

F. Copies of the Contract will be distributed within thirty (30) days after the Parties have approved the proof copy.

G. The Contract shall be available for inspection by applicants for employee positions at the Personnel Office.

SECTION 1I. Funding

A. Double Levy Loss: If a double levy loss occurs or ten (10) percent or more of state revenue is lost, all economic provisions of this Agreement shall be reopened within ten (10) days of such awareness. Negotiations shall be concluded within twenty (20) days thereafter. If no agreement is reached within said period, the District shall take appropriate action.

ARTICLE II – BUSINESS

SECTION 2A. Definition of Terms

A. The term **"member(s)"** will refer to each individual employee represented in the bargaining unit.
B. The term **"fair share representation"** will mean a fee that is regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit pursuant to the appropriate RCW.
C. The term **"pay warrant"** will mean a voucher (check) authorizing payment to Association members for services provided.
D. The term **"non-political"** will mean not to influence, be connected with, or request support for political matters and/or candidates.

SECTION 2B. Dues Deduction

A. On or before September 1 of each school year, the Association will give written notice to the District the dollar amount of dues and fees of the Association, including the National Education Association and the Washington Education Association, to be deducted in the coming school year through automatic payroll authorization.
B. The deductions authorized above will be made in twelve (12) equal amounts from each pay warrant beginning the pay period in September through the pay period in August of each year.
C. Certificated employees who commence employment after September or terminate employment before June will have their deductions pro-rated at one twelfth (1/12) of the total annual amount for each month the employee is employed.
D. The District will promptly remit to the Association all dues monies so deducted on a monthly basis, accompanied by a list of employees from whom the deductions have been made.
E. No employee will have any claim or action against the District for the District's deduction of dues and/or fees provided for in this Section, except where there has been an error in the amount deducted.
F. The Association agrees to reimburse any employee from whose pay excess dues and/or fees were deducted as a result of an error in the amount deducted, provided the Association actually received the excess amount.
G. Within ten (10) days of their commencement of employment, certificated employees may sign and deliver to the Board an Assignment of Wages Form, which will authorize deduction of membership dues and fees of the Association (including the National Education Association and the Washington Education Association).
    1. Such authorization will continue in effect from year to year unless a written request of revocation is submitted to the Board and the Association, signed by the employee, and received between August 1 and September 20, preceding the designated school year for which revocation is to take effect.
    2. Each month during the school year, the Association agrees to provide the Board with the names of those employees who have joined the Association and paid its dues and fees by means other than through payroll deduction.
H. The Association's authorization of payroll deduction form will clearly state that it will be understood by the employee signing the authorization that continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for authorizing payroll deduction, and that exceptions based on hardship or emergency will be adjudicated by the Association.
I. In the event an employee who is a member of the Association is granted a leave of absence without pay, the authorization will be temporarily suspended during the period of leave and will be reactivated upon return from the leave of absence.

SECTION 2C. Association Membership

A. The rights of employees to self-organization, to form, join, or assist employee organizations, to bargain collectively through representatives of their own choosing are defined in the Chapter 41.59 RCW, The Educational Employment Relations Act.
B. No employee will be required to join the Association.

C. Dues paying members in the Association may fully participate in all matters pertaining to collective bargaining and permit the District to deduct from salary, wages, or other sums due virtue of employment, the amount of dues for membership in the Association.
    1. Dues paying members are entitled to vote in all Association elections.
    2. Dues paying members are entitled to free professional development and clock hours opportunities provided by the Association.
    3. Dues Paying members are entitled to liability protection and free legal services provided by the Association.

D. The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to any deductions made pursuant to this Section.

E. By October 1st of each year, the District shall provide the Association a list of employee information to include the following information, if gathered from employees and retained in the District's Human Resources Information System:
    1. Contact information for newly hired and assigned employees including employee name, assignment, work site, full-time equivalent (FTE), home address, home phone numbers, and email address.

F. By November 1st of each year, the District shall provide the Association:
    1. Employees on non-continuing contracts and
    2. Employees teaching with conditional certifications.

G. The District will provide the Association copies of monthly personnel action reports showing new hires upon approval by the Board.

H. The District will provide the Association with access to each new employee for a minimum of 30-minutes for the purpose of providing orientation, presenting this Agreement, outlining the role of the Association, answering questions, and soliciting membership to the Association.

SECTION 2D. Other Deductions

A. In addition to the currently approved and authorized payroll deductions (TSA's, United Way, etc.), the District agrees to provide for payroll deductions and deposits to approved and authorized credit unions and banks.

SECTION 2E. Use of Facilities and Services

A. The Association may use District school buildings for the purpose of meetings and for transaction of Association business in accordance with established Board policy provided that such meetings and business shall not interfere with District educational programs. All meetings shall be arranged in advance in accordance to District policies. Charges and fees that may be assessed in a like manner as assessed to other in-district educational groups.

B. The Association may post notices of their activities and matters of Association concern on a designated bulletin board provided in each faculty lounge of each building. Association material shall be clearly marked as such. All postings shall be of a non-partisan nature.

C. The Association may use the intra-District mail and e-mail services for non-political communications to employees. Association mail shall be clearly marked as such. The REA mailbox shall be located at the Administration Building.

D. The Association will have the right to solicit membership and collect membership dues and assessments within the buildings of the District.

E. The Association will have the right to use the network, which includes the local Richland School District computer network as well as the Internet in support of education and research that is consistent with the mission of the District. The District reserves the right to remove the user account if it is determined that the user is engaged in unauthorized activity or is in violation of the Teaching Code of Ethics.

SECTION 2F. Pay Warrants

A. Employees represented by the Association shall be informed by the District of the following options regarding their monthly pay warrant:
    1. The employee may receive his/her pay warrant directly.
    2. The employee may authorize the District to directly deposit the monthly warrant to a bank, credit union, or savings institution of the employee's choice.

B. At the option of the employee, payment for extra-duty responsibilities will be made in one of two ways:
    1. Over the remaining months of the teaching contract, commencing with the start of the activity. Payments over the remaining months will have the IRS withholding at the rate specified by law.
    2. In a lump sum payment when the activity has been completed. Payments in lump sums will be paid during the next pay period following the completion of the activity. IRS withholding will be at the rate specified by law.

C. Pay warrants shall be distributed in such a way as to insure privacy.

ARTICLE III – PERSONNEL

SECTION 3A. Definition of Terms

A. The terms "harassment" and "sexual harassment" are defined in District policies #3207 and #5270 pursuant to the appropriate RCW and/or WAC. Board policies are available at: https://app.eduportal.com/publicfolders/1095333/list/62075.

B. "Interference" is defined as an action "to interfere with, restrain, or coerce employees in the exercise of their collective bargaining rights."

SECTION 3B. Employee Rights

A. **Personal Freedom:** Certificated employees are entitled to the full rights of citizenship and the exercise thereof shall not be grounds for any disciplinary or discriminatory action. The appropriateness of employees exercising full political rights and responsibilities outside of the classroom is acknowledged.

B. **Non-Discrimination:** There shall be no discrimination against any employee by reason of race, creed, color, marital status, sex, age, national origin, honorably discharged veteran or military status, sexual orientation including (gender expression or identity) or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal for a person with a disability.

C. The rights granted to an employee hereunder shall be deemed to be in addition to those provided elsewhere.

D. **Right to Join and Support Association:** Every employee of the District shall have the right to self-organization, to form, join, or assist the Association to bargain collectively. The District or the Association shall not directly or indirectly discriminate against any employee by reason of that employee's membership (or non-membership) in the Association or their participation in any grievance, complaint, or proceeding under this Agreement. Every employee shall have the right to raise question(s) or voice objection(s) without fear of interference or discrimination as defined within this CBA. Every employee shall have the right to communicate with the Association for purposes of representation without fear of interference or discrimination as defined within this CBA.

E. **Harassment:** Any form of harassment of individuals is prohibited in the workplace by any person and in any form at any time. The District and the Association are committed to a working and learning environment that is free of discriminatory intimidation. Harassment is illegal discrimination and will not be tolerated. In the event that a claim of illegal harassment is substantiated, the District will take prompt and appropriate remedial action which may include separating the harasser and the victim. Refer to District Policy #'s 3207 and 5270.

F. **Right to Due Process:**

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, non-renewed or discharged without just cause.

    a. 2. Whenever any employee is required to appear before his/her immediate supervisor, Superintendent, Board of Directors, or any committee or member thereof concerning any matter which adversely affects the contract status of that employee within the meaning of the appropriate RCW in his/her position of employment. The employee has the right to representation in any meeting with the District or its designee when the employee reasonably believes the meeting may result in disciplinary action. The District will accommodate the employee's choice of representative, provided that no meeting shall be delayed more than two (2) days in order for the employee to secure such representation. Extensions to this timeline are by mutual agreement. The following additional protections shall apply to such meetings: Every effort will be made to resolve all complaints at the lowest level through communication between the employee and the individual making the complaint.

    b. The Employee shall be given prior written notice of the reasons for such meeting or interview and will be advised of the right to an Association representative at any meeting that the administrator reasonably believes may lead to disciplinary action.

    c. The Employee shall be entitled to have a representative of the Association present to advise and represent the employee during such meetings or interviews.

    d. Any suspension of a teacher pending an investigation for potential charges shall be with pay, provided that the teacher remains available and willing to attend work.

e. Any complaint not called to the attention of an employee may not be used as the basis for any disciplinary action against the employee.

3. If a complaint is not resolved through informal discussion and is elevated to the employee's immediate supervisor, the supervisor will document the complaint and attempt to resolve the issue by facilitating a meeting between the employee, the individual making the complaint, and the supervisor. This meeting will take place within fifteen (15) days of the completion of informal communication and will be documented in writing by the immediate supervisor.

4. Any complaint, with the exception of those involving criminal activities, not discussed with the employee and his/her immediate supervisor prior to consideration by the superintendent or board may not be used as the basis of any disciplinary action against the employee.

5. If a complaint is not resolved through discussions with the employee, immediate supervisor and individual making the complaint, the individual may then forward the complaint to the superintendent or designee.

6. The superintendent or designee shall resolve the matter after a conference with the individual making the complaint, the immediate supervisor, and the employee.

7. The superintendent or designee's decision may be appealed to the board. Such appeals shall be handled in executive session in the presence of the employee. Formal action by the board, which may affect the contract status of the employee within the meaning of the appropriate RCW/WAC, shall be in compliance with state law and this contract.

8. Any disciplinary action shall follow the standards of Due Process.

a. First Offense: verbal warning with documentation by summary memo, not to be placed in employee's personnel file.
b. Second Offense: written reprimand; copy placed in personnel file.
c. Third Offense: one-day suspension without pay.
d. Additional offenses may result in further unpaid suspension and/or other appropriate discipline.
e. Serious violations of policy and/or professional conduct may result in discharge or non-renewal with notification to OSPI Office of Professional Practice as required by law. The Code of Conduct for certificated employees can be found at http://www.k12.wa.us/ProfPractices/CodeConduct.aspx.

9.

10. Employees may request that disciplinary actions, letters, etc. be removed from their personnel file after two (2) years from the date of placement in the file. Employees should submit the request in writing to the District, Attention: HR. The request will be granted unless similar incidents have occurred within the time period since the initial action. Disciplinary action related to violations of the Code of Professional Conduct or Sexual Misconduct regulations will remain in the employee's personnel file for a minimum of five (5) years and will not be removed, sealed or expunged from the District's files.

G. **Solicitation among Certificated Employees:**

1. The District recognizes and participates in the "United Way" fund raising or charitable and civic purposes. The District also participates in the program for the sale of U.S. Savings Bonds and levy contribution. No other solicitations may be conducted among District employees during working hours, either by employees or non-employees. Any exception to this provision requires approval of the Board of Directors.

2. No employee shall be coerced in any manner to participate in any campaign.

3. Within definitions of this provision, "solicitations" include organized requests for donations or contributions and the sale of books, magazines, stocks, insurance, lottery tickets, or any similar material not related to the profession.

H. **Gratuities:**

1. Certificated employees shall not accept any gratuity or special favor from individuals with whom the District is doing business or proposing to do business when such circumstances might reasonably be interpreted as an attempt to influence the recipients in the conduct of their work.

2. Neither shall an employee offer any favor, service, or thing of value with the intent to obtain special advantage from such business firms or individuals.

SECTION 3C. Academic Freedom and Responsibility

A. The employee must be free to think and to express ideas, free from unwarranted pressure of authority, and free to act within his/her professional group, subject to the limitations imposed by the basic responsibility of the employee to the District's educational program.

B. Methodology and style of teaching shall not be restricted provided such is appropriate to the level and/or subject being taught. Methodology of teaching will be considered to be means of instruction that reasonably provide for teaching within instructional standards in conformance with District and Washington State requirements as well as for suitable teaching activities leading to attainment of those standards. Standards as referenced herein shall relate directly to the District-adopted curriculum.

C. District wide curriculum, assessment, or student/parent reporting systems shall not be used to limit or require specific instructional practices, grading procedures, or methodologies. Where curriculum adoptions contain specific technology components, these components will be utilized appropriately as part of the curriculum. Employees will be expected to use and integrate such technology to the extent deemed appropriate in their professional judgment.

D. The principle of academic freedom for employees will not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:

1. a commitment to democratic tradition as our way of life and the methods implied in implementing this end;
2. concern for the welfare, growth, and development of children;
3. an insistence upon objective scholarship.

E. The conception and implementation of School Improvement Plans (SIP) must follow WAC 180-16-220.

SECTION 3D. Grievance Procedure

A. **Definitions**

1. The "grievant" is the employee, employees, or the Association claiming a violation of a specific provision or provisions of the Collective Bargaining Agreement and/or Board policies and submitting a grievance for resolution through the grievance procedure.
2. The "affected employee(s)" is/are the employee or employees for whom remedy will be applied through the grievance process.
3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. A "contract day" is any duty day in which members of the bargaining unit are required by contract to render service.
5. "Grievance" shall mean a written statement by a grievant(s) that there has been a violation, misinterpretation, or misapplication of the express terms of this Agreement or that there has been a disagreement concerning the application of Board policy.

B. **Purpose:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to alleged violations of this Agreement that may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. **Procedure**

1. Level One Immediate Supervisor
   a. An employee making a grievance shall present in writing to their immediate supervisor the grievance form within thirty (30) contract days following the occurrence of the violation or alleged violation of this Agreement. If the Association is notified by the employee of a contract violation, the Association shall have thirty (30) contract days following notification to file the grievance or sixty (60) contract days from the date of the occurrence of the violation, whichever occurs sooner.
   b. The immediate supervisor shall meet with the grievant within five (5) days of receipt of the grievance to discuss the alleged violation of the Agreement. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.

c. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five (5) days of such meeting, the grievance may be appealed in writing to Level Two, with a copy simultaneously provided to the Association. The Level Two grievance shall be filed in writing with the Superintendent within five (5) days of the grievant's receipt of the Level One response.

2. Level Two Superintendent
   a. The Superintendent or his/her designee shall meet with the grievant and/or designated Association Representative within five (5) days of receiving the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within five (5) days of such meeting.
   b. If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days of the Level Two meeting, the grievant may request the Association to submit the grievance to Level 3 (Appeal to the Board) or Level 4 (Binding Arbitration).
3. Level Three Appeal to Board ("or" Level Four Binding Arbitration)
   a. If the grievant(s) is/are not satisfied with the disposition of the grievance at Step 2, or if the Superintendent or his/her designee have not provided a written decision within the time limits prescribed in Step 2, then the grievant or the Association acting at the request of the grievant(s) may request a meeting with the Board of Directors.
   b. If a request for a meeting with the Board (or request for Binding Arbitration) is not delivered to the Superintendent within ten (10) contract days after the decision described in Step 2, then the grievance will be deemed withdrawn.
   c. The Board of Directors shall meet with the grievant(s) and the Superintendent within fifteen (15) contract days after the Superintendent receives a written request for such a meeting.
   d. Within ten (10) contract days after such meeting, the Board shall render a final written decision respecting the grievance.
4. Level Three (or Four) Binding Arbitration
   a. If the Association proceeds to arbitration, it shall notify the District in writing within ten (10) days of receiving the Board's written decision or Step 2 response letter. Within ten (10) days of such notification, unless an agreement is reached to pursue voluntary mediation as set forth in Subsection 5, below, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association (AAA). The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.
   b. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusion of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. The Arbitrator shall be without power or authority to add to, modify, or detract from this Agreement or to render a decision on any matter not specifically covered by this Agreement. The arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper and consistent with this Agreement. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises to the arbitrability of the grievance, such question may be submitted to the arbitrator by consideration of written submissions prior to the hearing on the merits, or may, at the arbitrator's discretion, be reserved for decision at the same time as the decision on the merits is issued.
   c. Any employee receiving notification of non-renewal of contract, discharge, or adverse effect may elect to have the matter heard by either a hearing officer in accordance with the appropriate RCW or an arbitrator in accordance with the grievance procedure, but not both.

Any matter related to the non-renewal of a provisional employee is subject only to the procedures set forth in RCW 28A.405.220 as now existing or hereafter amended.

d. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, including release-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party calling the witness or otherwise incurring the expense.

5. Mediation

a. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance may be referred to grievance mediation by mutual agreement.

b. Upon agreement to mediate, the Association shall request that a conciliator/mediator from the Federal Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

c. The District, grievant and Association shall meet with the mediator at a mutually agreeable place and time for the purpose of resolving the grievance. Either party may terminate the mediation process at any time by written notice to the other party, in which case the grievant may advance the matter to arbitration within ten (10) days of such notice being received.

d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

D. **Time Limits**

1. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
3. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein may be reduced by mutual agreement so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.
4. The failure of the grievant to meet any of the timelines set forth in this Article for the filing or advancement of grievances shall result in the grievance being deemed to have been waived. The failure of the District to respond in a timely manner at any level shall entitle the grievant to advance the grievance to the next level of the grievance procedure.

E. **Rights of Representation**: A grievant may be represented at all stages of the grievance by an Association representative(s).

F. **No Reprisals**: No reprisals of any kind will be taken by the District or by the Association, or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

G. **Miscellaneous**

1. The grievant or Association may initiate a grievance at Level Two if (a) the grievance arises from action or inaction of the District above the principal or immediate supervisor, or (b) the grievance asserts the existence of an immediate and continuing threat to the safety and welfare of staff or students. If after reviewing such a grievance the Superintendent or designee believes it would more appropriately commence at a lower level, the grievance may be referred back to Level One.
2. When it is necessary for the Association President to attend a grievance meeting or hearing during the day, she/he may be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested by the District to appear in such investigations, meetings, or hearing as a witness will be accorded the same right.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and Association and attached to this Agreement as appendices.
5. Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration or mediation, or at any other mutually agreed step.
6. A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to present and state its views at all grievance meetings. Any agreement reached with a grievant without the knowledge of the Association shall be binding only upon the specific grievant and shall not be considered binding upon the Association in future cases.

H. **Expedited Arbitration**: At the option of the Association or District, or by mutual agreement, the arbitration may be held under the Expedited Rules of the American Arbitration Association.

SECTION 3E. Access to Personal Data

A. The District personnel file(s) on any employee in the possession of the District, its employees, or agents shall not be withheld at any time from the inspection of the employee, pursuant to appropriate RCW/WAC.

B. College and/or university credentials, which are retained by the District, are subject to review by the employee under the appropriate RCW/WAC.

C. The employee(s) shall be notified within five (5) school days of additions to the employee's personnel file if such additions are derogatory. The employee shall be allowed to attach a written comment to any material in his/her file.

D. The District will honor requests for information about present and former employees if requests are made or approved by the employee and are not foreseen to be detrimental to the District.

E. For employment purposes, the listing of the District as a reference source or employer shall constitute an authorization for the District to release personnel information.

F. No secret, duplicate, alternate or other personnel file shall be kept by the District except that a separate working file may be kept by the individual building principal or other designated evaluators. Such files shall be open for inspection by the employee. No information contained in this file without the employee's knowledge may form the basis for any reprimand, warning, discipline, or adverse effect, unless said information was transmitted to the personnel file within the same school year it was obtained. The evaluator's file is not part of the personnel file and all materials not transmitted to the permanent personnel file shall be destroyed or appropriately disposed of one calendar after the date of a specific incident. Archived investigation notes and materials in the Human Resources Department are exempt from the parameters of this section.

SECTION 3F. Certificated Employee Protection

A. The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse that employee while he/she is performing contracted duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the County Prosecutor for purposes of processing the case. The District expects that employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

B. The District agrees to provide reimbursement to staff for loss of personal property or damage thereto when damage or loss occurs when the property is located on the grounds or buildings of the school district for purposes related directly to job-related responsibilities. Such property shall be registered with the Building Principal upon entry and notification shall be given to the office when the personal property is removed from the employee's assigned area of work. Such obligations shall be limited to a maximum claim of five hundred dollars ($500) per employee in any school year or two hundred fifty dollars ($250) per incident.

1. The District agrees only to pay losses to personal vehicles under the deductible clause of the employee's personal vehicle insurance up to $500. This coverage will exist for personal vehicles while they are located on school property while the employee is involved in school activities or school business.

2. Other items of personal property will be covered as stated in paragraph B only after they have been listed and registered, giving a reasonable replacement cost, with the Building Principal. In the event that the Principal determines that the District should not be responsible for damage or loss of certain personal items, he shall so notify the employee. Effective upon delivery of such notice, the District shall assume no responsibility with respect to any such item. Employees are encouraged to seek approval of the Principal prior to bringing personal property to school.

3. If any damaged or lost item is insured under personal insurance policies, the District shall be responsible for that portion of reimbursement not obtained from such carriers up to the limits of coverage set forth in this Section. In no case will the District accept liability for lost cash, checks, money orders, or jewelry.

4. The employee must report the theft, vandalism, or assault to the appropriate police officials within seventy-two (72) hours of knowledge of the incident.

C. The Board will maintain a public liability insurance policy that will provide coverage for employees of the District for liability incurred by the employee while acting as an agent of the District within the scope of employment.

D. Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary for the period of his/her absence to the limit of his/her accumulated sick leave less the amount of any workmen's compensation award made for disability due to said injury. Such absence will be charged to the employee's annual or accumulated sick leave in a pro-rated amount as workmen's compensation bears to the employee's daily sick leave.

E. An employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor.

1. The supervisor shall notify the Superintendent and if necessary, the police.

2. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety.

3. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.

F. In the event that the District, or any administrative staff, becomes aware of a threat made to an employee's life or personal property; the threatened Employee shall be immediately notified (before the end of the workday that the threat becomes known).

1. The student making the threat will be immediately suspended or removed from any classes with the teacher until the matter has been thoroughly investigated; the administration, parents, and law enforcement notified; and it is determined that no danger to the certificated staff member or property remains.

2. Immediate steps will be taken, in cooperation with the employee, to provide for the employee's safety.

3. The administrator and affected employee will determine whether the entire staff of the school where the student resides will be notified of the nature and severity of the threat, and the measures taken to ensure safety.

G. In the event that a student brings a life-threatening weapon onto school property the staff shall be apprised, in a timely manner, of the situation and the steps taken by administration to intervene and assure safety to students and staff.

H. In the event that a student makes a threat to the life of another student, the staff will be notified of the threat and intervention steps taken.

I. A student's prior criminal history shall be provided to any certificated staff who has regular contact with that student prior to their enrollment in the school pursuant to the appropriate RCW or WAC.

J. Schools will request student records of disciplinary action for all newly enrolled students pursuant to the appropriate RCW or WAC.

ARTICLE IV - EVALUATION AND PROBATION NON-TPEP

Certificated Employee Evaluation Procedure

All employee evaluations shall be conducted in accordance with the appropriate RCW and/or WAC and this agreement. The intent of this Article is to cover the evaluation procedures for all employees not required by statute to be evaluated using a four-tiered rating scale and an instructional framework ("TPEP"). Any employee not on TPEP will be evaluated using the terms of this Article.

For employees required to be evaluated using the four-tiered rating scale and an instructional framework consistent with the TPEP process, please see Article V of this Agreement.

SECTION 4A. Definition of Terms.

A. The term **"Observation"** shall mean the actual viewing by the evaluator of the employee working in assigned areas during a specific period of time as part of the evaluation process. Documentation of the observation will be on the Teacher's observation worksheet.
B. The term **"Evaluation Process"** shall mean that process which begins with the distribution of evaluation criteria be evaluators to each employee at the beginning of each school year. The process ends with the placement of the Evaluation Report into the employee's personnel file.
C. The term **"Evaluator"** shall mean the building principal or supervisor of the employee being evaluated, provided that assistant principal(s) may serve under the direction of the building principal as evaluator.
D. The term **"Final Evaluation"** shall mean a summary document of the results of observation(s) of the employee during the evaluation process, as well as performance of other professional duties in the school setting, which becomes a permanent part of the employee's personnel file.
E. The term **"Series"** shall mean a number of observations coming in succession.
F. The term "**TPEP"** shall refer to the Washington State Teacher/Principal Evaluation Process as defined by statute.

SECTION 4B. General Criteria

A. **Purpose:** The primary purpose of evaluation is to increase opportunities for pupil learning through improvement of professional instruction and performance.
B. **Conduct of the Evaluation:** A principal or an administrative designee will evaluate all certificated personnel in the school.
C. **Use of Evaluation Results:** The evaluation process shall provide the official means for recognizing levels of performance and encouraging improvement in specific areas through systematic assessment.
D. **Forms** used to evaluate certificated staff are the Professional Observation Form and the Teacher Evaluation Summary. The specific criteria used in observations and evaluations are found in Appendix A.

SECTION 4C. Evaluation Formats

A. **Provisional Status:**
    1. Provisional status shall include all certificated staff who meet the definition of provisional employees under RCW 28A.405.220, as now existing or hereafter amended. Provisional status generally applies during the first three (3) years of employment, unless the employee has previously completed at least two (2) full years of certificated employment in another school district in the state of Washington, in which case provisional status applies during the employee's first full year of employment at the District.
    2. Staff on provisional status will be on the standard plan of observation and evaluation. See Section 4.C.C.
    3. The maximum number of formal observations or series of formal observations for an employee on provisional status shall be five (5) in one contract year; at least two (2) school weeks shall elapse between the observations.
    4. Newly hired provisional employees shall be observed at least once with a minimum observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.
B. **Standard Form**

1. The number of observations may vary according to individual employee needs. Total observation time in this category shall not be less than sixty (60) minutes for each school year.
2. Evaluators shall conduct at least two (2) formal observations per school year, one in each semester, unless documented extenuating circumstances exist.
3. The maximum number of formal observations or series of formal observations shall be five (5) in one (1) contract year. Employees on Probation as defined in Section B of this Article are exempt from this provision.
4. Additional formal observations may be scheduled upon mutual agreement between the employee and evaluator.
5. Standard evaluation forms are found in Appendix A

C. **Short Form:**

1. After an employee has four (4) satisfactory evaluations under the current standard evaluation process, an employee with the endorsement of the building principal may elect to go on the short form method of evaluation.
2. If the building administrator denies participation in a short form evaluation by a staff member, the reasons shall be stated in writing.
3. Employees new to a building or to the District will be on the Standard Evaluation format for their first year. They may request to go on the short form format the next year, if they meet the requirement of having four (4) total previous years of satisfactory evaluations.
    a. Employees with at least three (3) years of District experience who transfer into a newly-opening, brand new school may be exempted from this requirement.
4. Short-form evaluation forms are found in Appendix A.

D. **The short form evaluation shall consist of either:**

1. A formal observation or series of observations, totaling at least thirty (30) minutes during the school year with a written summary, or
2. At least two (2) observation periods during the school year totaling sixty (60) minutes without a written summary of such observations being prepared and a final written evaluation using the regular criteria.
3. The standard evaluation process shall be followed at least once every sixth (6^{th}) year and an employee or evaluator may request that the standard evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory as under the standard evaluation process, nor as probable cause for the non-renewal of an employee's contract.

E. **Professional Growth Plan (PGP):**

1. The major focus of the PGP is the quality of instruction and the improvement of education experiences for students. The PGP will expand and improve employee performance through professional goal setting, data collection, peer support and continuous assessment. Participation and work done while participating in the PGP may not be used for determining that an employee's work is unsatisfactory or as a basis from probation.
2. Criteria for Participation:
    a. Participation by an employee is to be voluntary with the approval of the evaluator.
    b. If participation by an employee is denied the reasons shall be stated in writing
3. Four (4) total previous years of satisfactory evaluations are required for participation.
4. Employees new to a building or to the District will be on the Standard Evaluation Format for their first year. They may request to go on a PGP the next year, if they meet the requirement of having four (4) total previous years of satisfactory evaluations.
    a. Brand new, newly-opening schools are exempt from this requirement and employees will have the choice to remain on the PGP if allowed by statute.
5. Approval for participation in the PGP shall be requested annually by the employee.
6. An employee may remain on the PGP for five (5) years after which time they will rotate off for one (1) year to be evaluated using the standard evaluation. A PGP can be continued parallel to the standard evaluation as agreed to with their evaluator.
7. If the evaluator is concerned that minimum criteria as required by the State statutes are not being met during the employee's Professional Growth Plan, the evaluator will inform the employee in

writing the request has been denied. If performance concerns arise after an initial request is granted, the employee may be transferred to long form, provided the employee is notified by November 15th.

F. **Professional Growth Design**

1. Prior to October 1 of each year the employee shall request to participate in the PGP. The employee shall then present a copy of their PGP to the evaluator for approval. (See Appendix A)
2. Goals must be selected in accordance with their impact to student learning and/or employee performance,
3. Goals must support curriculum, assessment, and/or instruction.
4. A teacher may choose to develop an additional professional certification, advanced degree, or additional endorsement.

G. **Data Collection**

1. The purpose of data collection is to provide information, which will allow the employee to assess progress towards the achievement of goals.
2. The employee is encouraged to gather input from a broad base of persons affected by his or her professional performance.
3. Data collection may include the following:
    a. Observation by evaluator
    b. Student assessment devices
    c. Parental assessment devices
    d. Self-evaluation
    e. Recording devices
    f. Research
    g. Support group observation critique

H. **Support Group**

1. The support group shall consist minimally of the employee and evaluator and shall be established at the sole discretion of the employee.

I. **Meetings**

1. Meetings shall be scheduled when deemed necessary by the employee to discuss and make further suggestions for accomplishments towards goals.
2. The evaluator and employee shall meet at least three (3) times annually to discuss the PGP.
    i. The first meeting shall be held to discuss the employee's PGP. A revised PGP may be submitted after this meeting.
    ii. The second meeting shall be held to discuss the employee's progress toward goals.
    iii. The last meeting shall be prior to the last contracted school day to discuss goal progress and assessment and bring closure to the process for the current school year. The purpose of the meeting shall be to complete the final evaluation form (Appendix A) and establish satisfactory teaching performance by the employee for the contracted year.

J. **Materials**

1. Materials, records, or portfolios developed as a result of the employee's participation in the PGP shall be the property of the employee and shall not be retained in the employee's personnel file or used by the district for evaluation.

K. **Duration**

1. If the evaluator is concerned that minimum criteria as required by state statutes are not being met during the employee's Professional Growth Plan, the evaluator will inform the employee in writing and schedule a meeting within five (5) school days to discuss the areas of concern.
2. A written summary shall be made available to the employee within five (5) school days of the meeting and if the deficiencies have not been addressed within twenty (20) days of the initial concern, the evaluator shall meet with the employee to schedule formal observation(s).
3. While determining that the employee meets minimal criteria, he/she may remain in the Professional Growth Plan.
4. If the evaluator is still not satisfied that the minimum criteria as required by the state can be maintained by the employee while on a Professional Growth Plan, the evaluator may choose to place the employee on a standard evaluation plan for the remainder of the year and complete a summative evaluation based upon formal observation(s).

5. Information gathered during the summative evaluation process may be used on the following school year's summative evaluation if the employee continues to show deficiency in performance by having a "needs improvement" marked on their summative evaluation.

SECTION 4D. Procedure for Formal Observation

A. The employee will be notified by September 15 each year, or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the employee will be evaluated using a long form or short form. Pursuant to RCW 28A.405.100, either the employee or the evaluator may initiate a change from the short form to long form evaluation.

B. Formal observations shall have the following characteristics:

1. Shall be at least ten (10) minutes in length, as part of a formal series of observations.
2. At least one (1) observation of thirty (30) minutes or a series of formal observations totaling at least thirty (30) minutes shall be done by mutual consent between the employee and evaluator.
3. A pre-observation conference shall be held between the evaluator and the employee no less than one (1) day prior to each observation to have a conversation regarding goals, expectations, specifics to be observed, etc. In preparation for the pre-observation conference, the evaluator may provide a set of discussion prompts to the employee to guide the conversation. Written documentation will not be required.
4. A post-observation conference between the evaluator and the employee shall be held within five (5) school days after the initial observation or series of observations. The five-day timeline may be extended by mutual agreement. The purpose of this conference is to discuss the qualities of the employee's effectiveness and to make suggestions for improved performance where needed.
5. The teacher observation worksheet will be provided to the employee within three (3) school days of the post-observation conference. This timeline can be extended by mutual agreement.
6. Any criterion marked "needs improvement" on an initial observation worksheet shall become a focus of a subsequent observation. If the employee agrees to accept assistance, a plan will be established to assist the employee. The employee will be afforded the opportunity to participate in the development of a professional assistance plan. This plan may include a selection of goals, a timeline for achieving them, and resources that will be provided to assist the employee in meeting the evaluative criteria. Resources may include, but are not limited to: working with another employee, receiving peer coaching, taking course work, and/or being provided various materials.

C. The evaluator and certificated staff who do not use the regular form shall meet prior to November 1 and establish the methods of observation to be used.

D. Any adverse comment that is used in any manner in observing an employee will be promptly reviewed with the employee during the post-conference.

E. The employee shall be given the opportunity to respond and/or refute such adverse comment.

F. Adverse comments without basis shall not be used in the teacher observation worksheet.

G. The evaluator is responsible for observing the employee under a variety of circumstances

H. All observations shall consist of direct observation and other observable supplemental data unless the employee and evaluator have agreed to an alternate plan.

I. It is recognized that various factors not directly related to employee competence may influence the employee's effectiveness. Among the factors to be considered by the evaluator are the following:

1. Workload
2. Adequacy of supplies and equipment
3. Physical facilities
4. Preparation time for the employee
5. Administrative support in dealing with disciplinary problems
6. Responsibility for exceptional pupils
7. Unique situations (films, assemblies, proximity to vacations, employee health, etc.)

J. An employee shall notify the evaluator in writing within one (1) work week following the post observation conference of any factors listed in Section I which, in the employee's judgment, could adversely affect the employee observation worksheet.

K. If any of these conditions adversely affect the performance level of the employee, the observation worksheet shall duly note these specific conditions.

L. Observation worksheets are for the temporary use of the evaluator and employee and shall not become a permanent part of the employee's personnel file.

SECTION 4E. Procedure for Formal Evaluation

A. The employee shall sign the final evaluation form following a review with the evaluator. Such signing need not indicate concurrence with the evaluation, only that the employee received and read the evaluation.

B. The employee may write a disclaimer on or appended to the evaluation form. Such disclaimer shall become a part of the evaluation in the employee's personnel file.

C. After the evaluation is conducted pursuant to the appropriate RCW or WAC, the evaluator may require the employee to take in-service training provided by the district for skills needing improvement and may require the remployee to have a mentor for the purposes of achieving such improvement.

D. Each employee shall, at the conclusion of the final evaluation of the school year, be provided a copy of the completed evaluation form to be retained in his/her personnel file.

E. An employee contracted forty-five (45) school days or longer in an assignment prior to transfer to another District supervisor's jurisdiction shall be evaluated at the time of transfer.

F. If an employee resigns, the evaluation form shall be completed prior to the resignation date, if possible.

G. Itinerant employees shall be evaluated by a Special Programs Director or designee, or other supervisor designated by the Superintendent or his/her designee for whom the itinerant employee works. All other supervisors that are served by the itinerant employee shall have the opportunity to provide input into the employee's evaluation.

H. Special Education staff, other than itinerant staff, and State and Federal program staff, are to be evaluated by building administrators, and/or Special Programs, or designee.

I. Any criteria marked "Needs Improvement" on an initial observation worksheet shall become a focus of a subsequent observation. If the employee agrees to accept assistance, a plan will be established to assist the employee. See Section 4.D.B(f).

J. Where there exists a reasonable belief by the employee that they cannot receive a fair, unbiased evaluation from their assigned evaluator, a second observer, mutually agreed to by the Association and the District, will be assigned. In the case where the District, Association, and Employee cannot agree on either the need or the identity of a second observer the Association may provide a second observer at Association expense. Employees on probation shall be entitled to an additional evaluator as set forth in Subsection K, Probation, below.

K. **Probation:**

1. If it becomes necessary to place an employee on probation, such action shall be based on the evaluation criteria contained in this agreement.
2. If an employee is to be placed on probation, the Superintendent will notify the employee in writing of his/her probationary status between October 15th and February 1st.
3. The notification for probation shall include the following:
    a. The specific areas of performance deficiencies
    b. A reasonable program for improvement of the identified deficiencies
4. The evaluator as identified in Section 4A of this Contract shall supervise the probation; however, the evaluator, may authorize additional supervisory employees to evaluate the employee on probation and to aid the employee in improving his/her area(s) of deficiency. Should the evaluator not authorize such additional evaluator, the employee may request that an additional employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.
5. A probationary period of sixty (60) school days will be established ending no later than May 15th.
6. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
7. The employee may be removed from probation if he/she has demonstrated consistent improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of probation.
8. Written documentation shall be provided for any employee who does not show indicated improvement. This shall constitute grounds for non-renewal or placement into an alternative assignment.

Written notification shall be made to the employee. The employee shall have the opportunity to attach a written statement.

9. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program the employee may be removed from his/her assignment and placed into an alternative assignment for the duration of the school year. This reassignment may not displace another employee nor may it adversely affect the employee's compensation or benefits for the remainder of the contract year. If such a reassignment is not possible, the district may place the employee on paid leave for the balance of the contract term.

10. Any materials in the employee's personnel file related to his/her probationary status shall be removed upon written request from the employee to the Human Resources Department when two (2) years have elapsed since removal from probationary status.

ARTICLE V-EVALUATION AND PROBATION: TPEP

SECTION 5A. Purpose

A. The purpose of this Article is to incorporate into the CBA the procedures and standards set forth in RCW 28A.405.100 and other state laws related to classroom teacher evaluations, as now existing or as hereafter amended. This section is not intended to add or detract from the rights and responsibilities established by those laws, and if any inconsistencies arise between the provisions of this Section and state law, state law will govern.

B. The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas as needed, and provides support for professional growth through the systematic assessment of employee performance.

C. The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110.

D. 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.

E. The evaluator will assist the teacher by providing support and resources.

SECTION 5B. Evaluator Qualifications

A. All assigned evaluators will have been trained in the evaluation processes they will be assigned to conduct. Upon request, the District will provide the Association with evidence of the content and successful completion of this training by each individual serving as an evaluator before any such individuals may participate in the evaluation process of bargaining unit members.

B. No teacher will be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement (Center for Educational Leadership 5D+ or CEL5D+) and any relevant state requirements.

SECTION 5C. Applicability of Evaluation Processes

A. The evaluation provisions and framework described in this Article IV apply only to "certificated classroom teachers" as defined in WAC 392-191A-030.

B. This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction. The term "classroom teachers" does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), counselors, librarians, media specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in Article IV of this Agreement.

C. Each employee by September 15th, or within fifteen (15) days of employment, whichever is later, will be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle. Access to this information through an electronic system may replace hard copies when such system becomes available.

D. Relevant forms must be standard across the District and mutually agreed upon by the Association and District administration. However, forms may differ as long as they are mutually agreed upon by the Association and the District. See **Appendix A.**

SECTION 5D. Professional Development

A. Each teacher will receive an opportunity for adequate professional development to comprehend the framework and understand the evaluation process. Paid professional development will be available for classroom teachers on an annual basis provided that state funding is provided. All funding provided by the state specific to the purpose of professional development for evaluation will be used for that purpose.

This money will not supplant any other District/State/Federal funds designed for other professional development purposes or otherwise negotiated in other provisions of this Agreement.

SECTION 5E. Definitions, State Criteria, Framework and Scoring

A. **Definitions**

1. **Criteria** will mean the eight (8) state defined categories to be scored.
2. **Component** will mean the sub-section of each criterion (also referred to as "sub-dimensions").
3. **Evaluator** will mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and relevant state laws pertaining to classroom teacher evaluation.
4. **Artifacts** are one type of evidence and will mean any products generated, developed or used by a certificated teacher in the normal course of instruction. Teachers are not expected to create artifacts exclusively for use in the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts when appropriate and relevant.
5. **Evidence** will mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of information to support the conclusions regarding the teacher's level of performance. It should be gathered from the normal course of employment. Unsubstantiated Input from students, parents or sources other than the teacher and assigned administrator will not be used as evidence unless agreed to by the employee.
6. **Not Satisfactory** will mean:
    a. Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.
    b. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
7. **Student Growth Data** will mean the change in student achievement between two points in time, generally contained within a single unit of study, within the current school year, as determined by the teacher. Assessments, both formative and summative, used to demonstrate growth will be selected by the classroom teacher. Teachers will collect and analyze a variety of student learning evidence to see which students made growth and how much, but the emphasis is on how they reflect on and use that information.
8. **Student Growth Evidence**: a natural harvest of a variety of student learning evidence, including formative and summative assessments, gathered **during the normal course of employment** and analyzed to determine levels of student growth and how the teacher reflects on and uses that information to make decisions about next steps for students' learning.
9. **Student Growth Score:** the score derived through conversation between the teacher and evaluator and analysis of all information and evidence related to the growth goal based on the Student Growth Goal Rubrics. Critical Attributes of Student Growth descriptions may be used by the teacher to aid in designing goals and in discussions with their evaluator. Critical Attributes are intended to provide more clarity for terms that appear in the rubric and the bullets in the descriptions will not be used as a checklist of requirements.

B. **State Evaluation Criteria:**

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 data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

C. I**nstructional Framework**

1. The parties have agreed to the Center for Educational Leadership 5D+ (CEL5D+) evidence-based instructional framework. The instructional framework is included in Appendix A. Upon mutual agreement the parties may negotiate a different OSPI approved instructional framework.

D. **Criterion Performance Scoring**

1. It is the evaluator's responsibility to assign an evaluation rating based on evidence and in collaboration with the teacher. In determining the final criterion score, the following principles will apply:
    a. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
    b. Each rating will be assigned the following numeric values:
        i. Unsatisfactory – 1
        ii. Basic – 2
        iii. Proficient – 3
        iv. Distinguished – 4
    2. After scoring each component, the evaluator will determine the final criterion score based on a majority of the evidence.

E. **Summative Performance Rating**

A classroom teacher will receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

1. 8-14—Unsatisfactory
2. 15-21—Basic
3. 22-28—Proficient
4. 29-32—Distinguished

The score from the Comprehensive evaluation becomes the Focused summative evaluation score in subsequent years for teachers who are placed on a focused evaluation. To qualify for focused evaluation, teachers must have completed the Comprehensive evaluation and have received a Level 3 (proficient) or Level 4 (distinguished).

F. **Student Growth Criterion Score**

1. 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. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
    a. 5-12—Low
    b. 13-17—Average
    c. 18-20—High
2. Student growth data will be taken from multiple sources, including summative and formative assessments, during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It may include teacher initiated formal and/or informal assessments of student progress. Student achievement that does not show growth between two points in time in the same school year will not be used to calculate a teacher's student growth criterion score, except by mutual agreement between the evaluator and teacher. Evaluators will not consider school-wide or District-wide test scores when evaluating classroom teachers unless agreed to by the individual teacher in the goal setting/pre-observation conference.
3. If a teacher receives a Comprehensive Distinguished summative score and a Low student growth score, they must be automatically moved to the Comprehensive Proficient level for their summative score. If a teacher receives an overall student growth score of "Low" on the student growth components, it will trigger a required student growth inquiry plan. Within two months of receiving the low student growth score or at the beginning of the following school year, the teacher and evaluator will mutually agree to engage in one of the following:
    a. Examine student growth data in conjunction with other evidence including conversation(s), observation, artifacts and other student and teacher information based on tools and practices

authentic to the learning goal and embedded in the instruction and learning activities designed for the unit of study or planned growth experience;

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:
d. Student growth goal revisions, refinement, and progress;
e. Best practices related to instructional areas in need of attention;
f. Create and implement a professional development plan to address student growth areas.

4. Teachers participating in a focused evaluation who were rated "Proficient" on their last Comprehensive evaluation can increase their summative score on their focused evaluation from "Proficient" to "Distinguished" if they achieve "Distinguished" performance on the student growth components for the applicable student growth criterion (3, 6, or 8).

SECTION 5F. Procedural Components of Evaluation

A. **Notification:** The teacher will be notified by September 15 each year, or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation. Pursuant to RCW 28A.405.100, either the teacher or the evaluator may initiate a change from focused to comprehensive evaluation.
B. **Student Growth Goal Setting:** On or before the first Friday in December each school year, the teacher will determine a student growth goal for the appropriate component or components of SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal. **(Appendix #).** Teachers will be provided with more than one opportunity to design and implement a student growth goal. At the request of the teacher, additional goals and goal setting conferences may occur throughout the school year. Goal setting for additional goals must be completed no later than the last Friday in February.
C. **Artifacts and Evidence:** It will be the responsibility of the evaluator to collect artifacts and evidence necessary to complete the evaluation. All information collected will be shared with the teacher.
D. The teacher may, but is not required to, provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher will be utilized in determining the final evaluation score.
E. **Record-Keeping:** The District will adhere to the following:
    a. A copy of the final framework rubric, teacher's written comments, if provided, and forms will be included in the teacher's personnel file.
    b. Evaluators will share any collected evidence with the teacher within five (5) contract days and allow teachers to add comments or additional evidence.
    c. Teachers will not be required to share self-assessment information.
    d. Any and all data kept for evaluation will be considered confidential, and not be subject to public disclosure except to the extent required by law.
    e. In the event electronic means are used for record keeping, teachers will have access to the electronic record system at such time as it is agreed to by the parties. The necessary equipment needed to use any adopted electronic system will be provided by the District for each affected employee.
F. **Electronic Monitoring:** All observations will be conducted openly. Mechanical or electronic devices will not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher. If the teacher grants consent for electronic monitoring, they may revoke consent at any time in writing to their evaluator.
G. **Additional/Alternate Observer:** Where there exists a reasonable belief by the employee that they cannot receive a fair, unbiased evaluation from their assigned evaluator, a second observer, mutually agreed to by the Association and the District, will be assigned. In the case where the District, Association,

and Employee cannot agree on either the need or the identity of a second observer the Association may provide a second observer at Association expense.

H. Teachers on probation will be entitled to an additional evaluator as set forth in Section 5K, below.

SECTION 5G. Comprehensive Evaluation Process

A. A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years.

B. **Pre-Observation Conference:** At least one pre-observation conference will be held before the first formal observation or series of observations. The purpose of the pre-observation conference is to establish a date for the formal observation or series, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. Additional pre-observation conferences may be held at the request of the evaluator or teacher.

C. **Formal Observation:** Each employee will have at least one prearranged formal observation conducted within the first ninety (90) contract days of the school year unless documented extenuating circumstances exist. The total annual observation time cannot be less than sixty (60) minutes. At least one formal observation will occur of not less than 30 minutes in length. The remainder of the required sixty (60) minutes may be comprised of a series of "drop-in" observations each being not less than ten (10) minutes in length or an additional formal observation.

D. An employee in the third year of provisional status as defined in RCW 28A.405.220 will be observed at least three (3) times in the performance of his or her duties and the total observation time for the school year will not be less than ninety (90) minutes.

E. Teachers will be notified at least 48 hours prior to a formal observation. Observations will not take place the first week of the school year.

F. The evaluator will document all formal observations using the negotiated form (see Appendix A) and provide the information to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference.

G. The teacher will be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher will be utilized by the evaluator in determining the final evaluation score.

H. Any criteria of concern on an initial observation report will become a focus of a subsequent observation. If the employee agrees to accept assistance, a plan will be established to assist the employee. The employee will be afforded the opportunity to participate in the development of a professional assistance plan. This plan may include a selection of goals, a time line for achieving them, and resources that will be provided to assist the employee in meeting the evaluative criteria. Resources may include, but are not limited to; working with another employee, receiving peer coaching, taking course work, and/or being provided various materials.

I. Any adverse comment that is used in any manner in observing an employee will be promptly reviewed with the employee.

J. The employee will be given the opportunity to respond and/or refute any such adverse comment.

K. Adverse comments without basis will not be used in the employee observation report nor become part of the final evaluation.

L. The evaluator is responsible for observing the employee under a variety of circumstances such as different subject areas and various instructional methods.

M. All observations will consist of direct observation and other observable supplemental data unless the employee and evaluator have agreed to an alternate plan.

N. It is recognized that various factors not directly related to instructional skill may influence the certificated employee's effectiveness. Among the factors to be considered by the evaluator are the following:
    a. Workload
    b. Adequacy of supplies and equipment
    c. Physical facilities
    d. Preparation time for the employee
    e. Administrative support in dealing with disciplinary problems

f. Responsibility for exceptional pupils
g. Unique situations (films, assemblies, proximity to vacations, teacher health, etc.)

O. Following an observation report the employee will notify the evaluator in writing within five (5) contract days or by documenting during the post observation conference of any such factors not noted by the evaluator which, in the employee's judgment, could adversely affect their observation. If any of these conditions adversely affect the performance level or the instructional program, the teacher observation form will duly note these specific conditions and the evaluator will make appropriate adjustments for said conditions when determining criterion scores.

P. **Post-Observation Conference**
   a. A post-observation conference between the evaluator and the employee will be held no later than five (5) contract days after the formal observation. Electronic communication satisfies this meeting, however a face to face meeting can be requested. Following any drop-in or informal observation, feedback will be provided within three (3) days and a post observation conference may be requested by the employee or supervisor. An employee may give consent to a variation or modification to the timeline or format for the post-observation conference.
   b. The purpose of a post-observation conference or written feedback is to review the evaluator's and employee's evidence related to the scoring criteria during the observation, and to discuss the employee's performance. The employee may submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher will be utilized in determining the final evaluation score (see Appendix A).

Q. **Informal Observations**
   a. Information from informal observations will be provided to the employee if it is to be used in the evaluation of the employee.
   b. Informal observations may consist of drop-ins or walkthroughs which occur during the employee's instructional time in their classroom(s), or in other settings.

R. **Final Summative Evaluation Conference:** If the employee's comprehensive summative score is projected to be less than Proficient, the evaluator and teacher will meet to discuss the teacher's final projected summative score no later than May 15th. The final comprehensive summative score, including the student growth score, must be determined by an analysis of evidence as compared to the corresponding rubrics. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
   a. The teacher has the right to provide additional evidence for each criterion to be scored.
   b. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

S. If the employee is to receive a comprehensive summative score below Proficient, the District will offer additional support or resources to assist in their professional development.

T. The Association President will be notified by June 30th of any employees rated with a comprehensive summative score below Proficient.

U. All scores will be objectively based on evidence. No quotas or limits will be imposed on individual evaluators, buildings or the District as a whole regarding the number of Distinguished, Proficient, Basic or Unsatisfactory ratings given.

V. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher will sign the evaluation form to indicate receipt. The signature of the teacher does not necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

SECTION 5H. Focused Evaluation Process

A. The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

B. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation.

C. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before November 15th. The written notice will state the reason for change. A teacher moved from focused to comprehensive evaluation may request a conference with the evaluator to discuss the reasons for the change and the steps the teacher can take to address any deficiencies on which the determination was based.
D. The criterion area to be evaluated in a focused evaluation will be proposed by the teacher before or at the first pre-observation conference. The evaluator may provide input and suggestions to arrive at a mutually agreed upon criterion
E. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
F. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
G. Observations and conferences for the focused evaluation will follow the process set forth in **Section F, Procedural Components of Evaluation, and Section G, Comprehensive Evaluation Process**, above.
H. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation.
I. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
J. A group of teachers may focus on the same evaluation criterion and share professional growth activities and goals. This collaboration will be initiated by the teacher(s) and no individual will be required to work on a shared goal.

SECTION 5I. Provisional Employees

A. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

SECTION 5J. Probation

A. At any time after October 15 but before February 1, a classroom teacher whose work is judged not satisfactory based on the scoring criteria will be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.
B. A classroom teacher's work is not judged satisfactory, and therefore will be placed on probation, when the overall comprehensive score is Unsatisfactory (1).
C. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period will also be placed on probation.
D. Teachers on continuing contracts who have been assigned to teach outside of their endorsements will not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
E. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator will report the same in writing to the Superintendent. The report will include the following:
F. The evaluation report.
G. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
H. If the Superintendent concurs with the administrator's judgment that the performance of the employee is not satisfactory, the Superintendent will place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory. Before being placed on probation, the Association and the employee will be given notice of action of the Superintendent which will contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
2. A suggested specific and reasonable plan for improvement;
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
4. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. The employee may choose to include an Association Representative and/or independent mentor, paid for by the Association, in the development and monitoring of the improvement plan. Any support activities required by the District will be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.

I. Evaluation During the Probationary Period: At or about the time of the delivery of a probationary letter, the evaluator will hold a conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
    1. Once the criteria for improvement have been determined, they may not be changed.
    2. During the probationary period the evaluator will meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of this agreement will apply to the documentation of observation reports and evaluation reports during the probationary period.
    3. The probationer may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation (as evidenced by a new summative score).
    4. The evaluator may authorize one additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the Educational Service District (ESD) in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.
    5. 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.

J. A classroom teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.

K. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.

L. Evaluator's Post-Probation Report

M. Unless the probationary teacher has previously been removed from probation, the evaluator will submit a written report to the Superintendent at the end of the probationary period which report will identify whether the performance of the probationary teacher has improved and which will set forth one (1) of the following recommendations for further action:
    1. That the teacher has demonstrated sufficient improvement to obtain a comprehensive summative evaluation rating sufficient to justify the removal of the probationary status (as defined in Paragraph 8, above); or
    2. That the teacher has not demonstrated sufficient improvement to receive the necessary overall comprehensive summative evaluation score required to be removed from probation, and action should be taken to non-renew the employment contract of the teacher.

N. Action by the Superintendent: Following a review of the report submitted pursuant to Section 4K.10 above, the Superintendent will determine which of the alternative courses of action is proper and will take appropriate action to implement such determination.

O. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended to the extent allowed by law, or may be recommended for non-renewal.

P. After three (3) years of satisfactory evaluations, an employee may request for probationary records to be removed from their personnel files. The final evaluation itself will remain permanently in the personnel file.

SECTION 5K. Non-Renewal (Discharge)

A. When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating of level 1 for two consecutive years, the school district is required by RCW 28A.405.100 to implement the employee notification of discharge, as provided in RCW 28A.405.300, within ten days of the completion of the second comprehensive summative evaluation or May 15th, whichever occurs first. Any such employee who receives a "1" rating will be placed on a plan of improvement after the first one "1" rating. If the first one "1" rating is received at a time during the school year when a sixty-school-day plan of improvement cannot be completed before May 15, the plan of improvement will be commenced immediately and extended into the following school year. Additional days may be added to the plan of improvement by mutual agreement provided it concludes by no later than May 15 of the following school year.

SECTION 5L. Probable Cause

A. Any employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article will have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

SECTION 5M. Evaluation Results

A. Evaluation results will be used:
   1. To promote reflection on professional practice and facilitate continued professional growth.
   2. To document the level of performance by a teacher of his/her assigned duties.
   3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
   4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

B. Evaluation results will not be:
   1. Shared or published with any teacher identifying information.
   2. Shared or published without notification to the individual the Association.
   3. Used to determine any type of base or additional compensation.
   4. Considered an adverse effect on an employee's contract or as a step in progressive discipline.

ARTICLE VI - ASSIGNMENT, TRANSFER AND VACANCY

SECTION 6A. Definition of Terms

A. A "**vacancy**" is a position that another employee has left, leaving no employee assigned or one, which has been newly created.
B. A "**transfer**" happens when an employee's work assignment is changed to another building.
C. "**Assignment**" means the grade, program and/or course or classes the employee shall teach within the building.
D. An "**administrative transfer**" happens when the District mandates an employee to change their work assignment to a different building.
E. An "**employee reassignment request**" is one initiated by the employee for a change within a building.
F. An "**administrative reassignment**" is an administratively initiated change within a building.
G. "**Seniority**" for the purposes of this Section, is defined as total number of years teaching in Washington State. The date the employee signed the initial Richland employment certificated contract will be used to break ties.
H. "**Qualifications**" is defined as: Certification required by the Office of the Superintendent of Public Instruction (OSPI) or Federal program requirements **AND** Either a major or minor in the subject area **OR** at least .4 FTE successful experience in any one year in the grade level, subject area or program.
I. "**Program**" is any course of study, which the district supports with an allocated yearly budget. (i.e. GATE)
J. **"Classroom/workspace placement"** is the physical room or space where an employee works.
K. **"Pool"** are unassigned vacancies posted by the District with new hire assignment to be determined after in-building and in-district transfers occur.

SECTION 6B. Assignment, Transfer, and Vacancy

A. Employees shall be **assigned** in accordance with the regulations of the State Board of Education and shall not, except for good cause, be assigned subjects and/or grade or other classes outside of their teaching certificates and/or their major or minor fields of study.
B. The following will be applicable to employees assigned to non-continuing positons.
    a. Should an employee voluntarily take a non-continuing/leave replacement position, that position is for one year, and they do not have rights to that position or other positions in the building until those positions are posted district wide.
    b. Should an employee be administratively reassigned or transferred, the employee will have in-building rights to that position or another vacant or open building position
    c. All other cases will be bargained between the Association and the District.
C. Written **notification of school placement** and potential teaching assignments shall be provided to all affected employees by June 1 of the current school year.
    1. In other cases, personnel will be notified as soon as placement is known.
    2. In the event that it becomes necessary to transfer or reassign employees following said notification, the immediate supervisor or the District shall inform the affected employee of the reason(s), in writing.
    3. No later than March 1 of each academic year, the District shall post a District **seniority list** at each site. A District seniority list, sorted by date, shall be sent to the Association President.
D. Assignment/Reassignment**:**
    1. By March 31st annually, the District will notify building principals of their projected staffing allocations for the upcoming school year. Building principals will communicate staffing allocations to all staff.
    2. The order in which staff movement occurs shall follow this sequence at elementary schools:
        a. All administrative in-building reassignments shall be completed prior to any other employee placements.
            i. In the event of a reduction of the number of sections offered in an elementary school in a particular grade level or program, resulting in an administrative reassignment, volunteers at that grade level may request to move to an open position.

ii. Unless a more senior teacher at that grade level or program volunteers, the least senior teacher at that grade level will be reassigned to the open building position.
iii. If no opening is available within the building, the principal shall notify all unit members at the affected site or program of the potential for administrative transfer(s) to allow voluntary transfers from the site.
iv. If there are no volunteers, then the least senior employee from the site or program shall be administratively transferred to a position for which they qualify providing program requirements can be met and the employee qualifications are substantially equal.
v. The employee at the affected grade level that is being reduced shall be offered the position of the least senior employee or most senior volunteer for whose position they qualify for within the building.

b. All employees to be administratively transferred, including those who volunteered for the administrative transfer(s) (see Section 6B.D.2 above), shall have priority to open positions within the District for which they are qualified over other employees applying for a transfer following Section 6B.D.3 below.
c. Remaining open positions shall be posted in accordance with the district's posting procedures.
d. All other situations shall be resolved collaboratively between the District and the association on a case-by-case basis.

3. Through June 15th or three (3) business days after the last day of school, whichever is later each year, all in-building reassignments shall be complete per the seniority process. Open positions shall be posted in-building for three (3)contract days. Such postings shall be communicated via email to all building staff.
a. Any position not filled in-building within three (3) contract days shall be posted in-district for a minimum of five (5) contract days.
b. Positions not filled after three (3) contract days in building and five (5) contract days in-district shall be posted out-of-district with preference being given to in-building, then in-district staff.
c. If a position is not filled with a qualified in-building or in-district applicant in accordance with posting timelines outlined in a. and b. above, applicants may then be selected from the pool to fill the position from out-of-district.

4. Employees who are to be administratively reassigned to another subject or grade level shall be notified within the first round of in-district postings. In determining such assignments, principals will consider (not necessarily in this order) evaluations, qualifications, endorsements, seniority and employee interests.

5. If required to move classrooms within the same school site, employees will be provided one (1) day of pay at their per diem rate or one (1) day of release time.
a.

6. mployees shall have access to information regarding available assignments in their building prior to placement of employees in those assignments for the subsequent year.

7. Employees to be administratively transferred follow process in K. below

E. Part-time employees with at least 0.4 FTE possess the same assignment/transfer rights as full time (1.0) FTE employees.

F. Employees who wish to apply for a posted position shall indicate their interest using the on-line application system, no later than the fifth (5th) school day following the posting of such vacancy or before the advertised closing date for the position if during the summer months.

G. If a **vacancy is filled during the current year**, in-district employees not selected shall receive a letter within thirty (30) school days after the vacancy is filled. Such notice shall include the reason(s) for non-selection.

H. If a **vacancy is filled during the summer months**, the District shall notify each in-district employee whose application was not successful stating the specific reason(s) for non-selection. This notification shall be in writing.

I. Qualified employees who desire a transfer to a **vacant position** shall be considered on the basis of the District's job announcement and selected before applicants from outside the Bargaining Unit, between the first contracted day and June 15th or the last day of the school year, whichever is later.

1. The building reassignment preference does not apply if special certification is required for a posted vacancy.
2. To apply for a vacancy, the employee's most recent Evaluation Summary must not have any categories marked "needs improvement", or for classroom teachers, the overall summative evaluation score must not be "Unsatisfactory". Also, the employee must not be on probation at any point in the contract year.
3. If more than one District employee is acceptable for the position, the most senior employee shall be selected when qualifications are substantially equal.
4. Where an employee's voluntary transfer into a position will cause the District a loss of funding under state or federal regulations, (i.e., "out of endorsement"), the employee will be responsible to take the steps needed to remedy the situation. The District shall provide the employee assistance and support, excluding financial support, in fulfilling the necessary requirements. Failure to remedy the funding issue(s) within the first year in the new assignment may result in the employee being administratively transferred into a position which prevents such loss of funding.

J. Vacancies During the School Year: When a vacancy occurs during the school year, it shall be filled by a replacement employee or employee application.

K. Administrative Transfers:

1. Transfers initiated by administration may be made only for the following reasons:
    a. Excess staff due to decline in student enrollment,
    b. School closure or boundary reorganization,
    c. Program needs of a school or program and
    d. Conflict between employees within a grade level or department that creates a disruption of the educational process and/or serious problem within the grade level, department or building.
        i. Before such transfers are made, the following steps will be taken if requested by one (1) or more of the affected employees:
            I. Informal conflict resolution
            II. Meeting between the employees, their principal and an Association representative to discuss issues and possible solutions or accommodations
            III. Formal mediation
            IV. Meeting with the employees, principal, Association representative, and the District to discuss transfer options.
        ii. In cases of conflict, the following criteria will be considered in selecting the individual(s) to be transferred:
            I. available positions,
            II. teacher preferences (including volunteering to transfer),
            III. qualifications
            IV. the willingness of individuals to resolve the conflict,
            V. The unique details related to the conflict.
2. Prior to the selection of any unit member for administrative transfer, the District shall notify all unit members at the affected site or program of the potential for administrative transfer(s) to allow voluntary transfers from the site. This does not apply to 1d) above.
3. Notice of an administrative transfer shall be given to the affected employee and the Association president as soon as the decision to transfer is determined.
    a. The least senior employee will be selected providing program requirements can be met and the employee qualifications are substantially equal unless a more senior employee volunteers to transfer. This does not apply to 1.d. above.
4. An administrative transfer shall be made after the Executive Director of Human Resources, who shall give reasons for the transfer, has personally contacted the affected employee. The transferred employee is entitled to discuss his/her personal desires at that time.

5. When requested, an employee to be transferred shall be released from teaching for up to three (3) school days or be paid three (3) days of pay at per diem to prepare for the new assignment.
    a. The release time, if applicable, must be scheduled within one (1) week of the transfer date.
    b. The District will inform the affected employee of this option to receive release time, when available.
    c. The affected employee who is required to transfer during the school year may request, from their supervisor, the assistance of classified employee(s) to help move the transferee's instructional materials.
6. Administrative transfers shall be limited to one every three (3) years.
7. Unit members who have been administratively transferred shall have the **right of first refusal** at the site from which he/she was administratively transferred provided he/she are qualified for said position for a period of three (3) years. First right of refusal is after the in-building movement is done and there is an "open" position in the building. When two or more administratively transferred unit members qualify under this section; the vacant position shall be filled by the most senior unit member.
    a. First right of refusal is after the in-building movement is done and there is an "open" position in the building.
    b. When two or more administratively transferred unit members qualify under this section, the vacant position shall be filled by the most senior unit member.
8. If an employee is administratively transferred into a position that will cause the District a loss of funding under state or federal regulations, the District shall provide the employee assistance and support, including payment of associated costs and compensation for the employee's time, in fulfilling the necessary requirements.
9. When and employee is reassigned to a position that requires the employee to become highly qualified, the District will reimburse the employee for the cost of taking and successfully completing the necessary test. Examples of this would be the West E or NES or similar.

L. **Transfers Occasioned by School Closures or Program Reductions:**
1. Employees affected by building closures or program reductions will be placed in vacant positions first.
2. Every attempt shall be made to determine staff interests and preferences.
3. In the event a position is desired by more than one employee, the most senior employee shall be selected when qualifications are substantially equal.
4. Some displacement of other employees may occur at the discretion of the District, but only for good cause. Good cause includes but is not necessarily limited to displacements made to avoid nonrenewal of one or more employees in the event of a reduction in force or school closure.
5. Transfers of staff who are **displaced by building closures or program reductions** shall be made to open or newly created positions.
6. In the event there are no such positions, persons will be administratively transferred to a school assignment determined most appropriate for employee and staff program needs.
7. Preferences and interests shall be given careful considerations.
8. In schools where there is **overstaffing**, the least senior employee(s) shall be transferred unless there is an overriding program need.

M. **Opening/Reopening a New School:**
1. When a new school is to be opened, the following procedures will be followed in transferring unit members to that school:
    a. The District will share with the Association the proposed organizational plan of the school as soon as said plan is available.
        i. The organizational plan shall set forth the number of positions at the new site together with required qualifications for each position.
        ii. A "Core Team" will be developed
            1. A written application will be developed by District and shared with the Association.

2. Qualified employees will be ranked in order of seniority, qualifications, and interests.
3. The Core Team will assist the Principal in the development of the school goals, objectives, programs, and building facility planning.
4. Employees chosen for the "Core Team" will have first right to assignment or refusal of assignment in the new building.

iii. Unit members displaced by transfer of students shall be given right of first refusal to the same or similar positions at the new site unless a more senior employee at the impacted site volunteers to transfer.
1. The remaining positions shall be considered vacancies and posted according to the provisions set forth in Section 6B of this agreement.
2. If vacancies still remain, unit members shall be administratively transferred to fill remaining vacant positions according to the provisions set forth herein.

N. **Vacancies for Subsequent School Year:**
1. The Human Resources Office shall post in every building each vacancy no later than five (5) business days after it occurs. Copies of said "posting" shall be sent to the Association president.
2. Vacancies shall be posted for at least five (5) working days during the school year (consistent with D.2 above). If there are no applicants after in-building posting, the District will post the vacancy in-district for at least five (5) working days during the school year. If, after at least five (5) days of in-district posting there are still no applicants, the vacancy may be posted to external applicants on the Richland School District jobs website.
3. No vacancy shall be filled until the posting date expires. Employees hired into a "pool" will be assigned a vacant position after the in-district posting date expires and prior to the vacancy being posted to external applicants on the Richland School District jobs website.
4. During the summer vacation the vacancies will be posted on the Richland School District jobs website with copies provided to the Association.
5. Vacancies will also be posted on the District website and other websites if applicable (such as WA Teach, Teacher-Teacher, WEA JobLink, etc.).

SECTION 6C. Selection of Personnel

A. When practical, appropriate employees shall be involved in the selection of certificated personnel, provided that the final responsibility for employment of certificated personnel shall rest solely with the Board.

SECTION 6D. Retire/Rehire

A. A member who retires and is separated from service may be rehired in accordance with current RSD Policy and applicable RCW guidelines.
1. Retire/Rehire employees will not be considered for a posted vacancy unless there are no qualified applicants for the position.
2. Positions must be posted annually and a retiree may be re-employed if no qualified applicants apply for the vacancy.
3. Retire/Rehire employees who are rehired will be considered the same as a leave replacement employee and will be given a non-continuing contract.
4. Retire/Rehire employees will not be eligible for sick leave or personal leave accumulation, and/or cash out. Retire/Rehire employees will receive applicable benefits.

B. Article V, Assignment, Transfer, Vacancies is not applicable for Retire/Rehire employees.
C. Retire/Rehire employees will not be eligible for the District Early Notification Incentive for Retirement or Resignation.
D. Retire/Rehire employees will be evaluated using the Short Form, if they are a previous RSD Employee.
1. A Standard Form will be used if new to the RSD District.
2. The Professional Growth Plan is not an option for Retiree evaluation.

SECTION 6E. Itinerants

A. By May 15th of each year, each itinerant group shall meet with the administrator of their respective program to review and assess staffing needs based on current workload and future student/district needs. In determining itinerant staff assignments, including when considering any changes in employee assignment following a vacancy, the District shall consider the following factors:
    1. When itinerants are assigned across multiple sites, the primary building assignment shall be designated based on the qualifications, specializations and training of staff and seniority of the employee.
    2. Additional assignments beyond the primary building, including workload at other sites or other specialized program needs may be determined by the administrator based on district need.
    3. Employee preferences and requests.
    4. All other situations will be bargained between the Association and the District.

ARTICLE VII – INSTRUCTION

SECTION 7A. Definition of Terms

A. A "**student hour**" is defined as the unit of overload, which results from carrying an overload of one (1) student for a period of one (1) instructional period.
B. A "**student day**" is defined as the unit of overload, which results from carrying an overload of one (1) student for a period of one (1) full teaching day.
C. "**FTE**" refers to Full Time Equivalent individual.

SECTION 7B. Work Day

A. The usual **work day** for employees shall be seven and one half (7.5) hours, including a thirty (30) minute duty-free lunch period. Employees are required to be at their respective schools for the benefit of students and patrons at least thirty (30) minutes before the scheduled opening of school in the morning and at least thirty (30) minutes after the scheduled closing of school in the afternoon.
    1. The designated time of 30 minutes before and after the school day is primarily intended for professional meetings (e.g., staff meetings, IEP's and 504's) and contacting and meeting with parents and other professional responsibilities.
        a. Building principals may develop a rotating schedule where teachers are assigned one fifteen (15) minute equitably distributed supervisory duty time frame per week.
    2. Teachers are responsible for taking attendance during the first ten (10) minutes of class. Teachers will not be required to write office referrals for tardies or truancies.
    3. Itinerants shall work with their supervisor to schedule their work within their seven and one-half (7.5) hour workday.
B. **Additional duties** beyond the 7.5 hour work day may be requested of employees and paid at per diem.
C. Staff meetings that extend not more than 15 minutes beyond the 7.5 hour work day may be scheduled once per month unless agreed upon by staff to support the building decision making process on an issue. Work/activities in support of these meetings to be completed outside of the scheduled meeting time shall be kept to a minimum and should be reasonably able to be completed within contract time. Staff are encouraged to attend for the duration of the meeting.
D. **Certificated** employees shall be allowed to leave their respective buildings immediately after the departure of students:
    1. Prior to breaks or weekends which include a legal holiday (except the last day of the school year)
    2. On the Fridays before a weekend or break with a legal holiday, elementary teachers may leave at 3:15 pm and secondary teachers may leave at 2:30 pm.
E. **Planning Time:**
    1. **Secondary**
        a. Certificated employees in the secondary schools shall be assigned not more than three hundred (300) minutes of classroom instruction and supervision time per day.
        b. In addition, each secondary employee shall be entitled to two hundred seventy-five (275) minutes of planning time per week. This provision shall not include employee lunch periods, passing time, or times spent before and after the student day.
        c. Due to the alternative and flexible scheduling present in ALE settings, at REHS (ALE only) and TRHL, specific planning time on each individual day is not guaranteed. However, 275 minutes of planning time will be maintained as otherwise defined in this section.
        d. For traditional secondary classroom teachers who do not have a regular classroom ("tennis shoe teachers"), a good faith effort will be made to develop a daily schedule that enables the teacher to arrive at the location designated for their planning period within student passing times. If the teacher loses planning time, a plan will be developed with their principal upon request to identify an equitable amount of time to provide at another time of the day/week, or equitable compensation for lost planning time, with such additional pay not to exceed four (4) days at their per diem rate
    2. **Elementary**
        a. There shall be for full-time elementary employees a minimum of two hundred seventy-five (275) minutes of uninterrupted individual planning time per week to occur during the usual

work day in accordance with scheduling developed between the faculty and the building administrator at each individual building.

b. Four periods of at least fifty minutes shall be provided for the purpose of individual planning. These instructional blocks shall be provided by specialists in the areas of art, library, music and PE. Fifteen minutes shall be added to the 30 minute duty-free lunch each day and shall also be counted as planning time.

c. There exists additional time during the usual work day that shall be available for planning in addition to that time guaranteed herein, but which may be interrupted because of other assigned responsibilities. Recess shall not be counted towards the 275minutes planning time.

d. Employees who work less than full-time will receive a prorated amount of two hundred seventy-five (275) minutes of uninterrupted planning time per week.

F. **Conferences:** Twice a year, in the fall and spring, elementary buildings will schedule time without students for employees to conduct parent/guardian conferences for students in kindergarten through 5th

1. Two and one half (2½) days in the fall and two and one half (2½) days in the spring will be reserved for parent/guardian conferences.
2. Students in grades K-5 will not attend school on these dates, excepted as noted in the calendar, provided that District is able to obtain and maintain a waiver allowing for non-student attendance for the purposes of conferences.
3. Twice a year, in the fall and spring, secondary teachers in grades 6-12 will offer one (1) session of evening parent/guardian teacher conferences.
4. For fall conferences, high schools will conference on Wednesday, middle schools will conference on Thursday, both will have early release on Friday. In the Spring it will be reversed with high schools conferencing on Thursday and middle schools conferencing on Wednesday, with the early release on Friday.
5. See Appendix C for conference protocols.

G. **Passing Time/Breaks:** Elementary Art, Library, Music and PE teachers shall have a minimum five (5) minute passing time following each two (2) classes. Reasonable time shall be allowed during the work day for employees to attend to personal needs. Where continuous blocks of student contact time longer than 2.5 hours are not separated by a five (5) minute non-student passing time, recess or other break in the daily schedule, teachers may request regular scheduled coverage for needed relief time to be coordinated by the office.

H. **Trade Time**: In cases where an employee oversees a regular scheduled program which is not compensated by stipend or supplemental contract and where part or all of the program time extends beyond the scheduled workday, the employee may, with building administrator approval, trade the time outside of the contracted work day for an equal amount of duty free time within or at either end of a work day. Trade time will be scheduled in a manner that minimizes disruption to the building master schedule. Trade time shall be used within the same work week unless, due to extenuating circumstances, other arrangements are made with the building administrator. This time is not intended to be accumulated for use in larger blocks.

I. Kindergarten teachers shall be provided one (1) day release in the fall for TSGold reporting.

J. In order to obtain an optimum learning and teaching environment, teacher schedules and class rosters will be balanced as equitably as possible.

SECTION 7C. Facilities

A. The District shall provide the following in each building to which employees are assigned:

a. Employee parking.
b. Access (e.g., badges and keys).
c. Telephone in each room where teachers and students are regularly assigned.
d. Lockable storage.

B. In addition to 1-4 above, for each employee, the District shall, within available resources but excluding grade level or departmental budgets, provide the following:

a. A classroom or office appropriate to the assignment.

b. The classroom or office shall include a desk, computer, computer printer, desk chair, basic office supplies and adequate locking storage space for professional and/or instructional materials for the employee's use.

C. Within five (5) days of student placement in the classroom, equipment and materials required for students requiring accommodations and modifications to instruction and/or environment (including the implementation of Individualized Education Programs (IEPs), 504 plans, ELL students shall be provided.

D. The District shall maintain all facilities, equipment, and materials in a safe, clean, healthful and functional matter.

E. Employees will have access to a furnished employee lounge.

F. Employees will be provided all required materials needed to teach RSD adopted curriculum. Employees will be told at the start of the year what the ordering process is for the year.

SECTION 7D. Work Load and Class Size

A.

Grade	Overload begins when class size exceeds the # below
Extended K/Pre-School	20 (with target class size of 15)
K-1	24
2-3	26
4	28
5	29
6-7-8	31
9-10-11-12	32
Secondary Physical Ed	35
All Senior Writing Classes	28
Choir 6-12	No Limit
Band/Orchestra 7-12	No Limit
6th Grade Band/Orchestra	35
Elem Specialists (Art, Music, PE, Library)	K-1 (24), 2-3 (26), 4 (28), 5 (29)
Elem Combination Classrooms	K-1 (22), 1-2 (22), 2-3 (24), 3-4 (24), 4-5 (26)
Certificated WSLP Teacher @ Three River HomeLink	90 WSLP
Certificated Teacher @ Rivers Edge	29 WSLP, $3/FTE Overload Per Day
Contract Learning WSLP Certificated Teacher @ Rivers Edge	**50 WSLP 50 WSLP, $3/FTE Overload Per Day RiversEdge WSLP - .8 overload at 41; .2 overload at 6**
Certificated WSLP Teacher PCOA	150 WSLP, $3/FTE Overload Per Day

B. **District Adopted Social Emotional Screener Duties:**

1. To prevent overload, counselors, psychologists and social workers will only be assigned students identified by a social emotional screener who are on their current caseload.

C. **Elementary Combination Classrooms:** Teachers choosing to teach a combination class shall have the right to return to their previous single grade assignment except where it would displace a more senior employee.

1. Combination class teachers will be paid eight percent (8%) of one half (1/2) the base salary per semester as extra pay for extra work.
2. Combination class teachers (at teacher option) shall be allowed one day per semester of planning time.
    i. Said planning day shall be an instructional day; a substitute will cover the teacher's class for that day.
    ii. Said planning day shall not occur on a Monday, Friday, or otherwise immediately preceding or following a non-instructional day.

iii. With the exception of special classes and programs whose class sizes have traditionally been larger, whenever a general academic class section exceeds the above maximum standards, one or more of the steps described below shall occur provided there has been a review conducted by the supervisor, affected employee(s), and the Director of Human Resources.

D. The District shall have five (5) days at the beginning of the school year and three (3) days at the beginning of the second semester to adjust classes.
   1. In the event overloaded classes cannot be adjusted within the maximum prescribed above, then the affected employee(s) shall have the options as outlined in this Section.
   2. If overload pay is selected by the employee said overload shall be paid back to the first day of school.

E. **Overload Calculation and Payment:** The teacher shall have the option of selecting from either of the following options to **compensate for an overload**:
   1. A trained paraeducator will be provided for alleviating overload as described below, **Or** overload pay will be implemented as described below.
   2. **A student hour** is defined as the unit of overload which results from carrying an overload of one (1) student for a period of one (l) hour or the product of the factors, overload students and hours, for which the overload was carried.
   3. **A student day** is defined as the unit of overload which results from carrying an overload of one (1) student for a period of one (1) full teaching day or the product of the factors, overload students and teaching days, for which the overload was carried.
   4. Overload shall be calculated from the day the student appears on the teacher's roster until the day the student is removed from the roster.
      i. In elementary, if special education students are placed into a general education class who do not appear on the roster and for as long as the teacher provides direct services and information to special education teachers, the overload shall follow the student for the time they are assigned to the general education class.
   5. Overload pay shall be at the rate of three dollars ($3.00) per student hour or fifteen dollars ($15.00) per student day. WSLP teaachers in ALE programs will be compensated per Section 7D.A, above.

F. The District may make downward adjustments in existing overloads at any time by implementing one or more of the following options:
   1. Form an additional or combination class section.
   2. Transfer students if such transfer is feasible.
   3. Other mutually agreeable options.

G. In order to ensure input from employees directly affected by classes larger than the staffing guidelines, the following procedure shall be followed:
   1. The Principal shall meet with affected employee(s) to analyze the situation and develop a tentative solution plan.
   2. The Principal will schedule a conference with the Director of Human Resources and the affected employee(s) will participate in such conference.
   3. Determination of action to be taken shall be announced to the Principal and employee(s) within five (5) school days of the time the Superintendent receives the recommendation.

H. Deviations from these levels may occur where employee(s) and Administration have developed special variations in curriculum, instructional methods, and staff organization.

SECTION 7E. Elementary and Secondary Paraeducator Time

A. By May 1st of each year the District will meet with the Association to review the allocation of paraeducator hours to each elementary building for the purpose of maximizing student learning opportunities beyond safety related building support (i.e. crossing, playground, bus supervision, etc.). The allocation formula will provide equitable support to buildings based on student need. Principals, together with the Leadership Team, will be notified of the number of hours assigned to their building and will determine how those hours will be used.

B. Kindergarten & Library Paraeducators will be staffed at the following minimum amounts:

1. Two (2) hours per day, in increments of no less than 60 minutes.
    a. Elementary librarians shall receive 0.4 hours of para time per section per week, not to exceed ten (10) hours. For example: 25 sections x 0.4 equals 10 hours of time. 20 sections x 0.4 equals 8 hours.
2. Kindergarten & Library employees assigned paraeducators shall dictate the duties of the paraeducator

SECTION 7F. Elementary Art, Library, Music, and PE Teachers

A. Each 1.0 FTE Elementary Art, Library, Music, PE and any other Specialist Teachers will supervise and instruct a maximum of 25 classes (formerly sections) per week for purposes of staffing. This number will be prorated by FTE (i.e., an 0.8 FTE Elementary Art, Library, Music, and PE Teacher = 20 classes per week).

B. Additional classes beyond 25 sections per week will be offered in 0.05 FTE increments in order as follows:

1. To the affected Art, Library, Music, and PE Teacher if the additional sections fit into their weekly calendar.
2. To general education teachers, by seniority, to teach their own specific special(s) during their prep time as based by the building's schedule (i.e., buying prep time to teach your own special).
3. To general education teachers within the building, by seniority, with schedule availability (i.e., buying prep time to teach someone else's special).
4. By in-District posting.

C. Elementary Art, Library, Music, and PE Teachers will be provided 275 minutes of planning time per week as defined for all other elementary employees within Section 7D.

1. Any unscheduled time in excess of 15 minutes within the regular student day that is not planning time or direct contact time with students may include building duties, including supervision and interventions, as directed by the building principal.
2. During fall and spring conferences, specialists will direct that time to fulfill the duties of their position as they see fit. This can include all-district PLC time for specific specialties (i.e., all District art teachers can meet)
3. Elementary Art, Library, Music, and PE Teachers shall have a minimum five (5) minutes passing time following each two (2) class sections.

SECTION 7G. Multiple Preparations

A. Recognizing the added effort required for multiple secondary assignments, the District will attempt to schedule 1.0 FTE secondary employees for three (3) or fewer preparations per semester.

B. Distinctive preparations are created by teaching courses in different subject areas or courses within the same core subject area utilizing different adopted core curriculum.

1. Various levels of elective courses such as Art, PE, foreign language, Music and CTE do not constitute distinctive preparations.

2. HICAP/Honors courses within a subject area do not constitute a distinctive preparation.

3. The Association and District will meet and make the determination if any other elective courses are appropriate to this list.

C. When a teacher is assigned to teach a schedule requiring four or more distinctive preparations, they may request Association representation to join them for a review of their schedule by the building administrator to justify the need for the schedule and/or identify possible remedies.

D. Every effort will be made to avoid giving more than three (3) preps to an employee:

a. Provisional employee
b. Employees new to an assignment, and
c. Employees who are teaching a course for the first time

E. In the event an employee is assigned more than three (3) preps, they will be provided a stipend equal to one (1) hour of per diem multiplied by each week of the additional prep course and paid monthly.

F. Teachers who volunteer to teach more than three (3) distinct preps as part of their assignment are exempt from this section.

SECTION 7H. Grading and Promotion

A. Grading and promotion of students is a primary responsibility of the classroom teacher(s).

B. The basic decision for grading, promotion, or retention of students is to be made by the classroom teacher(s). The decision of the classroom teacher(s) may be changed by the Principal only after consultation with the teacher, providing the teacher is reasonably available.

SECTION 7I. Covering Classes

A. Employees assigned by the District to cover classes or to substitute for other employees shall be paid at the rate equivalent to 0.13% of the BA, no experience step on the approved salary schedule.

B. In order to reduce the covering of classes, the District will:

1. Attempt to schedule coaches' planning time during the last period of the day.
2. Attempt to schedule events and other activities at a later time to reduce the need for released class time.

C. The District will honor the rate defined in part A of this Section for part-time employees who volunteer to substitute teach during the school day when they are not on contracted time.

D. In the elementaries, at the beginning of the year, the building administrators and REA building representatives shall meet to put together a rotational schedule for class coverage to ensure equitable distribution of work.

SECTION 7J. Classroom Visitation

A. The parties recognize the desirability for patrons of the District to be familiar with the total educational program. It is recognized that frequent or unannounced interruptions to the classroom can be detrimental to the educational process.

B. Teachers may request or require that parents/visitors make an appointment prior to a classroom visitation in accordance with School Board Policy.

C. In order to provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, all visitors to a school and/or classroom must check in at the office.

D. School Board Policies and regulations provide guidelines to permit visitors to visit or observe in our schools and will be consulted when needed.

SECTION 7K. Certificated Employees' Responsibilities Regarding Paraeducators

A. Paraeducators serve in addition to the certificated employees who are directly responsible for each group of children.

1. Paraeducators are to perform under the direct supervision of the assigned certificated employee.
2. Paraeducators shall not be assigned to perform work in the instructional setting which will substitute or replace a certificated employee's assignment or employment.

B. Selection of Paraeducators:

1. The certificated employees may be involved in the selection of Paraeducators with whom they may be required to work.
2. The certificated employees' involvement in the selection of Paraeducators shall be consistent with the requirements of hiring Paraeducators in accordance with the Collective Bargaining Contract between the District and Paraeducators.
3. The final authority for the hiring of any Paraeducators shall rest solely with the Board.

C. Assignment and Supervision:

1. Prior to assignment of Paraeducators to a certificated employee, the District shall make every attempt to ensure that both the Paraeducator and the certificated employee have a clear understanding of the respective roles which can and are to be performed by Paraeducators.
2. The District shall discuss with each certificated employee assigned a Paraeducator the requirements of supervision expected of the certificated employee over the Paraeducator and the certificated employee shall be jointly responsible with the appropriate District administrator for the supervision of the Paraeducator.
3. Assignment of Paraeducators shall be made in such a manner that is clear to the Paraeducator which certificated employees are responsible for their supervision.

4. When necessary, pre-service training will be made available for the certificated employees who utilize the services of Paraeducators.

D. Evaluation
   1. The certificated employee assigned a Paraeducator shall be responsible to assist the appropriate administrative personnel in the evaluation of the Paraeducator. Such assistance in evaluation shall be consistent with the requirements of evaluation of Paraeducators in the negotiated Collective Bargaining Contract between the Paraeducators and the Board.
   2. The ultimate responsibility for the evaluation of Paraeducators shall rest with the appropriate District administrative personnel.

SECTION 7L. Student Teachers

A. No employee will be assigned a student teacher without the employee's prior consent.
B. When possible, such assignment shall be discussed with the employee at least two (2) weeks in advance of the student teacher's arrival.
C. An employee shall have at least two (2) years of satisfactory teaching experience before being assigned a student teacher.

SECTION 7M. Student Discipline

A. In accordance with applicable Board policy and State and Federal laws, every employee shall have the authority to discipline students for disruptive or disorderly conduct while under supervision.
B. Teachers are authorized to exclude any student from class for the remainder of a class session or elementary day.
C. Prior to the student's return to class, the administrator(s) of the school or his/her designee shall discuss with the teacher the disciplinary action taken and create a re-entry plan.
D. It is understood that building administration and employees shall enforce the building discipline procedures, and board policies and procedures.
E. When the IEP/504 team is meeting to develop or change a student BIP/504/IEP, all general education teachers of that student will be invited and given the opportunity to provide input.
   1. If meetings are scheduled during a general educations teacher's contracted teaching day, with prior approval of the building principal, release time shall be provided. If the meeting takes place outside the contracted workday, the teacher shall be paid per-diem.
F. Appropriate action will include one or more of the following:
   1. Parent/guardian contact
   2. The taking of action by the Administration that is commensurate to the offense.
   3. The establishment of a remediation program for students having behavior problems that are repetitive in nature.
G. The above is to be consistent with policies and practices of the Richland School District and Washington State/Federal laws and regulations.
H. School administrators shall meet with employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
   1. At these meetings, employees shall receive documentation showing disciplinary codes and discipline flow charts. These meetings shall be held before the first student day, during the workday.
      a. All students are expected to follow expections of the building and district discipline procedures, but students with IEP's may have additional needs related to discipline processes to meet their IEP. If questions arise regarding student discipline, employees shall reach out to case managers and/or administrators for clarification.
      b. The districe shall provide additional resources and trainings necessary for employees working with students who exhibit aggressive or violent behaviors.
I. If requested by the majority of unit members at a site, the principal and the Building Leadership Team will meet to review the concern(s) and develop a plan to address them. The Association will be notified and have the option to join the Leadership Team for this process. The principal may choose to invite parent representation at his/her discretion. The recommendation(s) of the Building Leadership Team

will be presented to the staff and the Decision Making Process will be followed to either ratify or reject the changes

J. Within the first week of each school year all employees shall be informed of the current procedural requirements in processing such discipline.
    1. The District shall provide one behavior management recording system to collect and report data consistently. Employees shall be trained in the building process for data review and shall have access to current and historical behavioral data regarding their students upon request.

K. The District will provide a time-out space for each school supervised by an employee other than a bargaining unit member (except for time-out space supervised by Dean of Students).

SECTION 7N. Developing and Exploring Curriculum

A. The Administration and the Association encourage employees and building administrators to cooperatively explore innovations in curriculum, instructional methods, and staff organization in an effort to achieve an optimum setting for instruction for their school.

B. It is further agreed that District level administrators and departments are also encouraged to explore opportunities for innovations in curriculum, instructional methods, and other avenues to enhance teaching and learning in the Richland School District.

C. It is understood that no alteration or modification that impacts the workload, pay, or working conditions of REA members will be implemented without bargaining such impacts and reaching mutual agreement of the parties.

SECTION 7O. Professional Cooperation Agreement

A. Site-Based Decision Making:
    1. "Site-based decision-making" is a joint planning and problem-solving process that seeks to enhance student learning, improve the working environment, and the professionalism of all employees at the local school site. It is a cooperative effort in which the Building Leadership Team (BLT) engages in collaborative dialogue and decision-making with all stakeholders at the school level on matters critical to the quality of student learning and the achievement of school goals which the building has established.
    2. Site based decision making shall seek a minimum of two-thirds (2/3) building consensus (not a simple majority).
    3. Site-based decision making may be used to create Pilot Programs. Pilot Programs must be reviewed and approved by the Association and the District. Any potential changes to wages, terms, and working conditions of employees caused by the implementation of a Pilot Program must be bargained, upon request.
    4. Site based decision making cannot be used to circumvent the contract or otherwise alter workload or working conditions. If the building seeks a variance of the terms and conditions of the contract it may be done through the Pilot Program process.

B. Pilot Programs: A Pilot Program is a building or district wide initiative jointly agreed to by the District and the Association requiring one or more provisions of the collective bargaining agreement to temporarily be modified or suspended. Examples of site-based initiatives which would require a Pilot Program proposal include but are not limited to advisory periods, block-scheduling, building-wide discipline programs, or any other initiative which potentially modifies or alters the Contract or would otherwise be a subject of bargaining. Pilot Programs shall have the following elements:
    1. Impacted provisions of the CBA shall be identified in a Letter of Agreement. This Letter of Agreement shall:
        i. Stipulate changes in the contract language that will be enforced for the duration of the Pilot.
        ii. Specify the duration of the Pilot.
        iii. Clearly indicate that the changes in the contract language are non-precedent setting and will expire at the end of the Pilot.

iv. Indicate the mutual responsibilities of the parties to fulfill various components of the pilot, including communication.

2. Pilot Program proposals for the subsequent school year must be received by the Association no later than June 1 to be considered for implementation.
3. A jointly agreed upon assessment mechanism will be used to determine the effectiveness of the Pilot Program.
4. A jointly agreed upon timeline will be established for assessing and reviewing the Pilot Program.
5. Upon completion of the Pilot Program the District and the Association shall meet to determine whether the Pilot Program should be extended, ended, or incorporated into the Collective Bargaining Agreement.
    i. If the parties wish to extend the Pilot, the Letter of Agreement shall stipulate the contract changes and the duration of the Pilot Program extension.
    ii. If the Pilot is ended, the original contract language that was in effect prior to the Pilot shall be enforced.
6. If the Pilot is to be incorporated into the Collective Bargaining Agreement, a recommendation to that effect shall be made to the District and the Association bargaining teams; and it will become a subject for negotiations.

C. **Professional Communication Model:** Responsible effective communication is essential for resolving conflicts and disputes at the lowest level possible.

SECTION 7P. Professional Staff Development

A. The District and the Association acknowledge the importance of effective staff development training for employees.
B. The district will identify, provide and maintain standardized classroom technology necessary for each curricular and instructional area. Professional Development for the use of this technology equipment will be provided by the District.
C. Professional development opportunities provided by the District are intended specifically for designated work assignments. In instance where professional development sessions do not pertain to the employees specific work, those employees are expected to confer with their supervisor for an alternate plan.

SECTION 7Q. Teacher's Assistance Program (TAP)

A. The District and the Association agree that induction of new staff, whether new to the profession or new to the District coming from another teaching assignment, is critical to the professional growth of an educator and the overall success of the District's instructional program.

SECTION 7R: Lesson Plans

A. Employees responsible for instruction of students shall prepare lesson plans, the form and content of which shall remain discretionary with the employee. Lesson plans shall be made available to the employee's supervisor upon request.
B. "Made Available" means having lesson plan(s) accessible for the supervisor's inspection.
C. Employees are responsible to make lesson plans available to a casual or short-term substitute(s). Such lesson plans shall contain basic information with which the substitute(s) can conduct class(es) and shall include instructional information. When possible, if the absence requires a long-term substitute (see Article XIV, Section 14A), the employee shall work with their supervisor to discuss long-term lesson planning.

SECTION 7S: Delta High School

A. Delta High School employees shall be subject to the Pasco School District adopted calendar. This shall include the first and last days of school, all holidays and breaks, Learning Improvement Days (if applicable), half days, early releases, late starts, weather delays and cancellations, conferences (if applicable), professional days, etc. Delta High School employees shall participate in "Time" days as defined by this Agreement and, if possible, the Delta staff calendar. If there are fewer "Time" days at Delta than this Agreement requires, employees will complete alternate professional development activities to make up the difference.

B. Delta High School employees shall retain any employee-directed and/or collaborative time guaranteed by the REA/RSD Collective Bargaining Agreement.
C. Delta High School employees shall receive all compensation due to him/her according to the terms of the REA/RSD Collective Bargaining Agreement.
D. Any additional work performed by an employee at Delta High School outside the contracted work day shall be compensated at the employee's applicable per diem rate of pay consistent with the definitions within the REA/RSD Collective Bargaining Agreement.
E. Delta High School employees that are eligible for TPEP shall be supervised and evaluated by the Delta High School principal using Richland School District forms and timelines and the Charlotte Danielson Instructional Framework. In the event that the Delta High School principal determines that a RSD employee has a summative "basic" or "unsatisfactory" evaluative rating, the employee shall be administratively transferred out of Delta High School to a RSD job site where their evaluation can be conducted using the District's CEL 5-D+ evaluative rubric. If no positions exist within the District, the employee can remain at Delta High School for the next school year, but shall be assigned an evaluator from the RSD's group of principals in order to evaluate the teacher using the CEL 5-D+ evaluative rubric.
F. Delta High School employees that are not eligible for TPEP shall be supervised and evaluated by the Delta High School Principal using the traditional evaluation forms defined in Article IV of the REA/RSD Collective Bargaining Agreement.
G. No RSD teacher shall be allowed to transfer to Delta High School with either a "basic" or "unsatisfactory" summative evaluation score on a TPEP evaluation or a "needs improvement" on a traditional summative evaluation.

SECTION 7T: Professional Learning Communities

A. Definitions & Intent
    1. The purpose of PLC time is to afford certificated staff the opportunity to collaborate with colleagues to enhance student learning.
    2. PLC time will be used for collaboration about the design, implementation, and assessment of instructional practices.
    3. While PLC time is intentionally defined as collaborative, there may be times where PLC members can use PLC time to work individually to implement the PLC's plan.
    4. PLC's will focus on the DuFour's "Four Questions":
        i. What do we expect our students to learn?
        ii. How will we know they are learning?
        iii. How will we respond when they don't learn?
        iv. How will we respond if they already know it?
    5. PLC Teams (i.e. grade level or departments) will chose to work together in the same building.
    6. "Singleton" employees without a natural building PLC (i.e., elementary art teachers) may choose to PLC as a district team.
    7. All employees will participate in PLC's.
    8. PLC membership may change annually or at each grading period.
    9. The District will use October 12, 2018 – the "fall professional day" – to retrain staff on the PLC initiative. The intent of this date is half all-district message and half work time within PLC's for planning purposes.
    10. During 2018-19, the parties will further discuss a cycle of PLC training over a multi-year period for implementation in 2019-20.
    11. The Board of Directors may, at their discretion, discontinue PLC time for the subsequent school year. Should this happen, this section of the contract is considered null and void.
B. Logistics, Records, and Evidence
    1. PLC's will develop written norms to guide their work.
    2. PLC's shall document their progress by a written running log and/or team notes.
        i. A District template for an electronic shared document will be provided for PLC use.
        ii. PLC's may use other types of recording processes as defined by their norms.

iii. In any event, documentation will be available for administration review automatically through the shared document system, or otherwise upon request, and may be used as TPEP evidence.
iv. Notation/documentation shall reflect the work of the PLC.

3. Students will be released on Fridays sixty (60) minutes prior to normal dismissal. PLC time will start fifteen (15) minutes after student release, and supervision of student departure will be structured to support the prompt start of PLC time.
4. Teachers who are gathering for a PLC at a single site from multiple buildings may start their PLC up to thirty (30) minutes after student dismissal to accommodate travel.
5. PLC's will last sixty (60) minutes.
6. On a Friday before a weekend or break containing a holiday, PLC's will be reduced to forty-five (45) minutes.
7. A PLC Calendar will be distributed in August to all staff annually.
8. District-Wide PLC's may be alternatively scheduled by the PLC so long as the total amount of PLC time is met and written notification is provided to principals.
9. Certificated staff who work alternative schedules (i.e., zero hour) and/or work part time will work with their PLC's to accommodate communication of team objectives, goals, and collaborative work.
10. Administrators may attend PLC's as their schedule allows and intervene with a PLC to ensure collaboration and work of the PLC is aligned to the DuFour four questions.
11. PLC's may request administrative support to facilitate the goals of the PLC and the collaborative process.
12. Trading, swapping, or repurposing PLC time is discouraged. However, buildings that desire an alternative PLC schedule must make a request for a contract waiver to the building principal, District Human Resources Director, and Association leadership consistent with this Agreement. It is expected that the building will use their decision-making protocol prior to any contract waiver request.

SECTION 7U. Alternative Learning Experience (ALEs)

A. Employees assigned to ALE programs are expected to maintain compliance with ALE requirements per OSPI directives..
B. The work day of the employee shall be 7.5 hours including a thirty (30) minute duty free lunch.
C. Supervisors may allow employees to complete projects off-site as necessary.
D. Due to the alternative and flexible scheduling present in ALE settings, specific planning time on each individual day is not guaranteed. However, 275 minutes of planning time shall be maintained per week as otherwise defined in this section. Certificated teachers in ALE programs shall be compensated per ARTICLE VII, Section 7D.
E. PCOA
    1. The work day of the employee shall be 7.5 hours including a thirty (30) minute duty free lunch.
        a. Due to the alternative and flexible scheduling present in ALE settings, the starting and ending of the 7.5-hour workday is flexible. Staff may be assigned to teach specific class(es) at specific time(s) by the administrator consistent with the building's master schedule. Non-teaching time outside of regularly scheduled class(es) is at the discretion of the employee.
        b. Secondary employee schedule:
            i. Employees may be assigned no more than 6 class periods per quarter/semester that meet no more than 2 times synchronously per week.
            ii. Employees may be assigned no more than five (5) distinct preparations per quarter/semester.
            iii. Instructional teachers shall have five (5) office hour blocks of sixty-minutes (60) scheduled each week.

iv. Instructional teachers shall have one additional sixty-minute (60) block per week during their workday at their discretion to meet the needs of students, staff and parents.
    1. Instructional teachers shall have five (5) one-on-one/small group blocks of sixty-minutes (60) scheduled each week and shared with their supervisor.
    2. Instructional teachers shall have one sixty-minute (60) block for PLC time.
    3. Class sizes shall have a limit of fifty (50) students. Each teacher shall have a maximum of 180 rostered students. Students assigned to multiple classes count as multiple students.

2. WSLPs shall be managed by a certificated WLSP teacher (see ARTICLE VII, Section 7D.). WAC 392.550.025
    a. 150 WSLPs equals a 1.0 FTE teacher
3. The District shall make substitutes available to employees as needed; if no substitute is provided, employees will create asynchronous activities for students in lieu of a substitute.
4. The District shall provide employees working remotely with a computer, document camera, and printer/scanner.
5. The District shall furnish employees with a centralized worksite for conducting job duties upon request if they so choose. At this centralized worksite employees will:
    a. Have access to a desk, computer, computer printer/scanner, desk chair, copy machine, laminator, and basic office supplies for the employee's use.
    b. Have access to a locked cabinet for personal items.
    c. Mailbox for in-district and US Mail
6. WSLP caseload may be added to a teacher's instructional assignment to increase FTE with 25 WSLPs = .2 FTE
    a. For example, a .6 FTE employee may be assigned up to 50 WSLPs to make a 1.0 FTE contract.
7. PLC time will be weekly and set by the team. The time and day and the on-line meeting link will be shared with the administrator. All PLC language otherwise applies.
8. PCOA will use their site base decision making protocol to schedule two (2) building time days in-person as outlined in Article IX Section 9A.B of the contract. All other meetings shall be on-line.

F. REHS
1. Employees at Rivers Edge High School (REHS) may work with their supervisor to reallocate the sixty (60) total minutes before and after the school day to address staff, student, and parent needs.
2. PLC time will be weekly and set by the building. The time and day will be shared with the administrator. All PLC language otherwise applies.
    a. Staff shall vote on the day and time for their PLC's.
    b. Two PLC's a month will be for curriculum development.
    c. Remaining PLC's shall follow ccl.
3. As long as REHS is a project-based school it shall operate on a trimester schedule.
4. Ongoing professional development in Project Based Learning to be decided on through site based decision making process.

G. TRHL
1. Employees at Three Rivers Homelink (TRHL) may work with their supervisor to reallocate the sixty (60) total minutes before and after the school day to address staff, student, and parent needs.
2. PLC time will be weekly and set by the building. All PLC language otherwise applies. Staff shall vote on the day and time for the PLC.
3. Work across both campuses with adequate travel time scheduled.
4. WSLP caseloads to fulfill contract assignments (allocation: 0.1 FTE = 9 WSLPs)
    a. Secondary Scheduling

i. Each course shall include one fifty-five (55) minute office hour to support student learning for that course at the discretion of the teacher.
ii. Each teacher shall not be assigned more than six (6) distinctive preparations as described in section 7G, all other provisions of that section shall apply.
iii. Each teacher may volunteer to be assigned more than six (6) preparations.
iv. Two-day per week class = 0.12 FTE (two in-person hours @ .04 FTE each + 55 min remote support @ 0.04 FTE).
v. Three-day per week class = 0.16 FTE (three in-person hours @ .04 FTE each +55 min remote support @ 0.04 FTE)

b. Elementary Scheduling
i. Each teacher will have a maximum of 25 classes per week.
ii. Each teacher shall not be assigned more than ten (10) distinctive preparations as described in Section 7G, all of the other provisions of that section shall apply.
iii. Each teacher may volunteer to be assigned more than ten (10) preparations.
iv. Each scheduled class = 0.04 FTE of teaching assignment.
v. Onsite classes meet fifty-five (55) minutes per week with no remote work assigned.

SECTION 7V. Itinerants

A. Itinerant employees shall work with their supervisor to create a written schedule that clearly identifies their designitate lunch period and planning time.
B. Itinerants are expected to work with their supervisor regarding conference schedule.

SECTION 7W. Co-Teaching

A. Definitions:

1. Co-Teacher: A general education teacher and special education teacher team or general education teacher and Multilingual Learner (MLL) endorsed teacher team who share instructional responsibility and accountability for a single group of students for whom they both have ownership.
2. Co-teaching is:
   a. A service delivery model for providing specialized instruction to which students with Individualized Education Plans (IEP's) or those who qualify through WIDA as Multilingual Learners (MLL) have access to general education curriculum in the least restrictive environment (LRE) with the provision of supplementary aids and services.
   b. Two employees co-teaching; generally, a general education teacher and a special education teacher or MLL endorsed teacher.
   c. A general education teacher and special education teacher or general education teacher and Multilingual Language Learner (MLL) endorsed teacher working together primarily in a shared classroom or workspace. Special education teachers and MLL endorsed teachers shall maintain their own classroom or workspace separate from the co-teaching classroom.

B. **Secondary Program:**

1. Co-teaching class size is the secondary class size per contract language inclusive of a maximum of 12 identified IEP students or 12 identified MLL students.
   a. The district will make every effort to keep the number of identified students in a co-teaching class at no more than 40%, but must not go above 50% of the total number of students in the class.
   b. Overload of $3.00 per student, per class, per day will be paid to all teachers in a co-teaching classroom.
2. The number of co-taught classes and/or subjects shall be limited to 2 (two) as assigned each year. Additional co-taught classes may be added at co-teacher team discretion each year, co-teacher team must agree.
3. In building volunteers
   a. For current employees choosing to co-teach, co-teaching is voluntary for year one.

b. No later than March 1st of year one, co-teachers shall choose to no longer co-teach or continue co-teaching.
c. If a teacher chooses to continue to co-teach beyond year one and then wants to leave co-teaching in a subsequent year, it would require following the current assignment and transfer language (see ART. VI) to move to a vacant position.
d. Current employees shall not be assigned to co-taught classes or "voluntold."
e. In the case of one partner of a co-teaching pair leaving the school or using the Assignment Transfer language as part of Article VI, the remaining partner may choose to continue co-teaching or shall have until March 1st or within 4 weeks of learning of the change, shall give notice to the district of their decision to stop co-teaching for the following school year.

4. New employees or current employee transfers
   a. New employees may be hired for a co-teaching position or current employees may transfer into a co-teaching position.
   b. The number of co-taught classes shall be limited to two (2) during the first year. In subsequent years, the number of co-taught classes is at co-teacher team discretion (see section 2.B above).
   c. If a teacher wants to leave co-teaching in a subsequent year, it would require following the current assignment and transfer language to move to a vacant position (see ART. VI).
5. Training and Planning
   d. For all employees co-teaching, during year one, the District shall provide one (1) hour per week paid at per diem for mentoring/coaching.
   e. Building schedules shall include a common planning period for teachers in co-teaching environments each year.
   f. All co-teachers who do not have a common planning period, (i.e. sixth period contract) they shall receive an additional (1) hour per week paid at per diem for planning each year.
6. Teachers in co-teaching classrooms shall work with their teams (IEP, RTI, building, etc.) to assign students based on student need(s) with priority given to students who qualify in specific academic areas (eg. math, ELA, etc.).
7. Teachers in co-teaching classes shall be evaluated as defined in ARTICLE V of the CBA.
8. In the absence of a teacher in a co-teaching classroom, a substitute shall be provided. Co-teachers shall not be pulled from co-taught classrooms for any reason without substitute replacement.

SECTION 7X. College in the Classroom

A. Any training compensation offered by the universities to employees for attending required trainings to teach college in the classroom that occur during the summer will be allowed to flow to the employees.

B. Teachers will be paid the flow through for attending required training to teach college in the classroom. As long as any college or university is providing compensation, All teachers attending trainings that same year will receive the same amount.

ARTICLE VIII - SPECIAL EDUCATION AND SPECIAL PROGRAMS

Specially designed instruction provided to students with individualized education plans (IEP's) may occur in a variety of settings within the District, both in and out of the general education classroom.

SECTION 8A. Definition of Terms

A. **"Contact Hour"** At the secondary level, a "contact hour" is defined as the unit of service for purposes of defining overload.
B. **"Secondary Overload"** is calculated by counting the contact hours each day.
C. **"Elementary Overload"** -at the elementary level, overload is calculated on a daily basis by counting the caseload.
D. "**SAT**" refers to Student Assistance Team.
E. **"IEP/Evaluation Team"** refers to the team that determines eligibility and develops the student's program.
F. "**SLP**" refers to Speech Language Pathologist.
G. "**OT**" refers to Occupational Therapist.
H. "**PT**" refers to Physical Therapist.
I. "**FTE**" refers to Full Time Equivalent individual.
J. "**504**" refers to an individual plan for any student who is disabled but not eligible for Special Education.
K. "**Caseload**" refers to the number of students on IEP and 504 Plans managed by a given educator. IEP's are counted as 1.0 per case for purposes of calculating caseload. 504 Plans will be counted as 0.25 per case of one (1) case for the purposes of calculating caseload.

SECTION 8B. Special Services Workload

A. Classroom support shall be based on student need as determined by the IEP. The District and Association recognize that class size and work load limits should be applied for the purpose of maximizing student learning opportunities. In order to obtain an optimum learning and teaching environment, students will be assigned to each of their classes as equitably as possible.

The following factors shall be considered in determining workload:

1. number of MDT's, IEP's and 504 Plans
2. type and severity of handicapping conditions
3. amount of paraeducator support
4. space and equipment available
5. other required job-related duties
6. number of sites
7. geographic area to be covered
8. travel time required
9. type and amount of assessment and intervention

B. Overload begins when caseload or class size exceed the number below:

Preschool

Placements	IEP caseload	Class Size
DD (Developmentally Delayed) Preschool Class size per session	22	10
ECEAP	18	18

Elementary

Placements	IEP caseload	Class Size
Resource Room	30	15
Life Skills	10	10

Structured	11	11
BESST	6	6
Supplemental Support	10	10
Extended Resource Room	11	11

Secondary

Placements	IEP caseload	Class Size
Resource Room - Majority of classes in GE	30	15
Life Skills Teacher	10	10
Supplemental Support	10	10
Extended Resource Room	11	11
Structured	11	11
BESST Teacher	11	6
Co-Teaching Classroom (Special Education + General Education)	12*	
Transition/Secondary Work Experience (life skills) Caseload and Class Size	13	15
PCOA Resource Room	35	20
*Number of students on IEP's for special programs overload. General education overload follows ARTICLE VII Section 7		

Itinerants

Position	Caseload
Occupational Therapist	40
Physical Therapist	40
Teacher for the Visually Impaired	40
Speech Language Pathologist	45
Psychologist	120

C. Employees Completing Certification/Credentialing:

When special programs employees work under the supervision of an employee in this bargaining unit for purposes of caseload management, the supervising employee shall be credited for that employee's caseload until the District receives notification of complete, regular certification/credentialing of the supervised employee

1. This does not include mentors for fully certificated or credentialed new employees.
2. Supervision of caseload should be voluntary unless there are no volunteers.
3. Supervision should be on a rotating basis.

SECTION 8C. Paraeducator Time

A. Each one point zero (1.0) FTE Special Services classroom shall have no less than six (6) hours of paraeducator time for the purpose of maximizing student learning opportunities.
    a. The work assignment of the paraeducators assigned to a special educator will be scheduled by that special educator in collaboration with the affected general educators to support special education students in both special education and general education classes. The schedule will be shared with the building administrator.
    b. Designated one-on-one paraeducator time does not count toward classroom paraeducator time.
B. Life Skills, BESST, ERR, Structured, and Supplemental Support classrooms will be staffed with an additional six (6) hours of paraeducator time in addition to the six (6) hours set forth in Section A, above.
    .
C. Preschool: three (3) hours of paraeducator time per session.
D. Occupational Therapists will be assigned six (6) hours of paraeducator time.
E. Physical Therapists will be assigned six (6) hours of paraeducator time.
F. Additional hours of paraeducator time may also be provided by the Director of Special Education for specially identified classroom situations.

SECTION 8D. Overload Calculation and Payment

A. If the number of student contact hours or class size exceeds the overload trigger, the employee shall have the option of selecting from the following:
    1. Elementary Resource/Lifeskills/ERR/BESST/Preschool/Structured/Supplemental Support:
        a. Elementary class size overload shall be paid at the rate of three dollars ($3.00) per student contact hour. The overload pay shall follow the student and shall be calculated in half-hour increments, rounded up.
        b. DD Pre-School and ECEAP shall be paid at the rate of seven dollars and fifty cents ($7.50) per student per half (1/2) day (session) of service delivery and case management.
    2. Secondary class size overload shall be paid at three dollars ($3.00) per student per contact hour.
    a.
    3. Additional paraeducator time in excess of that outlined in Section 8C. will be assigned as needed after discussion with the Director of Special Programs. If additional paraeducator time in excess of that outlined in Section 8C. is selected as an alternative, then the teacher will receive overload pay from the first day of overload until the additional paraeducator time starts on a permanent basis.
    4. Elementary and Secondary Resource Room: When the number of students exceeds 15 in an instructional hour, one (1) additional hour of paraeducator time will be scheduled to assist with their instruction, and or reschedule students to lower the class size. This will be in addition to the above remedies.

B. Psychologists, SLP's, OT's, PT's: three dollars ($3.00) per day per student over case load limits.
C. Overload pay, retroactive to the first day of overload, will continue to be paid until some other solution is agreed upon.
D. When a Resource Room teacher is split between two classrooms in different buildings then their overload is determined individually in each classroom and is not an average of both. (Other provisions of the contract dealing with split assignments will also apply).
E. Resource/Lifeskills/ERR/BESST/Preschool/Structured/Supplemental Support caseload overload shall be paid at three dollars ($3.00) per student per day for each IEP completed within legally required timelines. Overload will be paid for IEP's outside of the timeline if the reason for missing the timeline is outside of the employee's control.
    1. In the event a teacher is providing case management for an out of endorsement teacher, the endorsed employee shall be compensated at three dollars ($3.00) per student per day for case management above the caseload for the endorsed employee.
F. In cases where the IEP mandated paraeducator time is agreed to by a teacher without specific approval from the Director of Special Programs or their office representative, this additional paraeducator time

may be applied as a remedy for an existing or future overload. If the additional paraeducator time is approved or mandated by the Director of Special Programs or their office representative, it shall not count towards overload remedy.

G. When caseload levels exceed 25% of the overload threshold, the District shall endeavor to reassign students or employees to retribute caseload to the extent this alleviates the overload.

SECTION 8E. Planning Time

A. Planning time consists of planning individualized or group instruction / therapy, materials preparation, lesson planning, etc.

B. Time spent doing assessments, IEP meetings, MDTs, or assessment reports, shall not be counted as planning time.

C. Special educators will receive the same weekly total hours of planning time that general education teachers receive. Each special education teacher will work out a schedule that is acceptable to both the teacher and the building principal.

D. In an effort to support Special Education students, each Secondary resource room teacher will have a case management period during the instructional day equal to their planning time. The purpose of this additional case management period is to perform such duties as, but not limited to, assessments, IEP meetings, MDTs, assessment reports or collaboration with other staff.

E. Special education employees shall be able to access a minimum of one (1) day (7.5 hours) release time each quarter or trimester grading period for purposes of completing progress reports and/or assessments.

SECTION 8F. Incentive Pay

A. The District and Association agree the nature of Special Education requirements add significant additional time outside of the classroom. We share the following beliefs:
   1. Students receive maximum educational benefit from teachers rather than substitute teachers.
   2. The time required to attend meetings and do the related paperwork extends beyond the standard Time stipend agreement.
   3. It is important to attract and retain high quality special education staff.

B. In recognition of the additional time and effort to meet the legal timelines and documentation, special education staff will receive a supplemental contract, prorated based on FTE, according to the following schedule:

Level 1	$2700	Preschool / Resource Room Teachers, and all Special Education teachers not listed in Level 2or 3, Special Education 1:1 Nurse
Level 2	$3240	Psychologist, SLP, OT, PT, TVI, BCBA and all other certificated Special Education Itinerants
Level 3	$3780	Life Skills, BESST Teachers, Supplemental Support, ERR, Structured and Workbased Learning

C. Special education teachers who are required to provide a student (or students) service during their planning/prep time or outside of the normal student day will be paid for that time at per diem.

SECTION 8G. Facilities and Workspace

A. The District shall provide an adequate classroom / work space and appropriate furnishings for each itinerant special services staff in each building.

B. A communication system shall exist between this workspace and the office of the school in which it is located so that emergency notification is possible.

C. Itinerants will be able to draw basic office supplies (pencils, pens, post-its, legal pads, envelopes, etc.) from each building as needed to serve that building.

SECTION 8H. Multilingual Learners (MLL); Title I; Learning Assistance Program (LAP)

A. Academic support programs funded through supplemental grants such as MLL, Title I, and LAP will be designed in accordance with grant requirements and student need. Staffing will be dependent on funding allocation.
B. Instructional Specialists will be issued a $1,500 per year additional stipend.

SECTION 8I. Twin Rivers Group Home

A. The Twin Rivers Group Home teacher will timesheet hours at per diem for lost planning time as well as share with supervisor.
B. The District and the Association agree to allow the Twin Rivers Group Home certificated teacher first right-of-refusal for supervising the summer school program at the facility. Time worked for District summer school will be paid at the summer school rate per diem.
C. The District will pay Special Education Stipends consistent with Section 8F of the Collective Bargaining Agreement.

SECTION 8J. ECEAP

A. Class Size: a maximum of 18 students per session (inclusive of students from other defined programs – i.e. Title 1, Special Education)
B. Arrival and departure times for ECEAP classroom sessions (sessions are morning/AM and afternoon/PM) will be mutually decided upon by ECEAP teachers and ECEAP and building administrators so long as the schedule is compliant with the DEL grant requirements.
C. Time days may be used by ECEAP teachers for training and certification in lieu of Building/District Time Days with the mutual agreement of the ECEAP administrator, building principal, and the ECEAP teacher(s).
D. In addition to Time (T) days provided, ECEAP teachers will be allocated at least two (2) days during the school year without students for training.
E. Inclusive of any days already provided by the District, ECEAP teachers will be allocated at least three (3) days during the school year without students for the purposes of mandated ECEAP data reporting (i.e., TSGOLD).
F. Each ECEAP classroom session (sessions are morning/AM and afternoon/PM) will have no less than three (3) hours of paraeducator time for the purpose of maximizing student learning opportunities.
G. The model ECEAP classroom will be staffed by one (1) certificated teacher and two (2) paraeducators, inclusive of all breaks.
H. A minimum of 45 minutes will be allowed between morning and afternoon sessions for duty-free lunch and transition.
I. Conferences: twice per school year, the ECEAP teacher will be allowed to schedule up to five (5) days without students for parent/guardian conferences.
J. Lesson plans and menu plans will be maintained in the classroom but may be requested at any time by an ECEAP administrator for program compliance purposes.
K. Due to the requirements of the ECEAP program, only paraeducators who meet the requirements of the program will be placed in ECEAP classrooms.
L. In a year in which an ECEAP classroom is being rated for DEL, the lead teacher will be on a Focused evaluation unless by statue a comprehensive evaluation is required.
M. Each ECEAP classroom will be provided a minimum of $350 per session, per year, for consumable materials budget. A full time ECEAP teacher with two (2) daily sessions would receive a minimum of $700 annually.
N. Any technology, equipment, curriculum, or materials required by ECEAP will be provided by the District.
O. Students will be scheduled a maximum of four (4) days per week; the fifth workday of the work week being scheduled for uninterrupted planning time and collaboration so long as the weekly schedule is compliant with the DEL grant requirements.
P. School health rooms will be utilized for health conditions and toileting when necessary as decided by the ECEAP classroom teacher.

Q. Should ECEAP funding be reduced in any way resulting in reduction of staff, the District will follow ARTICLE XIII.

SECTION 8K. District Curriculum

Special education teachers shall have access to and use of any district curriculum to meet the needs of specially designed instruction (SDI).

SECTION 8L. Board Certified Behavior Analyst (BCBA)

BCBA shall be required to supervise no more than six (6) Registered Behavior Technicians (RBT). BCBAs supervising RBTs in excess of six, shall earn overload pay of $5.00 per RBT per day.

SECTION 8M. Co-Teaching

Please see Article VII, Section 7W

ARTICLE IX - CERTIFICATED CONTRACTED DAYS, SALARY and BENEFITS

SECTION 9A. Length of Contract

The length of the basic contract for full time equivalent (FTE) employees shall be as follows, with partial FTE scheduled pro-rata as assigned:

A. 180 days.

1. The Base Contract: Activities such as classroom preparation, self-reflection, goal setting, grading student work, preparing grades and progress reports, participation in a reasonable and equitable number of IEP's and 504 meetings, and attending Open House are considered base contract activities.
    a. Per-Diem calculations will be based on base salary exclusive of Time, Regionalization and Longevity stipends as defined below. Base salaries (BA+0) are as follows:
    b. The base salary will be increased by 2% or the state-funded inflationary adjustment to the CIS percentage ("IPD"), whichever is higher, for 2026-2027 and 2027-2028 school years. Salary increases will be effective on the September pay warrant.
        a. For the 2025-2026 school year only there will be 1.5% increase added to the base salary.
    c. If it is determined that the language in the Master Agreement is inconsistent with State Law, the parties agree to meet to establish compliance.

B. Salary schedules for each year of this agreement can be found in the appendix.Time Stipend

1. Employees will be issued a supplemental contract for eight (8) extra workdays beyond their 180 day contract. These additional time days shall be used for:
    a. For the school year of 2025-2026, there will be three District directed days, two of which are optional. Optional District directed training days are scheduled in October of 2025 and March of 2026.
    b. Starting in the 2026-2027 school year, there will be three (3) District directed days.
        i. One (1) District day is mandatory and shall be scheduled the week before school begins in August.
        ii. Two (2) of the three (3) District days shall be optional pay days starting in August 2026.
            a) One (1) District day is optional and shall be scheduled the week before school begins, in August.
            b) One (1) District day is optional and shall be scheduled on the October professional day.
    c. Three (3) days are building directed days that must:
        i. Include the day before school.
        ii. Two (2) of the days shall be voted on by buildings using the site based decision making process to be held either in August or the March professional day starting in the 2026-2027 school year.
    d. One (1) day shall be utilized for employees to complete annual training around safety protocols. Time available beyond the annual safety training requirement shall be used at employee discretion for classroom preparation.
    e. The eighth (8th) day is in the SEL MOU and is contingent on the MOU continuing.
2. In case of absence(s), employees will take leave from appropriate leave banks to cover mandatory scheduled Time days.

C. Longevity Stipend

1. A 1.5% of the base supplemental contract will be added to total compensation beginning with Year 18 as an enrichment responsibility stipend in recognition of ongoing contributions of experienced teachers to the professional learning and mentorship of colleagues. This will be reflected in the salary schedules as a separate row.

SECTION 9B. Certificated Salary

A. Full experience increments shall be paid effective the first working day of the school year. New educational increments shall be paid no later than the November payroll and shall be retroactive to the first working day of the school year.

B. Salary schedules are attached to this Agreement for2025-26, 2026-2027 and 2027-2028.

C. Full credit will be given for verified teaching experience in other school districts, accredited colleges, universities, and related work experience requiring a valid teaching certificate in accordance with the appropriate state regulations as designated in the 2018 S-275 reporting instructions for certificated staff experience and education credits.

D. Experience credit will be given up to three (3) years for time in the Armed Services provided service interrupted the applicant's teaching career. Suitable documentary evidence must be submitted to the Office of Human Resources by the claimant.

E. Career and Technical Education certificated employees: Recognition of additional work experience, CTE Clock Hours, and conversion of work experience to nondegree education credits.

The provisions of this section apply to all Career and Technical Education (CTE) instructors working under an initial, continuing, or conditional CTE certificate and require the employee to have already met the 6000-hour (3 year) minimum requirement for occupational experience for their certificate.

Employees who have met the minimum occupational experience requirement may accrue employment experience for those positions they held that required them to supervise or manage others in the occupational area in which they are instructing.

All CTE certificated employees may apply CTE Clock hours earned for CTE training that is for the purpose of maintaining the CTE certification under WAC 181-77-003 toward placement and advancement on the salary schedule. For every 10 CTE Clock hours, the employee shall be granted 1 education credit for salary schedule placement.

A non-degree certificated employee who is working under a CTE certificate (initial, continuing, or conditional) without a BA or higher-level degree may earn nondegree education credit through occupational experience through either paid or unpaid work in the field being taught. For every 100 hours of occupational experience beyond the 6000-hour minimum required for nondegree certification, the employee may earn 1 education credit limited to 20 education credits per year. Industry experience more than 2000 hours may not be banked or carried over from year to year. Each year must be calculated separately.

F. Certificated employees teaching in the secondary schools who assume regular teaching responsibilities for a **sixth period** in lieu of a regular planning period will be paid an extra one-fifth (1/5) of their regular salary as compensation for the sixth teaching period.
    1. The acceptance of a sixth period teaching contract shall be voluntary.
    2. Sixth period teaching contracts will be posted in building and given to the most senior qualified employee with schedule availability.

G. Employees anticipating salary improvement by reason of additional professional preparation must **submit official transcripts**, clock hour receipts, or copies of Standard or Continuing Certificates prior to **October 1** in order to receive credit for new educational increments in the November pay warrant. Discrepancies discovered in data submitted by October 1 may be corrected within two weeks following the October 1 deadline.

SECTION 9C. Extra Service Periods

A. Any extension of the basic work year shall be paid at the rate of $1/180^{th}$ of the individual's actual base salary and shall be paid by supplemental contract as extra pay for extra work.

SECTION 9D. Mileage Reimbursement

A. The District shall reimburse the employees who drive their own cars on District business at the State reimbursement rate. The District shall reimburse employees who are required to pay an insurance surcharge because of car use on District business at the mileage rate stated above plus 3 cents per mile.

SECTION 9E. Split Assignments

A. When an employee is required to travel between two (or more) buildings as a result of building-assigned classes, the employee will be paid 4% of their base salary per semester.

SECTION 9F. Insurance Benefits

A. School Employees Benefit Board (SEBB)

1. Employee health benefits will be provided by the state through the School Employee Benefits Board (SEBB).
2. The State provides benefits to employees through SEBB, including but not limited to:
    a. Medical plan
    b. Vision
    c. Dental including orthodontia
    d. Basic life and accidental death and dismemberment insurance (AD&D)
    e. Basic long-term disability
3. Employees are eligible to participate in the following:
    a. Medical Flexible Spending Arrangement (FSA)
    b. Dependent Care Assistance Program (DCAP) offered by the employer.
    c. Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is chosen.
4. In addition, employees shall be able to utilize payroll deduction for optional benefits as allowed by SEBB, including but not limited to, supplemental long term disability, supplemental life insurance, or anything else authorized through SEBB.
5. Information on those benefits are available through the SEBB website, or through the District's Human Resources office.
6. As approved on an annual basis, the District will offer employees the opportunity to participate in a VEBA plan allowing employees to contribute accumulated leave cash-out toward post-retirement benefits, under the terms available through the selected plan.

SECTION 9G: Teacher Bonuses

A. Washington State provides a bonus to all eligible K-12 public school National Board Certified Teachers (NBCTs).
B. The District shall pay bonuses to all eligible National Board Certified and national association certified teachers and ESA's, including counselors, psychologists, nurses, occupational therapists, physical therapists, and speech language pathologists.
C. Teachers and ESA's who hold a valid certification from the National Board of Professional Teaching Standards (NBPTS) or similar national associations such as the National Board of Certified Counselors (NBCC), the National Association of School Psychologists (NASP), the National Board for the Certification of School Nurses (NBCSN), the National Board for Certification of Occupational Therapy (NBCOT), the Federation of the State Boards of Physical Therapy (FSBPT), and the American Speech-Language-Haring Association (ASHA) shall be paid an annual bonus equal to the NBCT stipend.
    1. Employees who hold a valid certificate from National Boards for the entire duration of the academic year will receive an annual bonus as set by the state.
    2. Employees who attain a valid certificate from National Boards during the current school year will receive 60% of the annual bonus for that current year.
    3. Employees in qualifying challenging schools may receive an additional bonus. This additional bonus is based on the employee's percentage of time spent in the qualifying challenging area. WAC 392-140-973(3) provides additional guidance on eligibility details.
D. Payment of National Board Certified Teacher (NBCT) or equivalent national bonus will be paid within the month immediately following the District's receipt of NBCT funds from the State.
E. If the State discontinues NBCT bonuses, the District will not be obligated to pay these bonuses for all employees.

SECTION 9H: Retirement Incentive

The District shall offer early retirement/resignation notification incentives in the amount of $1,000 per employee. To qualify for the retirement incentive, employees must provide the District, by February 28,, a binding retirement notice that is effective no later than August 31, of that year.

ARTICLE X - SUPPLEMENTAL CONTRACTS

SECTION 10A. Stipends and Extra Duty Contracts

A. "Stipend" is a fixed, regular sum paid as salary.
B. "Supplemental Contract" is an additional contract for payment for additional work.
C. "Differential Salary" is payment for supervision of certain activities outside of the workday and may be co-curricular or extracurricular

SECTION 10B. Department Heads and Grade Level Chairs

A. General Purpose
   1. Department Heads and Grade Level Chairs are beneficial to the District instructional program. Department Heads and Grade Level Chairs shall not be considered as supervisors and, as such, shall be assigned and given responsibilities as prescribed herein.
   2. Each school shall be allocated Department Head and Grade Level Chair positions based on the stipends listed in C below. Elementary Schools will receive eight (8) stipends to be designated for each grade level inclusive of kindergarten through fifth (5^{th}) grade plus one (1) for building specialists and one (1) for special education teachers.
   3. Members of departments and grade levels shall annually express their preference for Department Heads or Grade Level Chairs. The preference will be honored unless the administrator demonstrates cause to override the result. In this circumstance, the administrator will contact the Association president to discuss the reason(s).
   4. Department Heads and Grade Level Chairs shall be members of the Building Leadership Team, and primarily responsible to their department or grade level and to the appropriate administrator.
   5. The District may establish District-level departments as deemed necessary during the existence of this contract.

B. Responsibilities of Building Department Heads and Grade Level Chairs shall include, but not be limited to, the following:
   1. Inventory
      a. Curriculum
      b. Supplies
   2. Follow District and/or building process to order equipment and materials
   3. Participate in the budget process as defined by building practice
   4. Organize and preside at regular department meetings outside of PLC time
   5. Serve as a representative of the department/grade level
   6. Assist employees within the department or grade level
   7. Assist employees in understanding and implementing the present program with available materials
   8. Serve as liaison between department/grade level and Building Leadership Team

C. Annual payment for Department Heads, Team and Grade Level Chairs will be related to the BA, no experience step of the salary schedule as follows:

Building Level: Extra-Large (11+ members)	8%
Building Level: Large (8-10 members)	7%
Building Level: Medium (6-7 members)	6%
Building Level: Small (3-5 members)	4%

D. Selection criteria for filling of stipend positions by staff will be developed at the building level and shared with the Association. The method used shall allow for rotation and equal opportunity for those staff qualified, willing and available to perform the required function.
E. Responsibilities of District Department Heads shall include, but not be limited to, the following:
   1. Inventory

a. Curriculum
b. Supplies
c. Movable equipment

2. Follow District and/or building process to order equipment and materials
3. Participate in the budget process as defined by District practice
4. Organize and preside at regular department itinerant meetings
5. Serve as a representative of the itinerant group
6. Assist employees within the department
7. Assist administration gathering and sharing feedback about programs within the department/grade level
8. Inform employees about professional meetings, professional development and other opportunities
9. Assist employees in understanding and implementing the present program with available materials
10. Serve as liaison between District level department and District level supervisor/coordinator by attending District level meetings.

District Level Itinerants (school psychologists, SLP, OT, PT, Nurses, special education itinerant teachers, social workers, BCBA)	8%
District Level Counselor: Elementary (1), Middle (1), High (1)	8%

SECTION 10C. Extra Duties, Committees and Curriculum Work

A. Hourly salaries for work performed outside the contracted school day shall be no less than 0.09% of the BA, no experience step of the salary schedule.
   1. 0.09% for district level curriculum committee work
   2. Representation shall be one (1) person per building, per curricular area
   3. Per Diem for sixth (6^{th}) period contract and targeted assistance summer school programs and consulting work.

SECTION 10D. Supplementary Contracts - Differential Salaries

A. Length of Contract: Supplementary Contracts shall be issued for one year.
B. Non-Renewal: If a Supplementary Contract is not renewed, the employee affected upon request will be given written reasons for such non-renewal.
C. Use of Certificated Employees for Differential Salary Schedule Positions: the District shall make every reasonable effort to insure that the positions to be covered by the Differential Salary Schedule are held by certificated personnel. Nothing in this Contract shall prevent the District from hiring a non-certificated person in the event a qualified certificated person cannot be found or is not available.
D. Evaluation: All employees covered by this Section shall not formally evaluate other members of the bargaining unit.

SECTION 10E. Supplemental Days

A. Additional service contracts shall automatically be issued to the individuals who hold the following positions to be completed at the employees prescribed workplace:

Library/Media Specialists	5 days
Elementary School Counselors**	7 days*
Middle School Counselors**	14 days*
Senior High School Counselors**	15 days*

Nurses	12 days. *
ESA/Social Worker	10 days
BCBA	10 days

*Two of the supplemental days built into the contract shall be used for work related duties outside of the contracted time and communicated with the supervisor**.**

SECTION 10F. Itinerants

Itinerants are all ESA (Educational Staff Associate) employees and certificated therapists including nurses, psychologists, counselors, ESA-social workers, Board Certified Behavior Analysts (BCBA), occupational therapists, physical therapists, speech language pathologists, and teacher(s) of the visually impaired.

A. Upon hire with the Richland School District, nurses, occupational therapists, physical therapists, and speech language pathologists shall be placed on the salary schedule according to documented education, experience and professional learning which shall include non-school district related experience in their field of work. For appropriate placement on the salary schedule, the District must receive all documentation of experience and education (including continued competency activities for nurses) by October 1
B. For appropriate placement on the salary schedule, verified experience in an itinerant position both in schools and in other non-school settings shall be utilized.
C. Employees shall be paid mileage for travel between buildings
D. Nurses
    a. For covering vacancies or leaves of nurses which exceed fifteen (15) consecutive work days, the District shall provide compensation in the form of a 6th period contract paid at one-fifth (1/5) of an employee's base salary as payment for additional work to substitute for an absent nurse or temporarily cover a vacant position. The 6th period contract shall be prorated for the anticipated duration of the reassignment and/or increased workload period.
    b. For covering short-term vacancies or leaves of fifteen (15) days or less, nurses shall timesheet the time spent performing "substitute" duties with supervisor's approval and be paid at class coverage rate.
    c. Nurses shall be allotted ten (10) days prior to the start of school for administrative duties related to file reviews and teacher notification of health plans (see Section 10E, Supplemental Days)
    d. Nurses shall be provided space within their assigned building(s) for confidential work. Said space shall be equipped with at least a desk or table, an office chair and a telephone.
E. Itinerants (other than nurses)
    e. For covering vacancies or leaves of itinerants which exceed fifteen (15) consecutive workdays, the District shall provide compensation in the form of a 6th period contract paid at one-fifth (1/5) of an employee's base salary as payment for additional work to substitute for an absent itinerant or temporarily cover a vacant position. The 6th period contract shall be prorated for the anticipated duration of the reassignment and/or increased workload period. If this would place the employee in overload the employee will receive the greater of the two payments but not both.
    f. For covering short-term vacancies or leaves of fifteen (15) days or less, itinerants shall timesheet the time spent performing "substitute" duties with supervisor's approval and be paid at class coverage rate.

SECTION 10G. Summer School

A. Employees teaching summer school shall be paid the higher of hourly per diem or curriculum rate.
B. All vacated or new summer school positions will be posted and hired consistent with Article VI (Assignment, Transfer, and Vacancy) of the Collective Bargaining Agreement.
C. Vacant summer school positions will be posted on or by April 15th.
D. Preference may be given to summer school teachers(s) and coordinator(s) that served in the same position in the prior summer based on prior year satisfactory summer school performance.

SECTION 10H. Career & Technical Education (CTE)

A. Full Time 1.0 FTE Secondary CTE employees are to be paid additional days in a supplemental contract that reflects the workload of the class/course. Identical classes/courses between buildings will receive an identical supplemental contract.
B. Employees with split CTE/General Ed or partial CTE FTE assignments will be paid via monthly timesheet equal to the prorated amount of the CTE supplemental contract that their FTE in CTE would generate.
C. By September 15th annually, the District will provide a master list of CTE supplemental contracts by class/course and site.
D. The District can adjust supplemental contracts on a yearly basis based on workload adjustments to the class/course and/or budgetary changes at the state level.
E. CTE employees will be assigned extra days as follows:
    a. 20 days for Career Specialists (Five days before the start of the school year, five days after the last day of the school year and 10 days concurrent with the 180 day school year.)
    b. 5 days for Student Store, JROTC, Tech Ed, CTE Sciences, and FASCE (only if teaching Foods & Nutrition).
    c. 3 Days for all other 1.0 FTE CTE Teachers
        i. For attending advisory meetings, data entry for Industry Recognized Credentials (IRC), and Work Base Learning (WBL) other CTE duties as applicable to their job assignment.
    d. These days will be prorated to the percentage of the work day assigned to CTE.
F. Additional duties beyond these extended days can be time-sheeted at per-diem consistent with the terms of the Collective Bargaining Agreement. Prior authorization by the CTE Director is required.
G. CTE employees who act as Advisors for nationally affiliated student organizations (such as DECA, FFA, and JROTC) will be paid an extracurricular stipend as defined in the Coaches/Extracurricular Collective Bargaining Agreement.

SECTION 10I. Teacher Release Time

A. For high school activity director, middle-school hi-cap department head, new teacher induction positions, and any other position created, added, or substantially restructured by the District (see Article I, Section 1B), the District may choose to provide paid release time from teaching assignment in-lieu-of or in addition to a position stipend. The number and type of paid release periods will be based on funding and program need but shall not exceed the equivalent of 0.2 FTE (with the exception of high school activities directors which may be granted release time of not more than 0.6 FTE) of an employee's contract. These positions will be identified each fall and communicated to the Association by October 1. Selection of employees for these positions will be in accordance with the criteria set forth in the job description.

ARTICLE XI - TEACHERS ON LEAVE FROM CLASSROOM ASSIGNMENTS

SECTION 11A. Dean of Students

A. General Purpose

1. Deans of Students are beneficial to the District instructional program. Deans of Students shall not be considered as administrators/supervisors and, as such, shall be assigned and given responsibilities as prescribed herein.
2. Deans of Students shall be primarily responsible to the principal and/or assistant principal. They will assist the principal in daily and on-going administrative duties.
3. It is intended that the Dean of Student position be a "training" position for future administrators, therefore preference will be given to staff members who have completed an intern program, are current or beginning principal interns, or have previously expressed an interest in becoming a principal intern.
4. Dean of Student positions will be posted In-District initially and there will be no in-building or seniority preference. Positions will be posted out of district only if an in-district applicant is not selected.
5. It is intended that a staff member will not serve longer than three (3) years as a Dean of Students. It is intended that since the position is a "training" position, the staff member will seek an administrative position or return to the classroom if they decide they are not ready or interested in pursuing an administrative position.
6. Deans of Students will be evaluated using the Professional Growth Evaluation Format or a modified Teacher Evaluation form developed by the Association and District.
7. Deans of Students will retain their seniority and will be part of the building staff. Should a RIF occur, they will have the same rights under ARTICLE VI Assignment, Transfer, and Vacancy as any other certificated staff member. Each building shall be allocated a Dean of Student position when the administration determines that enrollment is sufficient to justify the additional position.

B. Supplemental Days

1. Secondary (including Alternative Programs) Dean of Students will be given the basic teacher contract of 180 days and supplemental contracts for time, regionalization, and longevity (if applicable). In addition, they will be given twenty (20) extended days paid at per diem.
2. Elementary Dean of Students will be given the basic teacher contract of 180 days and supplemental contracts for time, regionalization, and longevity (if applicable). In addition, they will be given fifteen (15) extended days paid at per diem.

C. Responsibilities of Dean of Students shall include, but not be limited to, the following:

1. Assist building principal and leadership committees with providing curricular and instructional support leadership to effect systemic educational change and reform.
2. Assist in developing and implementing building and District policies and procedures.
3. Assist in supervising, directing, and assessing instructional programs at the site.
4. Serve as an on-going member of Leadership Team and assist Principal and Learning Improvement Team in development and implementation of School Improvement Plan.
5. Share responsibility with administrative team for providing supervision of student activities.
6. Assist in screening and interviewing staff applicants.
7. Assist principal with the evaluation of classified staff.
8. Assist principal in developing schedules.
9. Assume responsibility for daily student discipline, and monitor student attendance issues serving as liaison to courts as needed.
10. Serve and lead committees as needed or requested by principal.
11. Assist in managing building events.
12. Complete other tasks as assigned by principal.

ARTICLE XII - LEAVES, BEREAVEMENT, SHARED ASSIGNMENT

SECTION 12A. LEAVES

Certificated employees of the District are expected to fulfill the attendance requirements of their positions. Excused absence or leave is permitted to employees under contract under certain conditions.

A. Paid and Unpaid Leaves (see Appendix for SEBB/SHARED LEAVE/PFML MOU):

Type of Leave	Status of Leave
Personal Illness, Injury, Parental, Adoption, and Emergencies	Paid/Shared Sick Leave by Application & Approval
Personal Illness or Injury Leave	Unpaid
Family Illness and Religious Observation	Paid
Bereavement	Paid
Personal Leave	Paid
Jury Duty	Paid
Military	Paid 21 days, unpaid thereafter
Professional Leave	Paid
Indeterminate Leave	Unpaid
Other Leaves	Unpaid
Association Leave	Paid (paid by REA Membership Dues)

B. Leave for Personal Illness, Injury, Maternity, Paternity and Emergencies:

1. Each full-time employee of the District under contract for one (1) year shall be entitled to receive up to twelve (12) days of paid leave for illness, injury, or emergency purposes as defined herein. Other similarly contracted employees who are less than full-time equivalent employees shall be given a pro-rated amount of leave within this category.
2. Leave eligibility granted under this Section shall be credited to each employee at the beginning of the school year or at such other time as the employee enters into an employment contract with the District.
3. Deduction from this allocation of leave days shall be made for each absence occasioned by legitimate claims of the following kinds: personal illness, injury, maternity, paternity, or disability.
4. An employee may exercise an option to receive remuneration for unused leave under this Section accumulated in the previous year at a rate equal to one (1) day's compensation of the employee for each four (4) full days accrued leave for illness, injury, and maternity in excess of sixty (60) days.
    a. Leave for illness, injury, and maternity for which compensation has been received shall be deducted from the employee's accumulated sick leave at the rate of four (4) days for everyone (1) day's compensation paid.
    b. At the time of an employee's separation from the District due to retirement or death, an eligible employee or employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation for the employee for each four (4) days accrued leave under this Section.
5. The District shall grant emergency leave for the following reasons:
    a. Illness or hospitalization of a member of the employee's immediate family.
    b. Serious damage to personal property.
    c. Legal proceedings in which the court mandates attendance by the employee unless the case involves the District as a defendant and the employee as a petitioner.
6. The District may grant emergency leave in other extraordinary circumstances which cause the employee to be away from work. Other emergencies are defined as:
    a. Circumstances that must have been suddenly precipitated, must be of such nature that planning is not possible, or
    b. That planning could not relieve the necessity for the employee's absence.
    c. Under this provision, if the leave request is granted, the employee shall first have exhausted other applicable leaves.

7. In all instances described in 5 and 6 above, emergency leave shall be deducted from accumulated sick leave in the same manner as deducted for illness or injury.

C. Personal Illness or Injury Leave:

1. If an employee exercises the leave provision of this Section provided for in paragraph B for personal injury or personal illness, employees shall, when possible, give advance notice of at least two (2) weeks to the District of their intent to return to employment.
2. When the leave provisions of this Section are exercised for the reasons of personal health or personal illness, the District shall have the option of requiring a physician's statement or other acceptable documentation testifying to the employee's illness and recovery.
3. In addition to the leave provided in paragraph B of this Section, employees who are unable to perform their duties because of personal illness or injury and disability there from, may upon request, be granted at the discretion of the District, a leave of absence without pay at the exhaustion of the illness, or disability. This leave of absence shall be without pay and for no more than one (1) school year, except that this leave may be renewed annually upon application to and approval from the Superintendent.

D. Parental Leave:

1. The following terms and conditions shall apply to persons who are seeking leave under paragraph B of this Section for the reasons of maternity/paternity or pregnancy.
2. Parental Leave shall commence at the designation of the employee, the employee's personal physician, and immediate supervisor provided that said leave shall not commence more than thirty (30) calendar days prior to the estimated date of childbirth, unless medically required and the employee's attending physician so certifies in writing to the District.
3. The duration of the parental leave shall be from commencement to a period of ninety (90) contract and/or school days following childbirth unless the requesting employee's attending physician makes a written recommendation that the duration of the maternity leave shall extend beyond the ninety (90) days.
4. Employees are entitled to apply for shared leave
5. An employee requesting parental leave shall notify the District at least two (2) weeks prior to the day at which the employee desires to commence the maternity/paternity leave.
6. The employee shall also notify the District at least two (2) weeks prior to the date which the employee intends to return to work following parental leave.
7. In any event, the employee shall notify the District within at least thirty (30) days after childbirth of the date at which the employee intends to return to work for the District.
8. Certificated employees returning from parental leave shall be placed in their former positions in the District or in a similar position in the District.
9. If an employee does not have available accrued leave to use for parental leave purposes, the employee may be granted a leave of absence for a reasonable period of time for the purpose of parental leave and retain the right to return to the employee's former position or a similar position provided that this non-paid leave of absence shall not extend beyond the end of the current contract year it was granted.
10. In the event that childbirth occurs between the last contract day in the spring and the first contract day of the following school year, this non-paid leave may be granted for the following contract year but shall not extend beyond that contract year.

E. Family Illness and Religious Observance Leave:

1. The leave provided herein for the purpose of attending serious family illness, significant accident or Religious Observance shall be limited to three (3) days in any one (1) contract year.
2. Family illness shall be defined as the situation where the presence of the employee is necessary to administer to the serious illness or significant accident of any one or more of the family members. The District may request verification of the use of these days.
    a. Any person residing in the household of the employee.
    b. In addition, for any parents, spouse, domestic partners, step-parents, guardians, grandparents, brothers, sisters, step-brothers, step-sisters, children, step-children, in-laws and grandchildren.

3. Certificated employees may need to be absent during regularly scheduled days for the purpose of religious observance of the employee's faith.
    a. Leave notice for religious observance shall be directed to the immediate supervisor on the form provided by the District.
    b. When possible, the employee shall give at least three (3) days advance notice of the intended leave.

F. Bereavement Leave:

1. The leave provided in this paragraph for the purpose of bereavement shall be limited to a maximum of five (5) days leave within a twenty (20) day period for each case of absence caused by death in the immediate family.
2. Immediate family is defined as spouse, domestic partners, parents, step-parents, guardians, grandparents, brothers, sisters, step-brothers, step-sisters, children, step-children, in-laws and grandchildren.
3. Bereavement leave shall be allowed for absence occasioned by the death in the employee's spouse's and children's immediate family provided that said leave shall be limited to a maximum of three (3) days per occasion.
4. Bereavement leave shall not be accumulative.
5. Bereavement leave limited to one (1) day of leave with pay is hereby provided in case of absence caused by death of:
    a. A close friend or
    b. A relative not included in the "immediate family".
    c. The single-day bereavement leave provided in this paragraph is limited to three (3) occasions per year.
    d. Such leave is not accumulative.
6. Bereavement leave shall be taken in whole-day or half-day increments.

G. Personal Leave:

1. The District recognizes that at times personal circumstances may require the absence of an employee during working hours.
2. Under such circumstances, the employee shall be entitled to three (3) days per year of personal leave.
3. The leave notice shall be directed to the immediate supervisor on the form provided by District.
4. When possible, the employee shall give at least one (1) contract day advance notice of the intended leave, except in the case of emergencies. Personal leave requested within three (3) contract days of the date of the intended leave will be granted contingent upon substitute teacher availability.
5. When the number of employees requesting leave for a particular day restricts the operation of an individual school or the District, the leave requests shall be granted in a manner to minimize such impact.
6. Personal leave will not be allowed on the first or last instructional day of the school year.
7. Personal leave may be taken in hourly, whole-day or half-day increments.
8. Unused personal leave may also be banked, at the employee's option, to a maximum of four (4) days (in June). After receiving three (3) additional days the following September, an employee shall then have the option to use not more than five (5) personal leave days consecutively in a school year through the use of current and banked leave days.
9. Unused personal leave may also be cashed out at the end of each year at the rate of one (1) day for one (1) day at per diem.
10. TRS I employees will not be allowed to cash out unused personal leave days during their last two years prior to retirement due to the Excess Compensation penalty imposed on the School District by the retirement system. Instead of the cash out provision, TRS I employees will instead be allowed to trade unused personal leave for per diem day pay at the rate of one (1) personal leave day for 3.75 hours or two (2) personal leave days for 7.5 hours.

H. Jury Duty:

1. In cases where jury duty is required, paid leave shall be granted provided that any funds received by the employee for jury duty shall be retained by the employee. The leave provided in this paragraph shall be in addition to the leave provided in paragraph B.

2. On any day that a staff member is released from jury duty or as a witness by the court and four or more hours of the staff member's scheduled work day remains, the staff member is to inform his/her supervisor and report to work if necessary.

I. Military Leave:

1. Certificated employees may be granted military leave absence during the time required in the Armed Services of the United States.
2. Military leaves of absence for present employees who are required to be in the service are construed as school service in determining experience credits for salary purposes.
3. Military leaves of absence shall be paid up to twenty-one (21) days per year.
4. Additional military leave is without pay.
5. Certificated employees granted such military leave upon returning shall be placed in their former position or similar position.

J. Professional Leave:

1. Where the District requires an employee to attend or participate in a professional meeting other than Association business meetings, then the District shall grant leave for said participation without deduction and shall reimburse the employee the reasonable actual expenses incurred in said participation.
2. This leave shall be in addition to the leave provided in paragraph B of this Section and shall not be deducted there from.
3. Certificated employees may request leave for participation in professional meetings other than those required in (1), excluding Association business meetings.
4. The granting of this leave shall be at the sole discretion of the District.
5. The District shall reimburse the employee the reasonable, actual expenses incurred for such leave.
    a. Reimbursement shall be in accordance with District rules and regulations.
    b. The employee may waive all or part of the granted reimbursement allowing the participation of more people.
6. Certificated employees may request leave from the District for participation in civic organizations not related to their profession.
    a. The granting of this leave shall be at the sole discretion of the District and shall be without pay.
    b. The leave provided in this paragraph shall not exceed five (5) days per meeting.
7. When the District approves that an employee is needed to transfer or accompany a student (or several students) when they are representing the District or the individual school to activities, and said employee misses regularly scheduled class time, the District will grant professional leave for such absence.

K. Other Leaves:

1. Leaves of absence for one (1) full contract year without pay may be granted to employees for the purpose of study, travel, recuperation, working in a professionally related field, or any other purposes.
    a. An employee will be expected to have completed at least two (2) consecutive years of successful service in the District prior to the commencement of leave under this policy.
    b. Under unusual circumstances, the Superintendent may recommend that leave be granted to employees with fewer than two (2) years of service.
    c. Such leaves of absence shall be automatically terminated and all rights to a position in the District forfeited if the employee signs a "continuing contract" in another school district.
2. Leaves of absence for up to two (2) full contract years without pay may be granted to employees for the purpose of child rearing.
3. Such leaves may be extended upon the recommendation of the Superintendent and at the sole discretion of the District. Certificated employees who wish to request an extension of a leave must request the extension before March 1.
4. A leave of absence granted under this sub-Section without pay for one (1) year of study entitles an employee to a normal salary increment.

5. Leaves of absence granted under this policy shall be limited so that no more than five percent (5%) of the employees of the District are on leave at one time. Under unusual circumstances, the Board may increase the five percent (5%) limit.
6. If the number of applications exceeds five percent (5%) applications shall have the following preferential priority:
    a. Advanced study
    b. Recuperation
    c. Child rearing
    d. Travel
    e. Work
    f. Other
    g. In the event it becomes necessary to limit leaves allowed within categories above, the candidate(s) possessing greatest seniority shall prevail.
7. Upon the request of an employee on leave, the District shall make provisions for the continuance of an employee's participation in any District group insurance program, subject to approval of the carrier. The entire premium required shall be paid by the employee to the District payroll office on a monthly basis as required by the payroll office.

L. Association Leave:

1. Approved leave shall be allowed for Association activities. Recipients of such leave must be officials of the Association, its constituent organizations, or members of these organizations who are designated as official delegates or participants in the activities.
2. Guidelines for Association Leave:
    a. When the Association and the District agree to conduct bargaining session(s) during the contract day, members of the Association bargaining team shall be excused without loss of pay, and the District will pay the costs of the substitute(s), should any be necessary.
    b. For any other approved association leave, the Association shall pay to the District the costs of the substitute, should any be necessary. This amount shall be equal to one (1) day's substitute pay plus fringe benefits for each day of association leave used during the contract year.
    c. In order to be approved by the District, requests for association leave shall be submitted by the Association in writing to the Human Resources office prior to the leave.
    d. Prior to the leave, the member shall complete the proper leave request forms provided by the District.

M. **Officer Leave of Absence:**

1. The District shall grant the Association President, a full-time paid leave of absence from their teaching position for the 2-year term of service as president.
2. The District shall grant a leave of absence to the Association President's designee in the proportion requested.
3. The leave portion of the contract to include salary, benefits, retirement contributions, and as if the president and the president's designee, if applicable, were on a regular teaching assignment shall be paid to the employee by the District and the District shall be fully reimbursed by the Association.
4. The employee(s) shall receive full experience credits and all other contractual benefits, rights, and responsibilities as provided by the state and the Collective Bargaining Agreement. They will also retain all seniority rights under this contract for the period of the leave.
5. Upon completion of the two-year leave, the full-time president and/or the president's designee on leave, if applicable shall return to their previous teaching assignment or a mutually agreed upon alternative assignment.

N. Return from Leaves:

1. An employee returning from a leave of absence of up to one (1) year granted under the provisions of this Section shall be given the same consideration for returning to the position of last assignment or a similar position within the District, as if the employee had been on active duty.
2. An employee returning from a leave of absence who chooses to resign part of their contract, will not necessarily be guaranteed their current position and may need to apply for a part time vacancy within the district.

3. An employee returning from a leave of absence of more than one (1) year will not be guaranteed their previous position and will be placed in an open position that matches their experience and qualifications.

O. Consultation Release Time:

1. Certificated staff, who are representing the District on State Committees, on Special Assignments, etc. are asked to attend meetings or make presentations at conferences:
    a. Will be limited to seven (7) to ten (10) days of release per year depending on complexity of assignment.
    b. Additional days may be requested with Building Principal or Program Manager and Director of Human Resources approval.
    c. Days to be used prior to requesting additional days are:
        1. District Paid Days
        2. Personal Leave
    d. District should be reimbursed for the costs for substitutes, travel, etc.
    e. Cost for travel to conferences that are not reimbursed, may be submitted to the building, program or staff development fund through I-728.
    f. Teachers making presentations at another building within the district will not be required to count that time or days within the limit above.
2. Teachers who are working as Consultants, representing themselves in a business capacity, working as a referee or coaching outside of the district:
    a. Will be limited to seven (7) days of release per year for no more than two (2) years.
    b. After two (2) years, the Teacher will need to decide if they want to continue to teach full time for the District.
    c. Days to be used will be:
    d. Personal Leave (2-5 depending upon number of banked days)
    e. All Personal Leave days will be used prior to non-paid days.
    f. Non-Paid Days (2-5 days depending upon number of Personal Leave days)
    g. The District will not be responsible for travel and/or registration costs.
    h. The District will be reimbursed for the cost of a substitute for non-paid days.

P. Shared Leave:

1. Employees shall be eligible to receive shared leave if they meet the qualification criteria outlined in RCW 41.04.665. Any unused shared leave shall be transferred back to respective donor(s) on a first-in, first-out basis. The Executive Director of Human Resources will develop a tracking system and communication plan for this and share it with employees and the Association.
2. An employee is eligible for shared leave when condition(s) cause, or is (are) likely to cause, the employee to go on leave without pay or terminate District employment and are consistent with statutory eligibility requirements. Employees need to have worked for the District for at least one (1) calendar year to be eligible for shared leave.
3. If the employee qualifies for shared leave for the reason(s) in parental leave or disability due to pregnancy, they shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve, and shall have the right to access up to sixteen (16) weeks for shared leave for bonding with a child at any time within the first twelve (12) months after the birth, adoption, or placement of a child. The 16-week period shall be exclusive of holidays and school breaks.
4. The dollar value of the leave donated shall be ignored, and the leave shall be calculated on an hour donated and hour received basis.
5. The maximum amount of shared leave an employee may receive during their total employment with any Washington State school districts is five-hundred twenty-two days (522) days.

Q. Paid Family and Medical Leave (PFML)

Employees are eligible to apply to the state for Paid Family and Medical Leave (PFML) benefits as allowed by law through the Employment Security Department (ESD). The provisions in this Section are

intended solely to reflect current state law eligibility and other requirements for PFML, will be construed consistently with those requirements and rules issued by the state related to PFML.

The District agrees to provide information to employees concerning this leave on an annual basis. To qualify for paid leave under the state PFML system, State law currently requires employees to work 820 hours or more in the first four (4) of the last five (5) completed calendar quarters starting from when the employee makes their claim for benefits.

PFML benefits provided by the state include up to twelve (12) weeks of paid leave per year to care for self or family unless otherwise extended by specific circumstances. PFML may not be taken without a qualifying event.

Qualifying events under PFML are as follows:

1. To care and bond for a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years of age, to be used at any time within the twelve (12) months following the birth or placement.
2. To care for a family member experiencing an illness or medical event.
3. Certain military-connected events.
4. Medical leave for self in relation to an illness or medical event, including pregnancy disability.

Under the following circumstances, benefits may be extended as follows:

1. Total of up to 14 weeks for medical leave involving a health condition during pregnancy that results in incapacity.
2. Total of up to 16 weeks for combined medical and family leave.
3. Total of up to 18 weeks for combined medical and family leave involving a health condition during pregnancy that results in incapacity.

The PFML family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for PFML benefits. The PFML family leave entitlement expires twelve (12) months following the first application for PFML benefits.

Employees are responsible to file claims with the Employment Security Department and payments shall come from the Employment Security Department.

Employees may choose to use PFML prior to exhausting other leave options and not be required to exhaust sick leave prior to accessing PFML.

PFML shall be used consecutively with the employee's other paid leave entitlements.

SECTION 12B. Shared Assignments

A. Two (2) employees may, upon administrative approval, share the same teaching assignment or daily subject schedule.
B. Employees granted such status shall be placed on a one-half (1/2) time contract while being placed on an unpaid leave for the other one-half (1/2) of the contract.
C. The employees are to be paid insurance benefits and salaries at one-half (1/2) time rate.
D. The employee's leave status is renewable for one (1) additional year of leave.
    1. Upon approval of the supervisor a job share may become a continuation of the current position.
    2. Provided application is made no later than February 28th and administrative approval is received.
E. The employees are entitled to full re-employment rights at the expiration of said leave.
F. Employees on a shared assignment are expected to assume an equitable share of additional duties.

ARTICLE XIII - REDUCTION IN FORCE (RIF)

SECTION 13A. General Conditions

A. The District and the Association recognize that a reduction in certificated staff may be necessary when the number of current employees with continuing certificated contracts (after considering attrition due to retirement, resignations, and leaves) exceeds the number positions needed for the following year. Should such layoffs be deemed necessary based on (a) projected student enrollment for the following year, or (b) a significant reduction in total resources compared to the current fiscal year or (c) loss of designated categorical funding for a specific program, the District shall follow the procedures set forth in this Article.

B. This section shall apply to all employees, including those on leave and those provisional employees non-renewed for financial reasons.

SECTION 13B. Layoff Conditions

A. By April 15th of a year in which a layoff is anticipated, the District shall provide to the Association the rationale and data for its conclusion that a layoff may be necessary. During this time, the parties agree to meet and consider alternatives to eliminate or minimize the number of employees who will be laid off, including but not limited to the development of mutually agreed attrition incentives.
    1. If the State Legislature has not completed a budget for the coming school by May 1st, the District may, in writing, extend this deadline to June 1st.

B. A reduction in force shall take place only after the following occur(s):
    1. All retire, rehire employees are non-renewed.
    2. All leave replacement employees are non-renewed.
    3. The District has granted all leave requests.

SECTION 13C. Placement Criteria

A. Employees will be considered for retention in order of seniority according to all areas of certification including any endorsements or eligibility for assignment pursuant to WAC 181.82.105 or 181.82.110.

B. Employees are responsible for providing verification of course work, majors and/or minors and endorsements. Such verification shall consist of notations on college transcripts or by a letter from the college or university.

SECTION 13D. Reduction Procedure

A. When reductions are to be made, seniority will be the first consideration.
    1. Reductions will be made in an order beginning with the least senior employee.
    2. When seniority is equal, the employee with the earliest, first regular work day for a Washington State public school district will be retained. Summer school or other supplemental contracts will not be counted towards seniority. If a tie still exists, the employee with the higher summative evaluation score from the previous evaluation period will be retained provided all tied employees have a summative evaluation score. If a tie still exists, or not all employees involved have a summative evaluation score that tie will be broken by lot in the presence of both District and Association representatives.

B. For the above considerations, seniority shall be defined as total years and months of service in Washington State in a certificated capacity.

C. By March 1st of each year, the District shall distribute a seniority ranking list to each employee via email. Employees shall have twenty (20) work days to contest their seniority ranking. After 20 twenty (20) work days have passed, the seniority ranking is considered "locked" until the start of the next school year.

D. Administrative transfers/reassignments shall be used when necessary to ensure maximum retention of employees in order of seniority. When choosing employees for administrative transfer/reassignment, the least senior eligible retained employee will be transferred or reassigned. This provision shall supersede conflicting provisions of Article VI, section 6B when a reduction in force is in effect.

SECTION 13E. Layoff Provisions

A. Employees not assigned to a position for the ensuing school year will be notified in writing of layoff by the Superintendent no later than May 15th.

B. An employee receiving written notification of layoff shall be automatically placed on layoff status in a recall pool.
C. Credit for any education acquired during the year of layoff will be granted in accordance with salary schedule criteria contained in this Agreement.
D. No candidate will be hired by the District from outside the bargaining unit unless no employees on layoff status holds the necessary certification, endorsements or eligibility for assignment pursuant to WAC 181.82.105 or 181.82.110 for the available position and all voluntary or administrative transfers to facilitate recall from the pool have been exhausted.
E. Employees on layoff status can work in a substitute teacher capacity while on layoff.
F. Upon the request of an employee, the District shall make provision for the continuance of an employee's participation in any District group insurance program. Subject to the approval of the carrier, the entire premium required shall be paid by the employee to the District payroll office on a monthly basis as required by the payroll office.
G. Indeterminate Leave:
    1. All employees non-renewed as a result of the District's financial problems shall be, upon the employee's request, placed on indeterminate leave for a period of one (1) contract year unless the employee is offered employment as an employee of the District's schools during that year.
        a. Credit for any education acquired during that year will be granted.
        b. Acceptance of employment as an employee in any other school district during that year shall constitute an automatic termination of leave.
    2. No employees will be hired by the District from outside the pool created by the non-renewals unless all employees from the pool determined by the District administration to be qualified for the position have refused the position.
    3. Substitutes will be used for absences of a day or more and will come from this pool of employees except when no one from the pool is available.
    4. Upon the request of an employee, the District shall make provisions for the continuance of an employee's participation in any District group insurance program if the group insurance program so permits. The entire premium required shall be paid by the employee to the District payroll office on a monthly basis as required by the payroll office.

SECTION 13F. Recall

A. Recall shall be by inverse order of layoff for any position for which the employee holds the required certification, endorsements or is eligible for assignment pursuant to WAC 181.82.105 or 181.82.110.
B. Except where voluntary or administrative transfers would allow the employee to be recalled, an employee not meeting the above criteria for an available position will be passed over for that position but will maintain their ranking in the recall pool for any future position.
C. The District shall give notice of recall by telephone and email or if unable to contact the affected employee, then notice shall be sent by registered letter to said employee's last known address. It is the employee's responsibility to ensure current contact information is on file with the District.
D. Any employee so notified shall respond within ten (10) working days from receipt of said notice whether the employee accepts or rejects the position. If the District does not hear from the employee within this timeline, the employee forfeits their position on the recall list and the employment relationship with the District will be severed.
E. An employee offered re-employment in accordance with this Section must accept employment (within the ten (10) day working period defined above) when offered or lose all rights to re-employment pursuant to this Section.
F. Should an employee who had previously earned continuing status be recalled to fill a non-continuing position, the employee shall retain the right to continuing contract status with the District and be placed back into the employment pool at their original ranking, if necessary, when the position is no longer available.
G. Acceptance of contract employment as an employee in any other school district while on layoff status shall constitute an automatic termination of the employment relationship as provided herein.

ARTICLE XIV - SUBSTITUTE TEACHERS AND LONG TERM SUBSTITUTES

SECTION 14A. Definition of Terms

A. The term "**Replacement Employee**" shall mean an employee who replaces a full-time or part-time employee who has been granted a leave as provided in the appropriate RCW.

B. The term "**Long Term Substitute**" shall mean a person who is temporarily employed but works more than twenty (20) consecutive days in one (1) assignment.

C. **Thirty (30) day Substitute/Casual Substitute** is a person who is employed on a casual basis for thirty (30) days or more beginning or ending in the current school year or the preceding school year.

SECTION 14B. Substitute Priority Procedure

A. It is recommended that substitutes be employed in order of the following priorities:

1. Employee sick leave
2. All remaining contractual leaves
3. Supervision of student activities athletics and/or other such activities involving students
4. Out -of-district professional activities
5. Contracted Planning Time
6. District-wide meetings
7. Building meetings
8. Other

SECTION 14C. Daily Rate of Pay

A. The daily rate of pay for substitute teachers shall be available upon request from the Richland School District Office of Human Resources and/or the Payroll Department.

SECTION 14D. Replacement, Substitutes, and Long Term Substitutes

A. Replacement Employee:

1. Replacement employees shall be issued a non-continuing individual contract for the term of the leave. Leave replacement employee shall be for absence of one semester or more.
2. Replacement employees shall be entitled to all coverage of all the terms and conditions of this Agreement except Assignment and Transfer and Reduction in Force Procedures.

B. Long Term Substitute:

1. Upon completion of twenty (20) consecutive days in one (1) assignment, the person shall be considered a long term substitute and an employee within the bargaining unit.
2. Said employees shall be eligible for per diem salary placement (retroactive to the first day) and one (1) day of paid sick leave for each twenty (20) days of service as long as the employee remains in the same assignment.
3. Said leave is non-accumulative.
4. Long term substitutes who open the classroom, do the class grading at the semester, or who close the classroom at the end of the year shall be eligible for one (1) per diem day for each activity if they are working in a position which requires them to perform such activity.
5. Long term substitutes shall be covered by the following terms and provisions of this Agreement:
    a. Article I Administration
    b. Article II Business
    c. Article III Personnel
    d. Article IV Evaluation and Probation
    e. Article VI Instruction
    f. Article VII Special Education
    g. Article VIII Contracted Days, Salary and Benefits
    h. Article XIII Calendar
    i. Article XIV Duration

C. Thirty (30) day Substitute/Casual Substitute

1. Upon completion of thirty (30) days within the proceeding time frame, the employee shall be considered a thirty (30) day substitute and an employee within the bargaining unit.
2. Thirty (30) day substitutes shall not be covered by the provisions of this Agreement, except for the specific substitute language in the current agreement.

ARTICLE XV – CALENDAR

SECTION 15A. Definition of Terms

A. "**Instructional Day**" for the purpose of this Contract shall be defined the same as "School Day" is defined under the appropriate RCW.

B. "**Learning Improvement Days**" (LID) are state paid days provided beyond the 180 student days and are required work days for certificated staff.

SECTION 15B. Perpetual Calendar

A. There are one hundred eighty (180) instructional days in a school year.

B. Saturdays and Sundays are not instructional days.

C. School Holidays are defined as Labor Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Day, New Years' Day, Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth and Independence Day. No school will be held on these days.

D. Winter Break is defined as the two (2) full weeks inclusive of Christmas and New Years' Day. The last instructional day prior to Winter Break will be the Friday prior to Christmas.

E. Spring Break is defined as the week starting with the first (1st) Monday in April.

F. High School Graduation is the first (1st) Friday in June. As a result, the last instructional day of the school year will be no later than five (5) school days after high school graduation as defined by RCW.

G. The Friday before Memorial Day is designated as a Make-Up Day. This will be a non-contracted day for employees and no school will be held unless an instructional day from earlier in the school year is required to be made up. In that event, the Friday before Memorial Day becomes a contract day. Any subsequent make-up days will be placed after the regularly-scheduled last instructional day of the year.

H. A "Grades Day" will be scheduled on the Monday (or Tuesday if attached to the Martin Luther King, Jr. Holiday) at the end of the first semester. This will be a non-contracted day for employees and no school will be held unless a building decides, using their decision making model, to place a "Time" supplemental day on this date.

I. Elementary conference dates in the fall and spring will be placed in the week of the Thanksgiving Holiday and the week in March immediately after the end of the second (2nd) trimester.

J. No later than February 1st of each year, the District will submit a draft calendar for the upcoming school year for Association review and input. The Association will have thirty (30) calendar days to solicit input from their membership and provide feedback to the District. At the end of this thirty (30) day period, the District will submit the calendar (with amendments, if any) to the Board for approval.

SECTION 15C. Emergency School Closure and Delayed Opening

A. Emergency School Closure and Delayed Opening:

1. In the event that it becomes necessary to close schools because of weather or other emergency situations, employees will be notified through local radio stations, when possible, by 6:30 a.m.
2. If school has begun for the day and early dismissal is required, employees shall be dismissed immediately following the departure of students.
3. No teacher shall be required to report for work on a day when student attendance in the building has been suspended for emergency reasons.
4. In the case of delayed opening, teachers shall be required to report to work no earlier than thirty (30) minutes prior to the planned arrival of students.
5. If makeup days are required, the dates upon which they are to be held shall follow the perpetual calendar language defined in Section 15B.
6. No teacher shall be subjected to loss of pay or benefits due to non-attendance on days when the schools have been closed for emergency reasons.

ARTICLE XVI - DURATION

This contract shall remain in full force and effective from September 1, 2025 to and including August 31, 2028 but may be reopened for re-negotiation on mutually agreed upon topics. Either party may, upon written notice, no later than ninety (90) days before the date of expiration, give notice of its intent to negotiate a successor contract. This contract may be modified in writing at any time through the mutual consent of the parties.

In witness whereof, the parties have set their hands this 22 day of October, 2025.

Katrina Waters
President of the Richland School Board

Krista Calvin
President of the Richland Education Association

Ken Gosney
Asst.
Superintendent Human Capital and Operations

Jeri Morrow
Vice President Richland Education Association

Appendix A: Evaluation Forms:

1. Teacher Professional Growth Evaluation Summary
2. Teacher Professional Growth Plan
3. Teacher Evaluation Summary
4. Observation Worksheet
5. TPEP Comprehensive Summative Form
6. TPEP Focused Summative Form
7. Counselor Evaluation Summary
8. Counselor Observation
9. Librarian Evaluation Summary
10. Librarian Observation
11. Psychologist Evaluation Summary
12. Psychologist Observation
13. SLP Evaluation Summary
14. SLP Observation
15. Therapist Evaluation Summary
16. Therapist Observation
17. Social Workers Evaluation Summary
18. Social Workers Observation
19. Nurse Evaluation Summary
20. Nurse Observation
21. WSLP Evaluation Summary
22. WSLP Observation

RICHLAND SCHOOL DISTRICT NO. 400
TEACHER PROFESSIONAL GROWTH EVALUATION SUMMARY

Employee: _____ Assignment: _____

Evaluator: _____ Final Meeting Date: _____

Initial Meeting Date: _____ Additional Meeting Dates: _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgment, and contribution to school and district activities. Additionally it is assumed that the employee meets the minimum criteria required by State Statute as reflected on the Teacher Evaluation Summary.

GOAL AREAS ADDRESSED:

EVALUATOR COMMENTS (Required):

EMPLOYEE COMMENTS: (Optional – attach if applicable)

_____ _____
Signature of Evaluator Date Signature of Employee* Date
* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

Original: Human Resources File Copies: Employee Evaluator

RICHLAND SCHOOL DISTRICT NO. 400
TEACHER PROFESSIONAL GROWTH PLAN

Employee: _____ Assignment: _____

School Year: _____ Date: _____

1. Specify professional goal(s), which is to be the focus of my Professional Growth Plan. Goals must support Essential Academic Learning Requirements in the categories of curriculum, assessment and/or instruction.

2. What is the plan of action for achieving my goal(s)?

3. How can my principal help me to achieve my goal(s)?

4. Who will be involved in working with me to achieve my goal(s)?

5. Specify the assessment tool(s) that will be used to measure success in achieving my goal(s), such as evidence of student growth, evidence of professional growth, products, samples, or portfolios. Assessment tools may include, but are not limited to:
   - Observations by evaluator
   - Student assessment devices
   - Parental assessment devices
   - Support group observation critique
   - Recording devices
   - Self-evaluation
   - Research
   - _____
   - _____

Initial Planning Meeting:_____
Additional Meetings:_____
Final Meeting: _____

_____ _____
Signature of Evaluator Date Signature of Employee Date

Original: HRS File Copies: Employee Evaluator
Revised 08/02

RICHLAND SCHOOL DISTRICT NO. 400
TEACHER EVALUATION SUMMARY

Employee:_____ Assignment:_____

Evaluator: _____ Evaluation Conference Date: _____

Standard Evaluation ☐ Short Form Evaluation ☐

1st Observation Date: _____ 2nd Observation Date: _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgment, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Instructional Skill			5. Handling Student Discipline and Attendant Problems		
2. Classroom Management			6. Interest in Teaching Students		
3. Professional Preparation and Scholarship			7. Knowledge of Subject Matter		
4. Effort Toward Improvement When Needed			8. Communication		

EVALUATOR COMMENTS (Required):

EMPLOYEE COMMENTS: (Optional – attach if applicable)

_____ _____
Signature of Evaluator Date Signature of Employee* Date
* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

Original: Human Resources File Copies: Employee Evaluator
Revised 08/04

RICHLAND SCHOOL DISTRICT #400
OBSERVATION WORKSHEET [Long Form]

Employee	**Employee signature/date**		
Evaluator	**Evaluator signature/date**		
Observation date(s)	**Position Observed**	**Building Assignment**	

MS – Meets Standard, NI – Needs Improvement, NO – Not Observed

1.0 INSTRUCTIONAL SKILL	MS	NI	NO
1.1 Possesses, demonstrates and maintains appropriate academic competence, skill, and scholarship in designing and implementing services and/or instruction.	□	□	□
1.2 Instructs and motivates students and/or teachers: implementing a variety of techniques and developing informational materials when appropriate	□	□	□
1.3 Participates in making referrals, placements, develops and/or implements IEP's and/or 504 Plans	□	□	□

Comments:

2.0 MANAGEMENT OF CLASSROOM OR SPECIAL AND TECHNICAL ENVIRONMENT	MS	NI	NO
2.1 Implements a comprehensive and balanced program promoting an environment conductive to learning in the educational setting	□	□	□
2.2 Assumes responsibility for supervision of his/her program by selecting and preparing equipment and/or materials in advance of use time	□	□	□
2.3 Adheres to the District Instructional Materials selection policy for curriculum & course descriptions	□	□	□
2.4 Cooperates efficiently and promptly in school procedures and business matters (ie. Field trip paperwork, emergency procedures, etc.)	□	□	□

Comments:

3.0 PROFESSIONAL PREPARATION AND SCHOLARSHIP	MS	NI	NO
3.1 Participates in professional activities and pursues knowledge of current theories and practices	□	□	□
3.2 Uses effective and appropriate oral and written language	□	□	□
3.3 Exhibits appropriate professional practice and behavior	□	□	□
3.4 Deals with confidential information in an ethical manner	□	□	□

Comments:

4.0 EFFORT TOWARD IMPROVEMENT	MS	NI	NO
4.1 Demonstrates an awareness of his/her strengths and limitations by efforts to implement professional growth	□	□	□
4.2 Demonstrates effort toward self-improvement responding positively to supervision and constructive criticism	□	□	□

Comments:

5.0 HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS	MS	NI	NO
5.1 Maintains appropriate student conduct that is consistent with and supportive to the educational setting	□	□	□
5.2 Establishes and maintains good rapport and clear parameters for students	□	□	□
5.3 Creates an environment which provides privacy and protects student and family information	□	□	□

Comments:

6.0 INTEREST IN TEACHING STUDENTS	MS	NI	NO
6.1 Demonstrates an understanding and commitment to each pupil, taking into account each individual's unique background and characteristics	□	□	□
6.2 Evaluates individual student progress and maintains appropriate records	□	□	□

Comments:

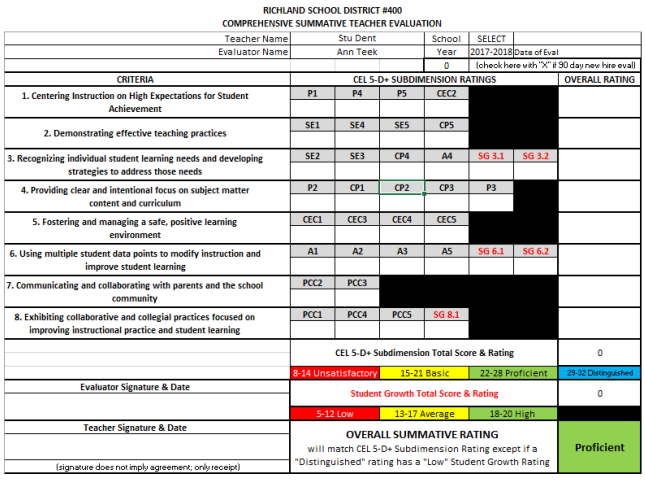
7.0 KNOWLEDGE OF SUBJECT MATTER	MS	NI	NO
7.1 Possesses and maintains appropriate academic background in current educational theory and practice as appropriate to classroom instruction or specialization	□	□	□
7.2 Consults with staff, school personnel and/or parents concerning the development, coordination, selection of materials, and/or extension of services needed for designing learning experiences	□	□	□

Comments:

8.0 COMMUNICATION	MS	NI	NO
8.1 Works to establish and maintain a positive professional and supportive relationship with educational staff, colleagues, parents, and students	□	□	□
8.2 Demonstrates the ability and desire to work with students, parents, and staff in offering specialized assistance in identifying those needing specialized programs and/or effectively conveys student academic progress and behavior	□	□	□

Comments:

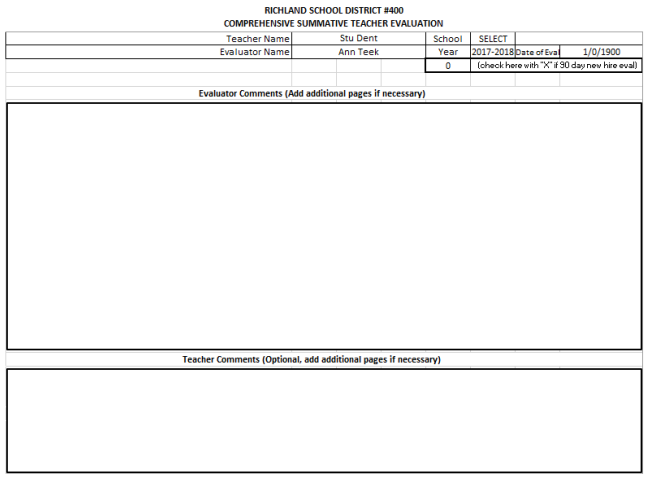
Comprehensive Summative Evaluation Form with Comments



RICHLAND SCHOOL DISTRICT #400
COMPREHENSIVE SUMMATIVE TEACHER EVALUATION

Teacher Name	Stu Dent		School	SELECT		
Evaluator Name	Ann Teek		Year	2017-2018	Date of Eval	
			0	(check here with "X" if 90 day new hire eval)		

CRITERIA	CEL 5-D+ SUBDIMENSION RATINGS						OVERALL RATING
1. Centering Instruction on High Expectations for Student Achievement	P1	P4	P5	CEC2			
2. Demonstrating effective teaching practices	SE1	SE4	SE5	CP5			
3. Recognizing individual student learning needs and developing strategies to address those needs	SE2	SE3	CP4	A4	SG 3.1	SG 3.2	
4. Providing clear and intentional focus on subject matter content and curriculum	P2	CP1	CP2	CP3	P3		
5. Fostering and managing a safe, positive learning environment	CEC1	CEC3	CEC4	CEC5			
6. Using multiple student data points to modify instruction and improve student learning	A1	A2	A3	A5	SG 6.1	SG 6.2	
7. Communicating and collaborating with parents and the school community	PCC2	PCC3					
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	PCC1	PCC4	PCC5	SG 8.1			
	CEL 5-D+ Subdimension Total Score & Rating						0
	8-14 Unsatisfactory	15-21 Basic	22-28 Proficient	29-32 Distinguished			
Evaluator Signature & Date	Student Growth Total Score & Rating						0
	5-12 Low	13-17 Average	18-20 High				
Teacher Signature & Date	OVERALL SUMMATIVE RATING						Proficient
(signature does not imply agreement; only receipt)	will match CEL 5-D+ Subdimension Rating except if a "Distinguished" rating has a "Low" Student Growth Rating						



RICHLAND SCHOOL DISTRICT #400
COMPREHENSIVE SUMMATIVE TEACHER EVALUATION

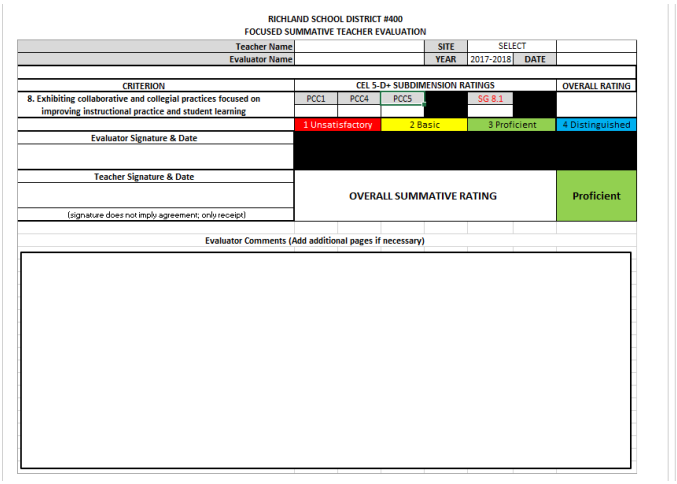
Teacher Name	Stu Dent	School	SELECT		
Evaluator Name	Ann Teek	Year	2017-2018	Date of Eval	1/0/1900
		0	(check here with "X" if 90 day new hire eval)		

Evaluator Comments (Add additional pages if necessary)

Teacher Comments (Optional, add additional pages if necessary)

Focused Summative Evaluation (Criterion 8 as an example) Form with Comments

Note: Teachers can select from any of the eight evaluative criteria; this is an example of one focused form

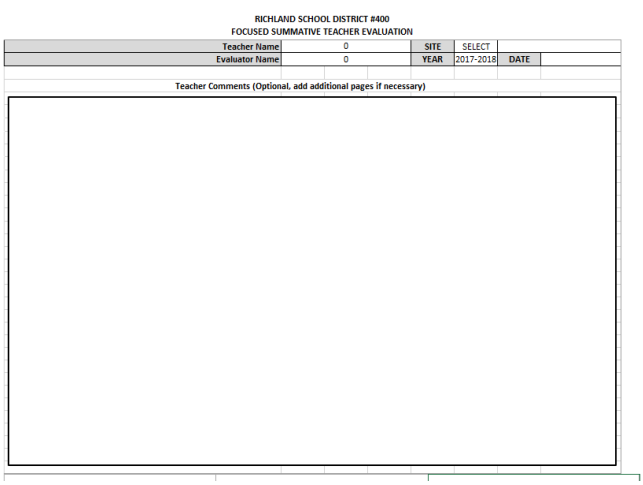


RICHLAND SCHOOL DISTRICT #400
FOCUSED SUMMATIVE TEACHER EVALUATION

Teacher Name		SITE	SELECT		
Evaluator Name		YEAR	2017-2018	DATE	

CRITERION	CEL 5-D+ SUBDIMENSION RATINGS						OVERALL RATING
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	PCC1	PCC4	PCC5		SG 8.1		
	1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished			
Evaluator Signature & Date							
Teacher Signature & Date	OVERALL SUMMATIVE RATING						Proficient
(signature does not imply agreement; only receipt)							

Evaluator Comments (Add additional pages if necessary)



RICHLAND SCHOOL DISTRICT #400
FOCUSED SUMMATIVE TEACHER EVALUATION

Teacher Name	0	SITE	SELECT		
Evaluator Name	0	YEAR	2017-2018	DATE	

Teacher Comments (Optional, add additional pages if necessary)

RICHLAND SCHOOL DISTRICT NO. 400
COUNSELOR EVALUATION SUMMARY

Employee _____ Assignment _____

Evaluator _____ Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgement, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Knowledge and Scholarship in special Field			4. The Counselor as a Professional		
2. Specialized Skills			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
3. Management of Special and Technical Environment					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

_____ _____

Signature of Evaluator Date Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

Richland School District #400
COUNSELOR OBSERVATION WORKSHEET

Observation date(s)	Employee
Evaluator signature/date	Evaluator
Employee signature/date	Grade/Subject Observed / Building Assignment

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require that comments be provided.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Demonstrates a depth and breadth of knowledge of theory and content in counseling as well as an understanding of and knowledge about public school education.

1.1. Possesses and maintains appropriate academic background in counseling
1.2. Possesses and maintains appropriate academic background in current educational theory and practice.
1.3. Integrates counseling practices into the total school educational efforts.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

2.0 SPECIALIZED SKILLS

Standards and Performance Indicators

2.1 Implements the Guidance Curriculum through effective instructional skills and the careful planning of group sessions for students (classroom activities, group activities, etc.)

2.1.1. Effectively uses instructional techniques.

2.1.2. Effectively uses guidance learning activities.
2.1.3. Actively involves students in learning.
2.1.4. Follows district adopted benchmarks.
2.1.5. Evidence is present of competency attainment for students.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

2.2	Implements individual planning through the effective use of guidance skills such as individual appraisal, individual advisement, placement, etc.

2.2.1. Completes careful planning for individual sessions.
2.2.2. Presents accurate, relevant, unbiased information to students, parents and teachers about individual student needs.
2.2.3. Involves students in personalized educational and career planning.
2.2.4. Provides accurate and appropriate test interpretation.
2.2.5. Selects individual planning activities consistent with identified student needs.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

2.3	Conducts responsive services through consultations, personal counseling, crisis counseling and making referrals

2.3.1. Appropriately identifies problems and issues to be resolved.
2.3.2. Selects counseling, consulting, and referral interventions appropriate to students' problems and circumstances.
2.3.3. Conducts well-planned and goal-oriented sessions.
2.3.4. Uses small groups and individual counseling techniques that are appropriate to the topic and to students' needs and abilities.
2.3.5. Actively involves students and parents in the counseling, consulting and referral process.
2.3.6. Provides timely follow-up.
2.3.7. Makes provision for services consistent with identified student needs.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Provides system support through effective program monitoring and management.

3.1. Provides a comprehensive and balanced guidance program.
3.2. Selects program activities which meet identified students' needs and are consistent with building and district goals.
3.3. Operates within established procedures, policies, and priorities.
3.4. Contributes to organizational solutions outside of assigned responsibilities.
3.5. Implements programs which promote and explain the school guidance program.
3.6. Attends to ideas and concerns expressed regarding the guidance program.
3.7. Provides necessary support for other school programs.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

4.0 THE COUNSELOR AS A PROFESSIONAL

Establishes effective professional and interpersonal relationships and fulfills professional responsibilities.

4.1 Demonstrates positive interpersonal relationships with students, educational staff, and parents.
4.2 Participates in professional growth activities.
4.3 Follows the policies, procedures, and directives of the school district.
4.4 Maintains professional and responsible work habits.
4.5 Practices according to ethical standards and legal guidelines.
4.6 Demonstrates consistent effort toward self improvement.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

5.0 INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND EDUCATIONAL PERSONNEL

Demonstrates the ability and desire to work with students, parents, and staff in offering specialized assistance in identifying those needing specialized programs.

5.1. Communicates effectively with parents, staff and other professional personnel.
5.2. Effectively conveys to and elicits from parents information regarding the progress and behavior of their student.
5.3. Conducts and/or participates in MDT, IEP, and departmental meetings as necessary.

1	2	3	N/A
No evidence of use. Does not meet the standard	Some evidence of use. Additional improvement needed	Consistent evidence of use. Meets standard	Not observed Not applicable

Comments:

RICHLAND SCHOOL DISTRICT NO. 400
LIBRARIAN EVALUATION SUMMARY

Employee _____ Assignment _____

Evaluator _____ Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgement, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Instructional Skill			**5. Handling Student Discipline and Attendant Problems**		
2. Classroom Management			**6. Interest in Teaching Students**		
3. Professional Preparation and Scholarship			**7. Knowledge of Subject Matter**		
4. Effort Toward Improvement When Needed			**8. Communication with Parents**		

EVALUATOR COMMENTS (Required):

EMPLOYEE COMMENTS:

_____ _____

Signature of Evaluator Date Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

RICHLAND SCHOOL DISTRICT #400
LIBRARIAN OBSERVATION WORKSHEET

Observation date(s)	Employee
Evaluator signature/date	Evaluator
Employee signature/date	Grade/Subject Observed / Building Assignment

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/A or N/O) Not Observed/Not Applicable

1.0 INSTRUCTIONAL SKILL

The librarian demonstrates competence (knowledge and skill) in designing and conducting an instructional experience.

1.1 Instructs and motivates students and teachers to effectively use Library / Media Center materials and equipment.
1.2 Serves as a participating member in curriculum planning, and development and implementation.
1.3 Provides reading, listening and viewing guidance to students and teachers.
1.4 Develops information on materials, services and new teaching ideas o the faculty.
1.5 Disseminates information on materials, services, and new teaching ideas to the faculty.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 CLASSROOM MANAGEMENT

The librarian demonstrates competence (knowledge and skill) in organizing the physical and human elements.

2.1 Trains and supervises support personnel.
2.2 Coordinates use of Library/Media Center by classes and groups
2.3 Establishes clear procedure for students, faculty and administration.
2.4 Adheres to the District Instructional Materials selection policy.
2.5 Uses teacher suggestions in evaluation and selection of materials.
2.6 Prepares budget according to collection needs.
2.7 Maintains facilities, furnishings and supplies.
2.8 Establishes cataloging and classification processes and procedures.
2.9 Arranges materials and equipment for easy accessibility.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 PROFESSIONAL PREPARATION AND SCHOLARSHIP

The librarian exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

3.1 Posesses appropriate academic background
3.2 Demonstrates active participation in on-going professional growth.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 EFFORT TOWARD IMPROVEMENT

The librarian demonstrates an awareness of his/her strengths and limitations by efforts to improve or enhance competence.

4.1 Responds positively to supervision and constructive criticism.
4.2 Makes use of self-evaluation.
4.3 Participates in appropriate in-service and career development activities.
4.4 Provides for on-going evaluation of the Library/Media Center.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The librarian demonstrates ability to manage the non-instructional, human elements/dynamics occurring among pupils in the education setting.

5.1 Establishes clear parameters for student conduct.
5.2 Assists students toward self-discipline and acceptable standards of behavior.

5.3 Disciplines in a positive and consistent manner.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 INTEREST IN TEACHING STUDENTS

The librarian demonstrates commitment to each pupil's unique background and characteristics and enthusiasm for enjoyment in working with pupils.

6.1 Establishes rapport with students.
6.2 Adapts willingly and constructively to change.
6.3 Maintains a positive attitude toward students and the educational setting.
6.4 Respects the uniqueness of each individual.
6.5 Responds to immediate classroom needs of teachers and students.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 KNOWLEDGE OF SUBJECT MATTER

The librarian demonstrates adequate knowledge of theory and content in general education and subject matter specalization(s).

7.1 Demonstrates knowledge of specialization.
7.2 Shows skill in location of reference materials and preparation of bibliographies.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

8.0 COMMUNICATION WITH PARENTS

The librarian employs effective and consistent efforts to relate the school program and student progress to parents.

8.1 Possesses rapport in dealing with parents.
8.2 Collects factual data on students.

8.3 Effectively conveys to parents information regarding the progress and behavior of their children.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400
PSYCHOLOGIST EVALUATION SUMMARY

Employee _____ Assignment _____

Evaluator _____ Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgement, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Knowledge and Scholarship in special Field			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
2. Specialized Skills			6. Effort Toward Improvement When Needed		
3. Management of Special and Technical Environment			7. Personal and Professional Characteristics		
4. The Support Person as a Professional					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

_____ _____

Signature of Evaluator Date Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

RICHLAND SCHOOL DISTRICT #400
PSYCHOLOGIST OBSERVATION WORKSHEET

Observation date(s)	Employee
Evaluator signature/date	Evaluator
Employee signature/date	Grade/Subject Observed / Building Assignment

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

1.1 Provides theoretical rationale for the use of various procedures.
1.2 Demonstrates understanding of the basic principals of human growth and development.
1.3 Demonstrates awareness of personal and professional limitations and has the ability to make appropriate referrals.
1.4 Relates and applies knowledge, research findings and theory to the development of a program of services.
1.5 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

2.1 Demonstrates ability to synthesize and integrate testing and non-testing data to help students integrate and assimilate data.
2.2 Demonstrates ability to synthesize and integrate testing and non-testing data to help others involved with the student interpret and use data appropriately and accurately.
2.3 Administers assessment procedures or organizes and prepares those who will administer assessment procedures.
2.4 Demonstrates ability to assist teachers and administrators integrate specialized information, materials or equipment into the general education curriculum.
2.5 Develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.
2.6 Provides specific and appropriate services with the social/behavioral realm.

1	2	3		N/A

No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

3.1 Selects and recommends testing and non-testing procedures and materials appropriate to student needs.
3.2 Creates an environment which provides privacy and protects student and family information
3.3 Is consistently prompt and accurate with reports.
3.4 Selects and prepares equipment and/or materials in advance of use time.

1	**2**	**3**		**N/A**
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

4.1 Demonstrates awareness of the law as it relates to the area of special services.
4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
4.3 Willing accepts school responsibilities.
4.4 Deals with confidential information in an ethical manner.

1	**2**	**3**		**N/A**
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

5.1 Consults with staff, school personnel and parents concerning the development, coordination, selection of materials, and/or extension of services needed.
5.2 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.
5.3 Evaluates individual student progress and maintains records appropriate to the field of specialty.
5.4 Has positive attitude with students.
5.5 Deals fairly and consistently with students.
5.6 Is sought out for consultation.

5.7 Participants in IEP, multidisciplinary, and staff meetings
5.8 Establishes an anticipatory set at the onset of testing sessions.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

6.1 Is responsive to constructive criticism.
6.2 Attempts to implement suggestions for improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 PERSONAL AND PROFESSIONAL CHARACTERISTICS

7.1 Exhibits self-control, mature behavior and sound judgment.
7.2 Exhibits proper command and use of language skills, both written and oral.
7.3 Cooperates efficiently and promptly in school procedures and business matters.
7.4 Evidences energy and enthusiasm.
7.5 Participates in departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400
SLP EVALUATION SUMMARY

Employee _____ Assignment _____

Evaluator _____ Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgement, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Knowledge and Scholarship in special Field			4. The Support Person as a Professional		
2. Specialized Skills			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
3. Management of Special and Technical Environment					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

_____ _____

Signature of Evaluator Date Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

RICHLAND SCHOOL DISTRICT #400
SLP OBSERVATION WORKSHEET

Observation date(s)	Employee
Evaluator signature/date	Evaluator
Employee signature/date	Grade/Subject Observed / Building Assignment

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

1.1 Uses principles and methods of learning theory (i.e. motivation, development, and personality) as a basis for the design of learning experiences.
1.2 Uses effective and appropriate oral and written language.
1.3 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

Standards and Performance Indicators:

2.1 Demonstrates understanding of learning theory by appropriate preparation for therapy session(s).

2.1.1 Relates previous learning and knowledge of students to design therapy sessions.
2.1.2 Designs sessions in a clear, logical format and insures continuity and sequence.
2.1.3 Modifies therapy sessions and therapy techniques as the learning situation requires.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.2 Implements a variety of effective therapy techniques.

2.2.1 Employs a variety of therapy techniques as the subject and learner maturity indicate (i.e. modeling, demonstrating, questioning, role-playing, cooperative learning, peer tutoring, other).
2.2.2 Provides opportunities for students to solve problems through creative, analytical and critical thinking.
2.2.3 Develops and implements alternative intervention strategies for students who appear to not be performing to their abilities.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.3 Implements Essential Learnings consistent with district guidelines.

2.3.1 Presents therapy sessions and learning activities, which reflect appropriate guidelines and procedures to achieve the Essential Learnings.
2.3.2 Develops activities that allow students to apply what they have learned in therapy.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.4 Provides students with specific evaluative feedback.

2.4.1 Prepares and administers effective evaluation activities (pre-test, post-test, authentic performance).
2.4.2 Makes appropriate use of evaluation information (to develop goals and objectives, and provide feedback to students, parents, and teachers).
2.4.3 Keeps adequate and current assessment records.
2.4.4 Checks for student understanding during therapy.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.5 Uses a variety of appropriate therapy materials.

2.5.1 Uses multi-sensory approaches (i.e. kinesthetic, tactile, visual, auditory).
2.5.2 Is resourceful in finding, developing and using materials to aid therapy.
2.5.3 Uses therapy materials to explain and demonstrate.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.6 Participates in referral, placement, and development and implementation of IEP's for students with disabilities

2.6.1 Assists with the collection of observational data and work samples.
2.6.2 Aids in determination of student's strengths and weaknesses.
2.6.3 Aids in collection of evaluation and diagnostic information, such as observational data, within the required timeline.
2.6.4 Actively participates in implementation of IEP.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

3.1 Gives prompt attention to routine duties (i.e. maintains adequate therapy logs, Medicaid billing info, etc).
3.2 Selects and prepares materials in advance of therapy session.
3.3 Assumes responsibility for therapy supervision.
3.4 Maintains environment conducive to learning.
3.5 Communicates an appropriate set of rules to students.
3.6 Relates therapy to objectives of the student's IEP.
3.7 Assists students toward self-discipline and acceptable standards of student behavior.
3.8 Deals consistently and fairly with all students.
3.9 Maintains good rapport with students.
3.10 Maintains appropriate student conduct that is consistent with building policy.
3.11 Displays concern for the welfare of each student.
3.12 Uses praise and positive motivation appropriately.
3.13 Uses students' responses and ideas in a constructive manner.
3.14 Encourages students to accept responsibility for their own performance.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

4.1 Demonstrates academic background appropriate and training appropriate to area of discipline.
4.2 Recognizes strengths as well as limitations of training and experiences.
4.3 Implements suggestions for improvement and actively solicits suggestions from others as necessary.
4.4 Demonstrates consistent effort toward self-improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

5.1 Communicates effectively with parents, staff and other professional personnel.
5.2 Effectively conveys to and elicits from parents information regarding the progress and behavior of their children.
5.3 Conducts and/or participates in MDT, IEP and departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400
THERAPIST EVALUATION SUMMARY

Employee _____ Assignment _____

Evaluator _____ Date _____

Professional Growth Plan _____ Standard Evaluation _____ Short Form _____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgement, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Knowledge and Scholarship in special Field			6. Involvement in Assisting Pupils, Parents and Educational Personnel		
2. Specialized Skills			6. Effort Toward Improvement When Needed		
5. Management of Special and Technical Environment			8. Personal and Professional Characteristics		
6. The Support Person as a Professional					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

_____ _____

Signature of Evaluator Date Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

RICHLAND SCHOOL DISTRICT #400
THERAPIST OBSERVATION WORKSHEET

Observation date(s)	Employee
Evaluator signature/date	Evaluator
Employee signature/date	Grade/Subject Observed / Building Assignment

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

1.1 Provides theoretical rationale for the use of various procedures.
1.2 Demonstrates understanding of the basic principals of human growth and development.
1.3 Demonstrates awareness of personal and professional limitations and has the ability to make appropriate referrals.
1.4 Relates and applies knowledge, research findings and theory to the development of a program of services.
1.5 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

2.0 Demonstrates ability to synthesize and integrate testing and non-testing data to help students integrate and assimilate data.
2.1 Demonstrates ability to synthesize and integrate testing and non-testing data to help others involved with the student interpret and use data appropriately and accurately.
2.2 Administers assessment procedures or organizes and prepares those who will administer assessment procedures.
2.3 Demonstrates ability to assist teachers and administrators integrate specialized information, materials or equipment into the general education curriculum.
2.4 Develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.
2.5 Provides specific and appropriate services with the social/behavioral realm.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

3.1 Selects and recommends testing and non-testing procedures and materials appropriate to student needs.
3.2 Creates an environment which provides privacy and protects student and family information
3.3 Is consistently prompt and accurate with reports (i.e. maintains adequate therapy logs, Medicaid billing info, etc.).
3.4 Selects and prepares equipment and/or materials in advance of use time.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

4.1 Demonstrates awareness of the law as it relates to the area of special services.
4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
4.3 Willing accepts school responsibilities.
4.4 Deals with confidential information in an ethical manner.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

5.1 Consults with staff, school personnel and parents concerning the development, coordination, selection of materials, and/or extension of services needed.
5.2 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.
5.3 Evaluates individual student progress and maintains records appropriate to the field of specialty.
5.4 Has positive attitude with students.
5.5 Deals fairly and consistently with students.

5.6 Is sought out for consultation.
5.7 Participants in IEP, multidisciplinary, and staff meetings
5.8 Establishes an anticipatory set at the onset of testing sessions.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

6.1 Is responsive to constructive criticism.
6.2 Attempts to implement suggestions for improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 PERSONAL AND PROFESSIONAL CHARACTERISTICS

7.1 Exhibits self-control, mature behavior and sound judgment.
7.2 Exhibits proper command and use of language skills, both written and oral.
7.3 Cooperates efficiently and promptly in school procedures and business matters.
7.4 Evidences energy and enthusiasm.
7.5 Participates in departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400
SOCIAL WORKER EVALUATION SUMMARY

Employee Assignment

Evaluator Date

Professional Growth Plan Standard Evaluation Short Form

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgement, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improvement		Meets Standards	Needs Improvement
1. Knowledge and Scholarship in special Field			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
2. Specialized Skills			6. Effort Toward Improvement When Needed		
3. Management of Special and Technical Environment			7. Personal and Professional Characteristics		
4. The Support Person as a Professional					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

_____ _____

Signature of Evaluator Date Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

RICHLAND SCHOOL DISTRICT #400
SOCIAL WORKERS OBSERVATION WORKSHEET

Observation date(s)	Employee
Evaluator signature/date	Evaluator
Employee signature/date	Grade/Subject Observed / Building Assignment

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

1.1 Demonstrates understanding of the basic principles of human growth and development.
1.2 Demonstrates awareness of personal and professional limitations and has the ability to make appropriate referrals.
1.3 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

2.1 Demonstrates ability to keep accurate records.
2.2 Demonstrates ability to reflect on student needs.
2.3 Provides specific and appropriate services with the social/behavioral realm.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

3.1 Creates an environment which provides privacy and protects student and family information
3.2 Is consistently prompt and accurate with reports.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

4.1 Demonstrates awareness of the law as it relates to the area of special services.
4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
4.3 Willing to accept school responsibilities.
4.4 Deals with confidential information in an ethical manner.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

5.1 Consults with staff, school personnel and parents concerning the development, coordination, selection of materials, and/or extension of services needed.
5.2 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.
5.3 Evaluates individual student progress and maintains records appropriate to the field of specialty.
5.4 Has positive attitude with students.
5.5 Deals fairly and consistently with students.
5.6 Is sought out for consultation.
5.7 Participants in IEP, multidisciplinary, and staff meetings.
5.8 Establishes an anticipatory set at the onset of testing sessions.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

6.1 Is responsive to constructive criticism.
6.2 Attempts to implement suggestions for improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 PERSONAL AND PROFESSIONAL CHARACTERISTICS

7.1 Exhibits self-control, mature behavior and sound judgment.
7.2 Exhibits proper command and use of language skills, both written and oral.
7.3 Cooperates efficiently and promptly in school procedures and business matters.
7.4 Evidences energy and enthusiasm.
7.5 Participates in departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400
NURSE EVALUATION SUMMARY

Employee: _____ Assignment: _____

Evaluator _____ Evaluation Conference Date: _____

Standard Evaluation _____ **Short Form** _____

1st Observation Date: 2nd Observation Date:_____

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgment, and contribution to school and district activities. Administrative supervision of the school nurse is only of non-clinical skills.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Adherence to school policy			**4. The Nurse as a School Professional**		
2. Organizational Skills			**5. Involvement in Assisting Pupils, Parents and Educational Personnel**		
3. Oral and written communication skills			**6. Teamwork and Collaboration**		

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS: (Optional – attach if applicable)

_____

Signature of Evaluator Date

_____

Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate

RICHLAND SCHOOL DISTRICT #400
NURSE OBSERVATION WORKSHEET

Observation date(s) _____ Employee _____

Evaluator signature/date _____ Evaluator _____

Employee signature/date _____ Grade/Subject Observed _____ Building Assignment _____

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

1.0 ADHERANCE TO SCHOOL POLICY

1.1 Provides rationale for the use of various procedures.
1.2 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Needs Improvement	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 ORGANIZATIONAL SKILLS

2.1 Demonstrates ability to assist teachers and administrators integrate specialized information, materials or equipment into the general education curriculum.
2.2 Develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

1	2	3		N/A
No evidence of use Needs Improvement	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 ORAL AND WRITTEN COMMUNICATION SKILLS

3.1 Selects and recommends procedures and materials appropriate to student needs.
3.2 Creates an environment which provides privacy and protects student and family information
3.3 Selects and prepares equipment and/or materials in advance of use time.

1	2	3		N/A
No evidence of use Needs Improvement	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 THE NURSE AS A SCHOOL PROFESSIONAL

4.1 Demonstrates awareness of the law as it relates to the area of special services.
4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
4.3 Willingly accepts school responsibilities.
4.4 Deals with confidential information in an ethical manner.

1	2	3		N/A
No evidence of use Needs Improvement	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

5.1 Consults with staff, school personnel and parents concerning the development, coordination, and/or extension of services needed.
5.2 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.
5.3 Evaluates individual student progress and maintains records appropriate to the field of specialty.
5.4 Has positive attitude with students.
5.5 Deals fairly and consistently with students.
5.6 Is sought out for consultation.
5.7 Participants in IEP, multidisciplinary, and staff meetings

1	2	3		N/A
No evidence of use Needs Improvement	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 TEAMWORK AND COLLABORATION

6.1 Is responsive to constructive criticism.
6.2 Attempts to implement suggestions for improvement.

1	2	3		N/A
No evidence of use Needs Improvement	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

RICHLAND SCHOOL DISTRICT NO. 400
WSLP EVALUATION SUMMARY

Employee Assignment

Evaluator Date

Professional Growth Plan Standard Evaluation Short Form

This Evaluation Summary is the uniform document for reporting demonstrated levels of employee competence and encouraging improvement in specific areas through systematic assessment. The following general criteria are assumed to be satisfactory unless otherwise noted: appearance, voice, loyalty, punctuality, judgement, and contribution to school and district activities.

Professional Characteristics Criterion	Meets Standards	Needs Improve-ment		Meets Standards	Needs Improve-ment
1. Knowledge and Scholarship in special Field			5. Involvement in Assisting Pupils, Parents and Educational Personnel		
2. Specialized Skills			6. Effort Toward Improvement When Needed		
3. Management of Special and Technical Environment			7. Personal and Professional Characteristics		
4. The Support Person as a Professional					

EVALUATOR COMMENTS: (Required)

EMPLOYEE COMMENTS:

_____ _____

Signature of Evaluator Date Signature of Employee* Date

* I have read the above Evaluation Summary. My signature does not necessarily indicate agreement.

RICHLAND SCHOOL DISTRICT #400
WSLP OBSERVATION WORKSHEET

Observation date(s)	Employee
Evaluator signature/date	Evaluator
Employee signature/date	Grade/Subject Observed / Building Assignment

DIRECTIONS:
This worksheet is the basic device to help evaluators record observation data related to established evaluation criteria. The evaluator will complete an Observation Worksheet in conjunction with each formal observation or series of observations. This will serve as the primary basis for the post-observation conference. Supplemental data gathered outside the formal observation period may be used to support ratings.

Ratings of 1 or 2 require comments.

Ratings: (M) Meets Standards (N) Does Not Meet Standards (N/O or N/A) Not Observed/Not Applicable

1.0 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

1.1 Demonstrates awareness of personal and professional limitations and has the ability to make appropriate referrals.
1.2 Relates and applies knowledge to the development of a program of services.
1.3 Uses effective and appropriate oral and written language.
1.4 Keeps professional preparation current.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

2.0 SPECIALIZED SKILLS

2.1 Demonstrates responsibility and accountability for each course specified in the plan including supervision and monitoring, and evaluation, and documentation of the student's progress.

2.2 Adheres to timelines and methods for evaluating student progress toward the learning goals and performance objectives specified in the learning plan.

2.3 Identifies whether each alternative learning course or coursework meets one or more of the State's essential academic learning requirements or grade level expectations and any other academic goals, objectives, and learning requirements defined by the District.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

3.0 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

3.2 Creates an environment which provides privacy and protects student and family information
3.3 Is consistently prompt and accurate with reports.
3.4 Selects and prepares equipment and/or materials in advance of use time.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

4.0 SUPPORT PERSON AS PROFESSIONAL

4.1 Demonstrates awareness of the law as it relates to the area of special services.
4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel.
4.3 Willingly accepts school responsibilities.
4.4 Deals with confidential information in an ethical manner.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

5.0 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

5.1 Consults with staff, school personnel and parents concerning the development, coordination, selection of materials, and/or extension of services needed.
5.2 Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication.
5.3 Evaluates individual student progress and maintains records appropriate to the field of specialty.
5.4 Has positive attitude with students and families.
5.5 Deals fairly and consistently with students.
5.6 Is sought out for consultation.
5.7 Participants in IEP, multidisciplinary, and staff meetings

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

6.0 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

6.1 Is responsive to constructive criticism.
6.2 Attempts to implement suggestions for improvement.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

7.0 PERSONAL AND PROFESSIONAL CHARACTERISTICS

7.1 Exhibits self-control, mature behavior and sound judgment.
7.2 Exhibits proper command and use of language skills, both written and oral.
7.3 Cooperates efficiently and promptly in school procedures and business matters.
7.4 Evidences energy and enthusiasm.
7.5 Participates in departmental meetings.

1	2	3		N/A
No evidence of use Does not meet the standard	Some evidence of use Additional improvement needed	Consistent evidence of use Meets standard		Not observed Not applicable

COMMENTS:

Appendix B: Salary Schedules

1. 2025-26 Salary Schedule
2. 2026-27 Salary Schedule
3. 2027-28 Salary Schedule

8	$62,512	REA 2025-2026						
1.015		BA + 0	BA + 10	BA + 30	BA + 45	BA+	BA+135	BA+180
						MA+0	MA+45	MA+90/Ph
Year 0	Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
	Base 0	$62,512	$64,200	$65,950	$67,700	$74,945	$80,571	$84,197
	Time 8D	$2,778	$2,853	$2,931	$3,009	$3,331	$3,581	$3,742
	Total	**$65,290**	**$67,053**	**$68,881**	**$70,709**	**$78,276**	**$84,152**	**$87,939**
Year 1	Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
	Base 1	$63,356	$65,069	$66,838	$68,669	$75,777	$81,465	$85,066
	Time 8D	$2,816	$2,892	$2,971	$3,052	$3,368	$3,621	$3,781
	Total	**$66,172**	**$67,960**	**$69,808**	**$71,721**	**$79,145**	**$85,086**	**$88,847**
Year 2	Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
	Base 2	$64,155	$65,884	$67,674	$69,644	$76,618	$82,285	$85,927
	Time 8D	$2,851	$2,928	$3,008	$3,095	$3,405	$3,657	$3,819
	Total	**$67,006**	**$68,812**	**$70,682**	**$72,740**	**$80,023**	**$85,942**	**$89,746**
Year 3	Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
	Base 3	$64,982	$66,726	$68,535	$70,570	$77,414	$83,066	$86,797
	Time 8D	$2,888	$2,966	$3,046	$3,136	$3,441	$3,692	$3,858
	Total	**$67,871**	**$69,692**	**$71,581**	**$73,707**	**$80,854**	**$86,757**	**$90,655**
Year 4	Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
	Base 4	$65,791	$67,613	$69,434	$71,537	$78,247	$83,937	$87,696
	Time 8D	$2,924	$3,005	$3,086	$3,179	$3,478	$3,731	$3,898
	Total	**$68,715**	**$70,618**	**$72,520**	**$74,717**	**$81,725**	**$87,667**	**$91,593**
Year 5	Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
	Base 5	$66,628	$68,458	$70,296	$72,518	$79,094	$84,765	$88,596
	Time 8D	$2,961	$3,043	$3,124	$3,223	$3,515	$3,767	$3,938
	Total	**$69,590**	**$71,501**	**$73,421**	**$75,741**	**$82,610**	**$88,533**	**$92,534**
Year 6	Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
	Base 6	$67,488	$69,278	$71,180	$73,513	$79,962	$85,606	$89,455
	Time 8D	$2,999	$3,079	$3,164	$3,267	$3,554	$3,805	$3,976
	Total	**$70,487**	**$72,357**	**$74,343**	**$76,780**	**$83,516**	**$89,410**	**$93,431**
Year 7	Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
	Base 7	$69,001	$70,817	$72,742	$75,202	$81,588	$87,312	$91,273
	Time 8D	$3,067	$3,147	$3,233	$3,342	$3,626	$3,881	$4,057
	Total	**$72,067**	**$73,964**	**$75,975**	**$78,544**	**$85,215**	**$91,193**	**$95,330**
Year 8	Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
	Base 8	$71,212	$73,129	$75,101	$77,763	$84,147	$89,952	$94,072
	Time 8D	$3,165	$3,250	$3,338	$3,456	$3,740	$3,998	$4,181
	Total	**$74,377**	**$76,379**	**$78,439**	**$81,219**	**$87,887**	**$93,949**	**$98,253**
Year 9	Mix Factor	1.1746	1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
	Base 9	$73,426	$75,522	$77,593	$80,351	$86,734	$92,675	$96,920
	Time 8D	$3,263	$3,357	$3,449	$3,571	$3,855	$4,119	$4,308
	Total	**$76,690**	**$78,879**	**$81,042**	**$83,922**	**$90,588**	**$96,794**	**$101,227**
Year 10	Mix Factor	1.2099	1.2464	1.2816	1.3289	1.4310	1.5273	1.5974
	Base 10	$75,633	$77,915	$80,115	$83,072	$89,457	$95,477	$99,859
	Time 8D	$3,361	$3,463	$3,561	$3,692	$3,976	$4,243	$4,438

	Total	**$78,995**	**$81,378**	**$83,675**	**$86,764**	**$93,433**	**$99,720**	**$104,297**
8	$62,512	**REA 2025-2026**						
1.015		BA + 0	BA + 10	BA + 30	BA + 45	BA+	BA+135	BA+180
Year 11	Mix Factor	1.2453	1.2847	1.3219	1.3737	1.4758	1.5742	1.6457
	Base 11	$77,846	$80,309	$82,634	$85,873	$92,257	$98,407	$102,878
	Time 8D	$3,460	$3,569	$3,673	$3,817	$4,100	$4,374	$4,572
	Total	**$81,306**	**$83,878**	**$86,307**	**$89,689**	**$96,358**	**$102,781**	**$107,450**
Year 12	Mix Factor	1.2807	1.3230	1.3623	1.4171	1.5224	1.6224	1.6961
	Base 12	$80,059	$82,703	$85,160	$88,584	$95,169	$101,416	$106,024
	Time 8D	$3,558	$3,676	$3,785	$3,937	$4,230	$4,507	$4,712
	Total	**$83,617**	**$86,379**	**$88,945**	**$92,521**	**$99,398**	**$105,924**	**$110,736**
Year 13	Mix Factor	1.3161	1.3612	1.4026	1.4604	1.5706	1.6717	1.7476
	Base 13	$82,272	$85,091	$87,679	$91,292	$98,181	$104,501	$109,244
	Time 8D	$3,657	$3,782	$3,897	$4,057	$4,364	$4,644	$4,855
	Total	**$85,928**	**$88,873**	**$91,576**	**$95,350**	**$102,545**	**$109,145**	**$114,099**
Year 14	Mix Factor	1.3514	1.3995	1.4429	1.5038	1.6202	1.7245	1.8010
	Base 14	$84,478	$87,485	$90,198	$94,005	$101,283	$107,803	$112,587
	Time 8D	$3,755	$3,888	$4,009	$4,178	$4,501	$4,791	$5,004
	Total	**$88,233**	**$91,374**	**$94,207**	**$98,183**	**$105,784**	**$112,594**	**$117,591**
Year 15	Mix Factor	1.3868	1.4378	1.4833	1.5472	1.6623	1.7693	1.8479
	Base 15	$86,691	$89,879	$92,724	$96,718	$103,915	$110,605	$115,514
	Time 8D	$3,853	$3,995	$4,121	$4,299	$4,618	$4,916	$5,134
	Total	**$90,544**	**$93,874**	**$96,845**	**$101,017**	**$108,534**	**$115,520**	**$120,648**
Year 16-17	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 16-17	$88,904	$92,274	$95,243	$99,431	$105,993	$112,816	$117,824
	Time 8D	$3,951	$4,101	$4,233	$4,419	$4,711	$5,014	$5,237
	Total	**$92,856**	**$96,375**	**$99,476**	**$103,850**	**$110,704**	**$117,830**	**$123,061**
w/Longevity Stipend	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 18+	$88,904	$92,274	$95,243	$99,431	$105,993	$112,816	$117,824
	Time 8D	$3,951	$4,101	$4,233	$4,419	$4,711	$5,014	$5,237
	Longevity	$1,334	$1,384	$1,429	$1,491	$1,590	$1,692	$1,767
	Total	**$94,189**	**$97,759**	**$100,905**	**$105,342**	**$112,294**	**$119,522**	**$124,828**

Note: Only nurses are eligible to move into yellow cells

8	$63,762	REA Salary Schedule 2026-2027 DRAFT +2%						
1.020		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA+135	BA+180
						MA + 0	MA+45	MA+90/PhD
Year 0	Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
	Base 0	$63,762	$65,484	$67,269	$69,055	$76,445	$82,183	$85,881
	Time 8D	$2,834	$2,910	$2,990	$3,069	$3,398	$3,653	$3,817
	Total	**$66,596**	**$68,394**	**$70,259**	**$72,124**	**$79,842**	**$85,836**	**$89,698**
Year 1	Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
	Base 1	$64,623	$66,370	$68,175	$70,043	$77,293	$83,095	$86,768
	Time 8D	$2,872	$2,950	$3,030	$3,113	$3,435	$3,693	$3,856
	Total	**$67,495**	**$69,320**	**$71,205**	**$73,156**	**$80,728**	**$86,788**	**$90,624**
Year 2	Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
	Base 2	$65,438	$67,202	$69,028	$71,037	$78,150	$83,931	$87,646
	Time 8D	$2,908	$2,987	$3,068	$3,157	$3,473	$3,730	$3,895
	Total	**$68,347**	**$70,188**	**$72,096**	**$74,195**	**$81,624**	**$87,661**	**$91,542**
Year 3	Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
	Base 3	$66,282	$68,061	$69,906	$71,982	$78,962	$84,727	$88,533
	Time 8D	$2,946	$3,025	$3,107	$3,199	$3,509	$3,766	$3,935
	Total	**$69,228**	**$71,086**	**$73,013**	**$75,181**	**$82,472**	**$88,493**	**$92,468**
Year 4	Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
	Base 4	$67,107	$68,965	$70,823	$72,968	$79,812	$85,616	$89,450
	Time 8D	$2,983	$3,065	$3,148	$3,243	$3,547	$3,805	$3,976
	Total	**$70,090**	**$72,030**	**$73,970**	**$76,211**	**$83,360**	**$89,421**	**$93,425**
Year 5	Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
	Base 5	$67,961	$69,828	$71,703	$73,969	$80,677	$86,461	$90,368
	Time 8D	$3,020	$3,103	$3,187	$3,288	$3,586	$3,843	$4,016
	Total	**$70,982**	**$72,931**	**$74,889**	**$77,256**	**$84,262**	**$90,303**	**$94,384**
Year 6	Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
	Base 6	$68,838	$70,664	$72,604	$74,983	$81,562	$87,318	$91,245
	Time 8D	$3,059	$3,141	$3,227	$3,333	$3,625	$3,881	$4,055
	Total	**$71,897**	**$73,804**	**$75,830**	**$78,316**	**$85,187**	**$91,199**	**$95,300**
Year 7	Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
	Base 7	$70,381	$72,233	$74,198	$76,706	$83,220	$89,059	$93,099
	Time 8D	$3,128	$3,210	$3,298	$3,409	$3,699	$3,958	$4,138
	Total	**$73,509**	**$75,444**	**$77,495**	**$80,116**	**$86,919**	**$93,017**	**$97,236**
Year 8	Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
	Base 8	$72,637	$74,592	$76,603	$79,318	$85,830	$91,751	$95,953
	Time 8D	$3,228	$3,315	$3,405	$3,525	$3,815	$4,078	$4,265
	Total	**$75,865**	**$77,907**	**$80,008**	**$82,844**	**$89,645**	**$95,829**	**$100,218**
Year 9	Mix Factor	1.1746	1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
	Base 9	$74,895	$77,033	$79,145	$81,958	$88,469	$94,529	$98,858
	Time 8D	$3,329	$3,424	$3,518	$3,643	$3,932	$4,201	$4,394
	Total	**$78,224**	**$80,457**	**$82,663**	**$85,601**	**$92,400**	**$98,730**	**$103,252**
Year 10	Mix Factor	1.2099	1.2464	1.2816	1.3289	1.4310	1.5273	1.5974
	Base 10	$77,146	$79,473	$81,717	$84,734	$91,246	$97,387	$101,856
	Time 8D	$3,429	$3,532	$3,632	$3,766	$4,055	$4,328	$4,527
	Total	**$80,575**	**$83,005**	**$85,349**	**$88,500**	**$95,302**	**$101,715**	**$106,383**

8	$63,762	REA Salary Schedule 2026-2027 DRAFT +2%						
1.020		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA+135	BA+180
						MA + 0	MA+45	MA+90/PhD
Year 11	Mix Factor	1.2453	1.2847	1.3219	1.3737	1.4758	1.5742	1.6457
	Base 11	$79,403	$81,915	$84,287	$87,590	$94,103	$100,376	$104,936
	Time 8D	$3,529	$3,641	$3,746	$3,893	$4,182	$4,461	$4,664
	Total	**$82,932**	**$85,556**	**$88,033**	**$91,483**	**$98,285**	**$104,837**	**$109,600**
Year 12	Mix Factor	1.2807	1.3230	1.3623	1.4171	1.5224	1.6224	1.6961
	Base 12	$81,660	$84,357	$86,863	$90,356	$97,072	$103,445	$108,145
	Time 8D	$3,629	$3,749	$3,861	$4,016	$4,314	$4,598	$4,806
	Total	**$85,290**	**$88,107**	**$90,724**	**$94,372**	**$101,387**	**$108,042**	**$112,951**
Year 13	Mix Factor	1.3161	1.3612	1.4026	1.4604	1.5706	1.6717	1.7476
	Base 13	$83,917	$86,793	$89,433	$93,118	$100,145	$106,591	$111,429
	Time 8D	$3,730	$3,857	$3,975	$4,139	$4,451	$4,737	$4,952
	Total	**$87,647**	**$90,651**	**$93,408**	**$97,257**	**$104,596**	**$111,328**	**$116,381**
Year 14	Mix Factor	1.3514	1.3995	1.4429	1.5038	1.6202	1.7245	1.8010
	Base 14	$86,168	$89,235	$92,003	$95,886	$103,309	$109,959	$114,839
	Time 8D	$3,830	$3,966	$4,089	$4,262	$4,592	$4,887	$5,104
	Total	**$89,998**	**$93,201**	**$96,092**	**$100,147**	**$107,900**	**$114,846**	**$119,943**
Year 15	Mix Factor	1.3868	1.4378	1.4833	1.5472	1.6623	1.7693	1.8479
	Base 15	$88,425	$91,677	$94,579	$98,653	$105,994	$112,817	$117,824
	Time 8D	$3,930	$4,075	$4,203	$4,385	$4,711	$5,014	$5,237
	Total	**$92,355**	**$95,752**	**$98,782**	**$103,038**	**$110,705**	**$117,831**	**$123,061**
Year 16-17	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 16-17	$90,683	$94,119	$97,148	$101,420	$108,113	$115,073	$120,181
	Time 8D	$4,030	$4,183	$4,318	$4,508	$4,805	$5,114	$5,341
	Total	**$94,713**	**$98,303**	**$101,466**	**$105,928**	**$112,919**	**$120,187**	**$125,523**
w/Longevity Stipend	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 18+	$90,683	$94,119	$97,148	$101,420	$108,113	$115,073	$120,181
	Time 8D	$4,030	$4,183	$4,318	$4,508	$4,805	$5,114	$5,341
	Longevity	$1,360	$1,412	$1,457	$1,521	$1,622	$1,726	$1,803
	Total	**$96,073**	**$99,714**	**$102,923**	**$107,449**	**$114,540**	**$121,913**	**$127,325**

Note: Only nurses are eligible to move into yellow cells

8	$65,037	REA Salary Schedule 2027-2028 DRAFT +2%						
1.020		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA+135	BA+180
						MA + 0	MA + 45	MA+90/PhD
Year 0	Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
	Base 0	$65,037	$66,793	$68,614	$70,435	$77,973	$83,826	$87,599
	Time 8D	$2,891	$2,969	$3,050	$3,130	$3,465	$3,726	$3,893
	Total	**$67,928**	**$69,762**	**$71,664**	**$73,566**	**$81,439**	**$87,552**	**$91,492**
Year 1	Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
	Base 1	$65,915	$67,697	$69,538	$71,443	$78,838	$84,757	$88,503
	Time 8D	$2,930	$3,009	$3,091	$3,175	$3,504	$3,767	$3,933
	Total	**$68,845**	**$70,706**	**$72,628**	**$74,619**	**$82,342**	**$88,523**	**$92,436**
Year 2	Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
	Base 2	$66,747	$68,545	$70,408	$72,458	$79,713	$85,609	$89,399
	Time 8D	$2,967	$3,046	$3,129	$3,220	$3,543	$3,805	$3,973
	Total	**$69,713**	**$71,592**	**$73,537**	**$75,678**	**$83,256**	**$89,414**	**$93,372**
Year 3	Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
	Base 3	$67,607	$69,422	$71,304	$73,421	$80,541	$86,421	$90,303
	Time 8D	$3,005	$3,085	$3,169	$3,263	$3,580	$3,841	$4,013
	Total	**$70,613**	**$72,507**	**$74,473**	**$76,684**	**$84,121**	**$90,262**	**$94,317**
Year 4	Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
	Base 4	$68,449	$70,344	$72,239	$74,427	$81,408	$87,328	$91,238
	Time 8D	$3,042	$3,126	$3,211	$3,308	$3,618	$3,881	$4,055
	Total	**$71,491**	**$73,470**	**$75,449**	**$77,735**	**$85,026**	**$91,209**	**$95,293**
Year 5	Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
	Base 5	$69,320	$71,224	$73,136	$75,448	$82,290	$88,190	$92,175
	Time 8D	$3,081	$3,166	$3,251	$3,353	$3,657	$3,920	$4,097
	Total	**$72,401**	**$74,389**	**$76,387**	**$78,801**	**$85,947**	**$92,109**	**$96,272**
Year 6	Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
	Base 6	$70,214	$72,077	$74,055	$76,483	$83,193	$89,064	$93,069
	Time 8D	$3,121	$3,203	$3,291	$3,399	$3,697	$3,958	$4,136
	Total	**$73,335**	**$75,280**	**$77,347**	**$79,882**	**$86,890**	**$93,022**	**$97,205**
Year 7	Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
	Base 7	$71,788	$73,678	$75,681	$78,240	$84,884	$90,840	$94,960
	Time 8D	$3,191	$3,275	$3,364	$3,477	$3,773	$4,037	$4,220
	Total	**$74,979**	**$76,952**	**$79,045**	**$81,718**	**$88,657**	**$94,877**	**$99,181**
Year 8	Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
	Base 8	$74,089	$76,084	$78,135	$80,904	$87,547	$93,586	$97,872
	Time 8D	$3,293	$3,381	$3,473	$3,596	$3,891	$4,159	$4,350
	Total	**$77,382**	**$79,465**	**$81,608**	**$84,500**	**$91,438**	**$97,745**	**$102,222**
Year 9	Mix Factor	1.1746	1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
	Base 9	$76,393	$78,573	$80,728	$83,597	$90,238	$96,419	$100,835
	Time 8D	$3,395	$3,492	$3,588	$3,715	$4,011	$4,285	$4,482
	Total	**$79,788**	**$82,065**	**$84,316**	**$87,312**	**$94,248**	**$100,704**	**$105,317**
Year 10	Mix Factor	1.2099	1.2464	1.2816	1.3289	1.4310	1.5273	1.5974
	Base 10	$78,689	$81,062	$83,351	$86,428	$93,071	$99,334	$103,893
	Time 8D	$3,497	$3,603	$3,704	$3,841	$4,136	$4,415	$4,617
	Total	**$82,186**	**$84,665**	**$87,056**	**$90,270**	**$97,207**	**$103,749**	**$108,510**

8	$65,037	REA Salary Schedule 2027-2028 DRAFT +2%						
1.020		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA+135	BA+180
						MA + 0	MA + 45	MA+90/PhD
Year 11	Mix Factor	1.2453	1.2847	1.3219	1.3737	1.4758	1.5742	1.6457
	Base 11	$80,991	$83,553	$85,973	$89,342	$95,984	$102,383	$107,034
	Time 8D	$3,600	$3,713	$3,821	$3,971	$4,266	$4,550	$4,757
	Total	**$84,590**	**$87,267**	**$89,794**	**$93,313**	**$100,250**	**$106,933**	**$111,791**
Year 12	Mix Factor	1.2807	1.3230	1.3623	1.4171	1.5224	1.6224	1.6961
	Base 12	$83,293	$86,044	$88,600	$92,163	$99,013	$105,513	$110,307
	Time 8D	$3,702	$3,824	$3,938	$4,096	$4,401	$4,689	$4,903
	Total	**$86,995**	**$89,868**	**$92,538**	**$96,259**	**$103,414**	**$110,203**	**$115,210**
Year 13	Mix Factor	1.3161	1.3612	1.4026	1.4604	1.5706	1.6717	1.7476
	Base 13	$85,596	$88,529	$91,221	$94,980	$102,148	$108,722	$113,657
	Time 8D	$3,804	$3,935	$4,054	$4,221	$4,540	$4,832	$5,051
	Total	**$89,400**	**$92,463**	**$95,276**	**$99,202**	**$106,688**	**$113,555**	**$118,709**
Year 14	Mix Factor	1.3514	1.3995	1.4429	1.5038	1.6202	1.7245	1.8010
	Base 14	$87,891	$91,020	$93,842	$97,803	$105,375	$112,158	$117,135
	Time 8D	$3,906	$4,045	$4,171	$4,347	$4,683	$4,985	$5,206
	Total	**$91,798**	**$95,065**	**$98,013**	**$102,150**	**$110,058**	**$117,142**	**$122,341**
Year 15	Mix Factor	1.3868	1.4378	1.4833	1.5472	1.6623	1.7693	1.8479
	Base 15	$90,194	$93,511	$96,470	$100,626	$108,113	$115,073	$120,180
	Time 8D	$4,009	$4,156	$4,288	$4,472	$4,805	$5,114	$5,341
	Total	**$94,202**	**$97,667**	**$100,757**	**$105,098**	**$112,918**	**$120,187**	**$125,522**
Year 16-17	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 16-17	$92,496	$96,001	$99,091	$103,448	$110,275	$117,374	$122,584
	Time 8D	$4,111	$4,267	$4,404	$4,598	$4,901	$5,217	$5,448
	Total	**$96,607**	**$100,268**	**$103,495**	**$108,046**	**$115,176**	**$122,590**	**$128,033**
w/Longevity Stipend	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 18+	$92,496	$96,001	$99,091	$103,448	$110,275	$117,374	$122,584
	Time 8D	$4,111	$4,267	$4,404	$4,598	$4,901	$5,217	$5,448
	Longevity	$1,387	$1,440	$1,486	$1,552	$1,654	$1,761	$1,839
	Total	**$97,994**	**$101,708**	**$104,981**	**$109,598**	**$116,831**	**$124,351**	**$129,871**

Note: Only nurses are eligible to move into yellow cells

Appendix C

1. TIME Agreement Verification Form
2. Grievance Form A
3. Grievance Form B

RICHLAND SCHOOL DISTRICT NO. 400
TIME VERIFICATION FORM:
[ARTICLE IX, Section 9A]

DIRECTIONS: FILL OUT AND RETURN TO YOUR EVALUATING SUPERVISOR
Time Portion of Supplemental Contract:

Pay for additional time beyond the base contract and normal workday will be granted. Part time employees will receive the full payment for each day regardless of FTE except in the case of shared contracts/job-shares. Supplemental work days will be scheduled for attendance at building or district directed in-service/staff development activities tied to the School Improvement Plan.

I verify I was in attendance at the following mandatory supplemental work days or an alternate in-service activity approved by my evaluating supervisor

Note: Do not check a supplemental work day if you were on a leave.

2025-26
Day 1
Day 2
Day 3
Day 4
Day 5
Day 6
Day before school starts.

I, _____, verify that I have fulfilled the conditions of the
(Please print your name)
TIME Supplemental contract signed for the _____ school year for additional time, activities and responsibilities in accordance with the Collective Bargaining Agreement between the Richland School District and the Richland Education Association. This additional pay is for time, responsibilities or activities in addition to other activities that occurred outside the regular contract day for which I have already received compensation.

_____ _____ _____
Employee's Signature Employee Serial # Date

_____ _____
Evaluating Supervisor Signature Date

_____ _____
Superintendent or Designee's Signature Date

Original – Payroll Copy – Employee

Grievance Form A

Notice of Grievance: _____Level **1 2 3**
Grievant: _____
Date of Formal Presentation: _____
Affected Employee(s): _____
Home Address: _____
Telephone: Home: _____ Best Time to call: _____
E-Mail: _____other than school if available
Name or School: _____
School Phone: _____ Best Time to call: _____
Affected Supervisor: _____ Subject Area/Grade Level: _____
Association Representative(s): _____

Statement of Grievance

_____Contract of Grievance _____Board Policy Grievance
Date Grievance Occurred: _____
Board Policy'(s), Rule(s), Regulation(s), or Article and Section of Contract Allegedly Violated: _____
_____
_____
_____
_____

Events Precipitating the Alleged Misinterpretation or Misapplication or Board Policy, Rule, Regulation, or Article and Section or Contract:

_____
_____
_____
_____

Specific Remedy Sought: _____

Signature of Grievant: _____

☑ Distribution:
- Grievant
- Affected Supervisor
- REA Association President and/or designee
- Superintendent and/or designee

Grievance Form B

Notice of Grievance: _____Level **1 _ 2 _ 3**
Grievant: _____
Date of Formal Presentation: _____
School: _____
Decision of Affected Supervisor and Reasons Therefore: _____
_____
_____
_____
_____
_____ Date of Decision: _____

_____ _____
Signature of Affected Supervisor Date of Response

_____
_____
Signature of Grievant Date

☑ Distribution:
- Grievant
- Affected Supervisor
- REA Association President and/or designee
- Superintendent and/or designee

Appendix D

1. Supplemental Contracts for Counselors Hired before 1999 MOU
2. SEL 2025-2028 Memorandum of Understanding
3. MLL/Dual Language Letter of Agreement
4. Special Education Paraprofessional Time 2025-2026 MOU

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

Supplemental Contracts for Counselors Hired before 1999

Until SEPARATION OF SERVICE

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

The intent of this Memorandum of Understanding between REA and RSD is to continue to support counselors who were hired before July 1, 1999 school year.

These counselors shall continue to have the following until they retire or separate from the Richland School District.

Elementary School Counselors shall be paid for 10 days.
Middle School Counselors shall be paid for 20 days.
Senior High School Counselors shall be paid for 20 days.

This Memorandum of Understanding is specific to these individuals and continues until these individuals retire or separate service to the Richland School District.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING BETWEEN THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

SEL 2025-2028

THIS **MEMORANDUM OF UNDERSTANDING** SETS FORTH THE FOLLOWING BETWEEN THE

RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

All Employees Pre-K through Secondary:

1. The SEL curriculum adoption will require additional preparation. As recommended by the creators of the program, teachers need to engage with students and the curriculum to deliver the content with fidelity, not just "Plug and Play." REA and RSD shall add an eighth (8th) TIME day to compensate employees for the additional preparation. The eighth (8th) time day shall be considered "deemed done."
2. SEL scope and sequence shall be posted on the RSD website and available for public viewing, therefore teachers shall not be required to provide a syllabus or scope and sequence individually to students or parents.
3. The District shall provide alternative learning opportunities, in a separate location, for students whose parents or guardians opted them out of the SEL program or specific SEL lessons. Employees delivering SEL instruction shall not be responsible for the creation of these alternative learning opportunities.
4. Itinerants shall not be assigned SEL classes or monitor opt out students. Itinerants shall be available during the SEL advisory class period for emergency support.
    a. Itinerants are all ESA (Educational Staff Associate) employees and certificated therapists including nurses, psychologists, counselors, ESA-social workers, Board Certified Behavior Analysts (BCBA), physical therapists, occupational therapists, speech language pathologists, and teacher(s) of the visually impaired.
    b. Itinerants shall be available for tier two (2) and tier three (3) supports at a time other than during the SEL advisory class period.
5. Substitute educators shall be utilized for absent employees who deliver SEL instruction.
    a. Substitute teachers shall be trained in how to access the SEL curriculum.
    b. substitute teachers shall be provided access to the SEL curriculum.
6. Employees shall have the option to have all printed materials prepared and provided by the District before the start of each quarter or trimester or the teacher may choose to be responsible for any necessary copying.

August Days Training and Support Requirements:

1. New employees shall receive grade level Professional Development specific to the adopted SEL curriculum.

2. In addition to the August Professional Development days, the District shall survey employee needs and offer additional follow-up training throughout the year for educators based on the indicated needs. These trainings will be optional and may take the form of synchronous or asynchronous Zoom.
3. District administrators shall survey staff twice a year and specifically ask about needed supports.

Secondary Advisories (6-12): **Comprehensive Secondary Schools** will provide a student advisory period for the purpose of delivering social emotional learning curriculum.

1. The District will create an advisory plan that provides equitable opportunities for student access to SEL curriculum across secondary schools not to exceed thirty (30) minutes per week inclusive of the passing time.
2. The District agrees to consolidate conferences into one November session. For the 2024-2025 school year, conferences will occur the evening of November 6 for the high school and November 7 for the middle school followed by a student and teacher early release day on November 8.
3. Regular attendance shall be taken.
4. Assigning students to SEL advisory classes:
    a. Special Education Students
        i. Special education teachers shall assign caseload students to a SEL advisory.
        ii. Special education teachers shall be allowed to assign students for their own classes.
    b. High School Students:
        i. For general education high school students
            1. 9th graders-the intent is to assign students to employees who the student will see in the regular course of the day during the first quarter as much as possible, for the year.
            2. 10th - 12th graders - the intent is to keep students that were assigned the previous year to a specific employee with that employee until the student graduates or transfers out of the school, barring extenuating circumstances related to discipline.
    c. Middle School Students
        i. The intent is to assign students to employees who the student will see in the regular course of the day during first quarter, and will remain in the advisory with that employee for the year.
5. Employees without a regular classroom shall be given proper equipment to make SEL courses possible.
6. The district shall provide composition books for students.

Secondary Advisories (6-12): **ALE Secondary Schools** will provide a student advisory period for the purpose of delivering social emotional learning curriculum.

1. Due to the unique scheduling of ALE schools, using the site-based decision making language of the CBA found in ARTICLE VII, SECTION 7O, administrators and staff will work together, to create an alternative SEL schedule and submit it to REA and RSD for approval no later than June 1 of each year while this MOU is in effect.

Elementary (K-5): Social Emotional Learning: Elementary schools will provide a range of opportunities for students to engage in social emotional learning.

1. Classroom teachers are only required to teach SEL using the approved district curriculum.
2. In an effort to help lighten the load of elementary teachers, digital citizenship will no longer be covered by the classroom teacher.
3. Digital citizenship lessons shall be taught by librarians. For the purposes of substitute rotation, librarians will not be assigned class coverage, but may choose to volunteer.

Early Learning Center Social Emotional Learning (Pre-K, ECEAP, DD)

1. Classroom teachers are only required to teach SEL using the approved district adopted curriculum.

This Memorandum of Understanding is non-precedent setting. In the Spring of 2028, the parties will come together to review the outcomes of the pilot in order to determine if the pilot program should continue, should be adjusted, or should end. This agreement shall be in effect upon the signature of the parties and expires August 31, 2028

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

LETTER OF AGREEMENT BETWEEN

THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

MLL/Dual Language Expansion at Tapteal Elementary School for the 2025-2026 School Year

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

The intent of this Letter Of Agreement (LOA) between REA and RSD is to support the MLL/Dual Language program development and expansion at Tapteal Elementary School into the 2025-2026 school year.

A. In a 50/50 Dual Language model, all students are the responsibility of one bilingual general education teacher. The instructional responsibilities include, but are not limited to: teaching, planning for instruction, grading, and parent communication.
B. Employees must have appropriate certification and meet requirements posted in the job description for Dual Language teachers.
C. Ongoing professional development and/or additional paraprofessional support for the Dual Language program to be decided through site-based decision making, and input from the Dual Language Task Force in consultation with the Dual Language teachers contingent upon dedicated grant funding availability.
D. There will be on-going REA representatives on the Dual Language Task Force.
E. Dual-Language is a standing line item discussion point at Labor Management meetings.
F. This MOU shall remain in full force upon the date of signatures but may be reopened for renegotiation on mutually agreed upon topics during the school year of 2025-2026.

This Letter of Agreement is non-precedent setting. In the Spring of 2026, the parties will come together to negotiate a new agreement. This agreement shall be in effect upon the signature of the parties and expires August 31,2026.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING BETWEEN THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

Special Education Paraprofessional Time 2025-2026

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

The District and the employee may mutually agree not to staff a paraeducator that would otherwise be required by this Agreement. Upon consent of the employee, the District will provide the staff member with a responsibility stipend of up to $3,000 per year in recognition of additional work.
The following is in place:

1. The District will notify REA of which employees utilize this language for the school year. REA will be given the opportunity to talk with the employee prior to consent for removal of the paraprofessional.
    a. This option will be available to itinerants and classrooms with current vacant positions. All other requests will be evaluated on a case-by-case basis.
    b. Employees impacted by difficult-to-fill paraeducator vacancies may request to opt in temporarily to the stipend program in lieu of a day-to-day substitute paraeducator if:
        i. The paraeducator position remains unfilled for twenty (20) contract days
        ii. Upon administrative approval:
            1. The employee shall receive a stipend for the duration that the position remains vacant or unfilled by a long-term substitute paraeducator.
        iii. Additional terms:
            1. Eligibility and continuation of the stipend are subject to administrative review.
            2. The vacancy status must be verified and confirmed on an ongoing basis.
            3. The District may review and adjust program participation at any time to provide paraeducator support.
2. At no time will the district pressure employees to consent to the removal of a paraprofessional.
3. Employees who consent to the removal of a paraprofessional will have a responsibility stipend of $750 paid at the end of each affected quarter.
    a. An employee who opts in after two (2) weeks of the term shall have a prorated stipend.
4. Should the employee determine their needs have changed during the course of the quarter a paraprofessional will be returned upon request.
    a. At no time will the employee be required to return funds should the paraprofessional be returned to the position.
        i. This includes but is not limited to:
            1. Change in need of one or more students.
            2. Placement of students after the term begins that requires additional support.

6. Employees who consent to the removal of a paraprofessional and require a paraprofessional be returned, will not be eligible to remove a paraprofessional a second time during the school year.
7. There will be a standing line item in labor management and the following will be discussed monthly:
    1. How many employees are involved?
    2. How many requests for the return of paraprofessionals have occurred and when and where were those requests made?

8. By April 1st, 2026, REA or RSD will notify the other of future interest in renegotiating the terms and merits of the program for the upcoming school year.

This Memorandum of Understanding is non-precedent setting. In the Spring of 2026, the parties will come together to review the outcomes and viability of this agreement. This agreement shall be in effect upon the signature of the parties and expires August 31, 2026.

RICHLAND EDUCATION ASSOCIATION	RICHLAND SCHOOL DISTRICT
REA Representative	RSD Representative

Appendix E

1. 2025-2026 RSD Calendar
2. Conference Protocols

RICHLAND SCHOOL DISTRICT

2025-26 SCHOOL YEAR CALENDAR

AUGUST 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- No School
- Early Release
- First/Last Day of School
- Holiday (No School)
- Conferences

IMPORTANT DATES

Aug. 26	First Day – Grades 1-12
Aug. 26	Kindergarten Family Connection Meetings
Aug. 27	Kindergarten Family Connection Meetings
Aug. 28	First Day – Kindergarten
Sept. 1	Labor Day – No School
Sept. 25	Kindergarten Family Connection Meetings
Oct. 3	Fall Professional Day – No School
Nov. 3	End of First Quarter
Nov. 5	Middle School Conferences (PM)
Nov. 6	High School Conferences (PM)
Nov. 7	Early Release – Grades 6-12 @ 11 a.m.
Nov. 11	Veterans Day – No School
Nov. 21	End of First Trimester
Nov. 24–26	Elementary Conferences – No School K-5
Nov. 26	Early Release – Grades 6-12 @ 11 a.m
Nov. 27–28	Thanksgiving Break – No School
Dec. 22–Jan. 2	Winter Break – No School
Jan. 16	End of First Semester
Jan. 19	Martin Luther King Jr. Day – No School
Jan. 20	Semester Day – No School
Feb. 16	Presidents' Day – No School
March 5	End of Second Trimester
March 6	Spring Professional Day – No School
March 11	Early Release – Grades K-5 @ 12:30 p.m.
March 11	Elementary Conferences (PM)
March 12–13	Elementary Conferences – No School K-5
March 27	End of Third Quarter
April 6–10	Spring Break – No School
May 22	Snow Make-Up Day or No School
May 25	Memorial Day – No School
June 5	High School Graduations
June 9	Last Day of School – Early Release K-8 K-5 @ 12:30 p.m. and Grades 6-8 @ 11 a.m.
June 10-12	Possible Snow Make-Up Days (if needed)

Dates on this calendar may have changed since it was printed. For the most current version, please visit www.rsd.edu/calendar.

CONFERENCES PROTOCOL

ELEMENTARY

1. Buildings select five (5) of the following blocks to total 2.5 days of conferencing:
    a. Day One
        i. Morning 8:15 – 12:00
        ii. Afternoon 12:00 – 3:45
        iii. Evening 3:45 – 7:30
    b. Day Two
        i. Morning 8:15 – 12:00
        ii. Afternoon 12:00 – 3:45
        iii. Evening 3:45 – 7:30
    c. Day Three
        i. Morning 8:15 – 12:00
2. One block must be an evening block.
3. Teachers schedule their own breaks and preps.
4. Discuss Thanksgiving (M/T/W of Thanksgiving week doesn't give workday relief)

SECONDARY

1. The evening conference session will last three and a half (3.5) hours, from 4:00 – 7:30.
2. The Middle Schools will hold parent/guardian conferences on a Wednesday, and the High Schools will hold parent/guardian conferences on a Thursday, to allow parents/guardians with students at both levels the ability to participate.
3. The Friday of conference week will be an early release for students in grades 6-12.
4. Employees are able to leave work three and a half (3.5) hours early on the Friday of conferences to compensate for the evening session.
5. The model of conferences (arena, scheduled, or something else) is at the discretion of the individual building to determine. Once the building sets the model, it is expected that all teachers participate in the evening conference session.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

REGARDING Enterprise Middle School Open House Pilot

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

EMS One-Year Open House Pilot Proposal

Pre–School Year Evening Open House

Purpose of the Proposal

EMS proposes a one-year pilot to shift Open House to an evening during the week before the start of the school year, replacing the traditional September Open House. The purpose of this pilot is to enhance family engagement while ensuring compliance with the Collective Bargaining Agreement (CBA) through a mutually agreed-upon proposal.

Rationale

The current September Open House model occurs after the school year has begun, when families and staff are managing established routines, extracurricular commitments, and instructional responsibilities. Feedback and attendance patterns suggest that earlier engagement may increase family participation and support a smoother start to the school year.

Holding Open House prior to the first day of school is intended to:

- Introduce staff, classrooms, and the building to families and students
- Provide families with essential information before instruction begins
- Establish early communication between families and staff

Pilot Scope and Duration

- Duration: One academic year
- Pilot Nature: Temporary and evaluative
- Replacement Model: The pre–school year evening Open House would replace the traditional September Open House for the duration of the pilot
- Continuation beyond the pilot year would require yearly review, discussion, and mutual agreement through a consensus vote of all EMS REA bargaining unit members following the provisions set forth in ARTICLE VII, Section 7O: Professional Cooperation Agreement

Open House Structure (Proposed)

One evening event on **Thursday, August 27, 2026,** the week before school begins
Proposed time frame: 5:30–7:00 p.m.
Format and expectations: We will invite our families to two 45-minute sessions, organized by alphabet, to help alleviate the crowding from last year. Families can come whenever works for them (drop-in, no bells): **Session One, A-K; Session Two, L-Z.**

- Teachers are expected to be present in their classrooms and ready to greet parents and students.
- Building days will include time to get rooms ready, will try to recruit Leadership students to help teachers arrange furniture. Teachers are asked to have a stack of syllabi and/or other information printed and copied for parents to grab and go. Perhaps a sign-up sheet or comment cards for parents who have more to say or need more time.
- Only Q1: Schedules will be printed to help eliminate confusion. Full schedules to be given out on the first day/week of school.
- Teachers who wish to share more information are encouraged to send the slideshow, video, flyer, etc via ParentSquare after the Open House.
- Forms for Free and Reduced Lunch, Consent-To-Share Form, Back-to-School supplies, Sports/Clubs available, and a Parent How-To for PS and Canvas will be available for parents to take.
- Parents will again be able to make ASB payments and purchase PE Uniforms - need to streamline this process - maybe make a QR code?

Dates and methods of communication:

- Administration will ensure the building is ready by scheduling it as "reserved" so custodial staff can be sure the air conditioning is left on, and the tables are available.
- Hand out "save the date" cards at the May 20th 5th-grade Open House

- Post Messages on ParentSquare in June, July, and August. Also, the office will post a message on the Reader Board in August.

Collective Bargaining Agreement Considerations

SECTION 9A. Length of Contract: The length of the basic contract for full-time equivalent (FTE) employees shall be as follows, with partial FTE scheduled pro rata as assigned:

A. 180 Days

The Base Contract: Activities such as classroom preparation, self-reflection, goal setting, grading student work, preparing grades and progress reports, participation in a reasonable and equitable number of IEPs and 504 meetings, and attending Open House are considered base contract activities.

Evaluation and Review

At the conclusion of the pilot year, the District and the Association will:

- Review attendance data and feedback
- Evaluate staff workload, impact, and feasibility
- Determine whether the pilot should be discontinued, modified, or considered for future implementation

Any continuation or expansion beyond the 2026-2027 school year would require further bargaining and mutual agreement through a consensus vote of all EMS REA bargaining unit members following the provisions set forth in ARTICLE VII, Section 7O: Professional Cooperation Agreement

This Memorandum of Understanding shall be in effect upon the signature of the parties and expires June 15, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING
BETWEEN THE RICHLAND EDUCATION ASSOCIATION
AND RICHLAND SCHOOL DISTRICT
REGARDING TIME VERIFICATION FORM

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

RICHLAND SCHOOL DISTRICT NO. 400
TIME VERIFICATION FORM:
[ARTICLE IX, Section 9A]

DIRECTIONS: FILL OUT AND RETURN
Time Portion of Supplemental Contract:

Pay for additional time beyond the base contract and normal workday will be granted. Part time employees will receive the full payment for each day regardless of FTE except in the case of shared contracts/job-shares. Supplemental work days will be scheduled for attendance at building or district directed in-service/staff development activities tied to the School Improvement Plan.

2025-2026 Tri-Days	
District Days	Building Days
Day 1: 8/19/2026	Day 5: Building Choice Day
Day 2: See Table Below	Day 6: Building Choice Day
Day 3: See Table Below	Day 7: Building Choice Day
Day before school: 8/25/2026	SEL

I,

verify that I have fulfilled the conditions of the TIME supplemental contract for the school year, including attendance at the identified supplemental work days or completion of an approved alternate activity. I further affirm that such participation was in accordance with the Collective Bargaining Agreement between the Richland School District and the Richland Education Association, and that I have met the conditions necessary to receive the associated compensation only for those days or activities verified above. This compensation is for time, responsibilities, or activities performed outside the regular contract day and not otherwise compensated.

2025-2026 Optional Tri-Days (Show for $)	
Day 2: 10/03/2026	Day 3: 3/06/2026

Attendance of optional days was verified through professional development sign-in sheets and HR approved Extenuating Circumstance forms. Non-attendance resulted in a one-day deduction of pay for each occurrence, which was spread through the remainder of the contact.

Employee's Signature _____ Employee Serial # _____ Date _____

Superintendent or Designee's Signature _____ Date _____

This Memorandum of Understanding is non-precedent setting. This agreement shall be in effect upon the signature of the parties and expires August 31, 2026.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING BETWEEN THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

ESA and Agency Nurse Staffing 2026-2027

THIS **MEMORANDUM OF UNDERSTANDING** SETS FORTH THE FOLLOWING BETWEEN THE

RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

Section 1: Early Learning Center (ELC)

Whereas RCW 18.79.260 defines the scope of nursing practice and delegation authority [RCW 18.79.260].

Whereas WAC 246-840-010 through 970 outline delegation rules, which apply to K–12 educational settings only [WAC 246-840].

Whereas The Nursing Care Quality Assurance Commission (NCQAC) Advisory Opinion on School Nurse Delegation (NCAO15) explicitly excludes early childhood programs governed under RCW 43.216 and WAC 110-300 [NCQAC Advisory Opinion].

The Richland Education Association (REA) and Richland School District (RSD) agree that one (1) agency nurse may be hired and assigned to only the Early Learning Center (ELC) for the 2026-2027 school year.

For any current or future Early Learning Center students housed within a K-12 school, the ESA nurse shall be assigned to those students.

Section 2: Agency Nurses

Definitions:

A. One-to-one agency nurse access is a position directed by IEP, 504, or physician's order, requiring an in-building nurse available during the usual school day.
B. One-to-one direct line of sight agency nurse is a position directed by IEP, 504, or physician's order, requiring a nurse to accompany the student during the usual school day.

Whereas The Richland Education Association (REA) and Richland School District (RSD) agree that agency nurses may be contracted to serve in a capacity for a one-to-one agency nurse access and/or one-to-one direct line of sight agency nurse. In the case of an agency nurse absence, all

efforts will be made to fill the absence with an agency nurse or substitute. In the event that no coverage is available, the assigned ESA nurse shall be paid for all hours worked in the agency nurse role. ESA nurses shall be compensated as outlined in Article 7, Section 7, I., Covering Classes.

Whereas The Richland Education Association (REA) and Richland School District (RSD) agree that all other nursing duties shall remain and be assigned to RSD ESA nurses within the bargaining unit.

Section 3: Caseload

Whereas The Richland Education Association (REA) and Richland School District (RSD) agree that the workload should be balanced and equitably distributed between employees.

A. Richland High School and Hanford High School shall each be assigned one (1) ESA school nurse. The ESA nurse shall be assigned and designated to that building.
    1. Community Based Transition Center (CBTC) students shall be assigned to their respective high school nurse.
B. All other ESA nurse assignments shall be assigned based on:
    1. Article 6, Section 6, E.
    2. Additional assignments beyond the primary building, including workload at other sites or other specialized program needs may be determined by the administrator based on district need.
        a. Student Enrollment (excluding PCOA)
        b. Chronic health conditions
        c. Medically fragile students
        d. Individualized Health Plans (IHP)
        e. 504 and IEP related health services
C. All other situations not identified shall be bargained by REA and RSD.

During the 2026-2027 school year, REA and RSD shall meet to discuss Washington State laws and guidance regarding the placement of ESA School Nurses at the Early Learning Center and other schools or locations where preschool students are served. The purpose of this meeting or meetings shall be to gain understanding, problem solve, and bargain the impact of any changes, if necessary, to assure that REA and RSD are in compliance with State law. In addition, during 2026-2027 labor management meetings, REA and RSD will also discuss how things are going with agency nurses and ESA nurse caseloads. The purpose of these discussions shall be to gain understanding, problem solve, and gather information for future bargaining negotiations.

This Memorandum of Understanding is non-precedent setting. This agreement shall be in effect upon the signature of the parties and expires August 31, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING

BETWEEN THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

REGARDING Carmichael Middle School Open House Pilot

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING BETWEEN THE

RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

CMS One-year Open House Pilot Proposal

Pre—School Year Evening Open House

Purpose of the Proposal

CMS proposes a one-year pilot to shift Open House to the evening before the first day of school, replacing the traditional September Open House. The purpose of this pilot is to enhance family engagement while ensuring compliance with the Collective Bargaining Agreement (CBA) through a mutually agreed-upon proposal.

Rationale

The current September Open House model occurs after the school year has begun, when families and staff are managing established routines, extracurricular commitments, and instructional responsibilities. Feedback and attendance patterns suggest that earlier engagement may increase family participation and support a smoother start to the school year.

Holding Open House prior to the first day of school is intended to:

- Introduce staff, classrooms, and the building to families and students

- Provide families with essential information before instruction begins

- Establish early communication between families and staff

Pilot Scope and Duration

- Duration: One academic year
- Pilot Nature: Temporary and evaluative
- Replacement Model: The pre—school year evening Open House would replace the traditional September Open House for the duration of the pilot. Continuation beyond the pilot year would require yearly review, discussion, and mutual agreement through a consensus vote of all CMS REA bargaining unit members following the provisions set forth in ARTICLE VII, Section 70: Professional Cooperation Agreement

Open House Structure (Proposed)

One evening event on Monday, August 31, 2026, the evening before school begins. Proposed time frame: 5:30—7:00 p.m.
Format and expectations: We will invite our families to two 45-minute sessions, organized by the alphabet, to help alleviate crowding from. Families can come whenever it works for them (drop-in, no bells): Session One, A-K; Session Two, L-Z.

- Teachers are expected to be present in their classrooms and ready to greet parents and students.
- Building days will include time to get rooms ready. Teachers are asked to have a stack of syllabi and/or other information (ex. supply list, parent surveys) printed and copied for parents to grab and go. Perhaps a sign-up sheet or comment cards for parents who have more to say or need more time.

- Only S1: Schedules will be printed for pickup at 6th grade only day and during Open House. They can also be found on launchpad (PowerSchool App).
- Teachers who wish to share more information are encouraged to send the slideshow, video, flyer, etc via ParentSquare after the Open House.
- Forms for Free and Reduced Lunch, Consent-To-Share Form, Back-to-School supplies, Sports/Clubs available, and Parent How-To for PS and Canvas will be available for parents to take.
- Parents will again be able to make ASB payments, purchase PE uniforms, and pay any other fines or fees.

Dates and methods of communication:

- Administration will ensure the building is ready by scheduling it as "reserved" so custodial staff can be sure the air conditioning is left on, and the tables are available.
- Send messages via ParentSquare at the beginning of summer and a reminder in August. Also, the office will post a message on the Reader Board in August.

Collective Bargaining Agreement Considerations

SECTION 9A. Length of Contract: The length of the basic contract for full-time equivalent (FTE) employees shall be as follows, with partial FTE scheduled pro rata as assigned:

A. 180 Days

The Base Contract: Activities such as classroom preparation, self-reflection, goal setting, grading student work, preparing grades and progress reports, participation in a reasonable and equitable number of IEPs and 504 meetings, and attending Open House are considered base contract activities.

Evaluation and Review

At the conclusion of the pilot year, the District and the Association will:

- Review attendance data and feedback
- Evaluate staff workload, impact, and feasibility
- Determine whether the pilot should be discontinued, modified, or considered for future implementation

Any continuation or expansion beyond the 2026-2027 school year would require further bargaining and mutual agreement through a consensus vote of all EMS REA bargaining unit members following the provisions set forth in ARTICLE VII, Section 70: Professional Cooperation Agreement

This Memorandum of Understanding shall be in effect upon the signature of the parties and expires June 15, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING

BETWEEN THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

REGARDING Chief Joseph Middle School Open House Pilot

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING BETWEEN THE

RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

CJMS One-Year Open House Pilot Proposal

Pre–School Year Evening Open House

Purpose of the Proposal

CJMS proposes a one-year pilot to shift Open House to an evening during the week before the start of the school year, replacing the traditional September Open House. The purpose of this pilot is to enhance family engagement while ensuring compliance with the Collective Bargaining Agreement (CBA) through a mutually agreed-upon proposal.

Rationale

The current September Open House model occurs after the school year has begun, when families and staff are managing established routines, extracurricular commitments, and instructional responsibilities. Feedback and attendance patterns suggest that earlier engagement may increase family participation and support a smoother start to the school year.

Holding Open House prior to the first day of school is intended to:

- Introduce staff, classrooms, and the building to families and students
- Provide families with essential information before instruction begins
- Establish early communication between families and staff

Pilot Scope and Duration

- Duration: One academic year
- Pilot Nature: Temporary and subject to yearly evaluation of effectiveness using a jointly agreed upon assessment mechanism
- Replacement Model: The pre–school year evening Open House would replace the traditional September Open House for the duration of the pilot
- Continuation beyond the pilot year would require review, discussion, and mutual agreement, as evidenced by a staff vote scheduled for Spring 2027.

Open House Structure (Proposed)

One evening event on Thursday, August 27, 2026, the week before school begins.
Proposed time frame: 5:00–6:30 p.m.
Format and expectations: We will invite our families to come to school between 5:00 and 6:30 pm Families can come whenever works for them (drop-in, no set schedule, no bells):

- Teachers are expected to be present in their classrooms and ready to greet parents and students.
- Building days will include time to get rooms ready, and will try to recruit Leadership students to help teachers arrange furniture. Teachers are asked to have a stack of syllabi and/or other information printed and copied for parents to grab and go. Perhaps a sign-up sheet or comment cards for parents who have more to say or need more time.
- Only Q1: Schedules will be printed to help eliminate confusion.
- Teachers who wish to share more information are encouraged to send the slideshow, video, flyer, etc via ParentSquare after the Open House.
- Forms for Free and Reduced Lunch, Consent-To-Share Form, Back-to-School supplies, Sports/Clubs available, and a Parent How-To for PS and Canvas will be available for parents to take.
- Parents will be able to stop in designated areas to get assistance with becoming an observer on Canvas or connecting to Parent Square.
- Community resources will be available for parents to talk with for a variety of things, including insurance, sports physicals, food/housing insecurities, educational assistance, etc.
- Parents will also be able to make ASB payments

Dates and methods of communication:

- Administration will ensure the building is ready by scheduling it as "reserved" so custodial staff can be sure the air conditioning is left on, and the tables are available.
- Hand out "save the date" cards at our Spring Family Night in April
- Mail out "save the date" cards in August
- Post Messages on ParentSquare in June, July, and August. Also, the office will post a message on the Reader Board in August.

Collective Bargaining Agreement Considerations

SECTION 9A. Length of Contract: The length of the basic contract for full-time equivalent (FTE) employees shall be as follows, with partial FTE scheduled pro rata as assigned:

A. 180 Days

The Base Contract: Activities such as classroom preparation, self-reflection, goal setting, grading student work, preparing grades and progress reports, participation in a reasonable and equitable number of IEPs and 504 meetings, and attending Open House are considered base contract activities.

Evaluation and Review

At the conclusion of the pilot year, the District and the Association will:

- Review attendance data and feedback
- Evaluate staff workload, impact, and feasibility
- Determine whether the pilot should be discontinued, modified, or considered for future implementation
- Staff will re-vote in the Spring of 2027 on whether to continue to hold Open House in August.

Any continuation or expansion would require further bargaining and mutual agreement.

This Memorandum of Understanding shall be in effect upon the signature of the parties and expires June 15, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING BETWEEN THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

Special Education Paraprofessional Time 2026-2027

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

The District and the employee may mutually agree not to staff a paraeducator that would otherwise be required by this Agreement. Upon consent of the employee, the District will provide the staff member with a responsibility stipend of up to $3,000 per year in recognition of additional work.
The following is in place:

1. The District will notify REA of which employees utilize this language for the school year. REA will be given the opportunity to talk with the employee prior to consent for removal of the paraprofessional.
    a. This option will be available to itinerants and classrooms with current vacant positions. All other requests will be evaluated on a case-by-case basis.
    b. Employees impacted by difficult-to-fill paraeducator vacancies may request to opt in temporarily to the stipend program in lieu of a day-to-day substitute paraeducator if:
        i. The paraeducator position remains unfilled for twenty (20) contract days
        ii. Upon administrative approval:
            1. The employee shall receive a stipend for the duration that the position remains vacant or unfilled by a long-term substitute paraeducator.
        iii. Additional terms:
            1. Eligibility and continuation of the stipend are subject to administrative review.
            2. The vacancy status must be verified and confirmed on an ongoing basis.
            3. The District may review and adjust program participation at any time to provide paraeducator support.
2. At no time will the district pressure employees to consent to the removal of a paraprofessional.
3. Employees who consent to the removal of a paraprofessional will have a responsibility stipend of $750 paid at the end of each affected quarter.
    a. An employee who opts in after two (2) weeks of the term shall have a prorated stipend.
4. Should the employee determine their needs have changed during the course of the quarter a paraprofessional will be returned upon request.
    a. At no time will the employee be required to return funds should the paraprofessional be returned to the position.
        i. This includes but is not limited to:
            1. Change in need of one or more students.
            2. Placement of students after the term begins that requires additional support.

6. Employees who consent to the removal of a paraprofessional and require a paraprofessional be returned, will not be eligible to remove a paraprofessional a second time during the school year.
7. There will be a standing line item in labor management and the following will be discussed monthly:
    1. How many employees are involved?
    2. How many requests for the return of paraprofessionals have occurred and when and where were those requests made?
8. By April 1st, 2027, REA or RSD will notify the other of future interest in renegotiating the terms and merits of the program for the upcoming school year.

This Memorandum of Understanding is non-precedent setting. In the Spring of 2027, the parties will come together to review the outcomes and viability of this agreement. This agreement shall be in effect upon the signature of the parties and expires August 31, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

LETTER OF AGREEMENT BETWEEN

THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

Preschool Special Education Case Manager/Teacher at Early Learning Center (ELC) for the 2026-2027 School Year

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

1. The District shall outline the duties of the Preschool Special Education Case Manager/Teacher at the ELC in a job description and submit the job description to the Association as outlined in ARTICLE I, Section 1B.C of the REA Certificated Contract.
2. Each employee assigned as a Preschool Special Education Case Manager/Teacher at the ELC shall be placed on the certificated salary schedule commensurate with their experience.
3. All provisions of ARTICLE VIII, titled Special Education and Special Programs, of the REA Certificated Contract shall apply to each employee who holds the position of Preschool Special Education Case Manager/Teacher at the Early Learning Center, including, but not limited to the provisions outlined below.
    a. IEP Caseload shall be the same as Developmentally Delayed (DD) Preschool, which is 22.
    b. Class Size shall be the same as DD Preschool, which is 10.
    c. DD Preschool overload shall be paid at the rate of seven dollars and fifty cents ($7.50) per session for service delivery and case management. The preschool day shall be divided into two (2) sessions. Overload pay shall apply for each session in which the number of students served exceeds ten (10). In addition, case management will be calculated at $3 per student, per day, over a caseload of twenty-two (22).
    d. In addition to "a-c" above, each employee shall maintain and submit a monthly tally, in a format approved by the Special Education Director, documenting students served outside of the employee's regularly scheduled caseload for the purpose of behavior support, intervention, or other unscheduled services. REA and RSD acknowledge that the Preschool Special Education Case Manager/Teacher at the ELC is frequently required to provide-behavior support and intervention outside of the regular schedule. Each student served outside of the regular schedule shall count as one (1) additional student toward overload calculations for the applicable session and shall be compensated as outlined in "c" above.
        i. For example, if an employee is regularly scheduled to serve nine (9) students during a session and provides behavior support to two (2) additional students outside of the regular schedule, the total number of students served for that session shall be eleven (11) and the employee shall receive overload compensation for one (1) student.

e. In addition to "a-d" above, employees shall also document teacher consultation provided outside of their regularly scheduled duties as part of the monthly tally system described in, "d" above. REA and RSD acknowledge that the Preschool Special Education Case Manager/Teacher at the ELC provides consultation and inclusion support to ECEAP teachers outside of the regular schedule as needed. Each teacher consultation shall count as one (1) additional student toward overload calculations and shall be compensated accordingly as under "c" above.
    i. For example, if an employee has a caseload of twenty-two (22) students and provides two (2) teacher consultations outside of the regular schedule in a given day, the total shall count as twenty-four (24) students, and the employee shall receive overload compensation for two (2) students.

4. Each employee assigned as a Preschool Special Education Teacher/Case Manager for the ELC shall be assigned two (2) six (6) hour paraeducators. All provisions for employees working with paraeducators as outlined in the REA-RSD Certificated Contract shall apply
5. The Incentive Pay as outlined in ARTICLE VIII, Section 8F.B of the REA Certificated Contract shall be at Level 1.

This Letter of Agreement is non-precedent setting. In the Spring of 2027, the parties will come together to negotiate a new agreement. This agreement shall be in effect upon the signature of the parties and expires August 31, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

MEMORANDUM OF UNDERSTANDING BETWEEN

THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

MLL/Dual Language Staffing at Tapteal Elementary School

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING BETWEEN THE

RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

The intent of this Letter Of Agreement (LOA) between REA and RSD is to resolve current issues regarding staffing and planning needs at Tapteal Elementary School as they expand current MLL supports to fifth grade with the goal of creating a K-5 Dual Language Program at Tapteal Elementary.

REA and RSD agree to the following to take place during the spring of 2026.

- A fifth-grade teacher, Kari-Lynn Snider, will be displaced because of the District needing to hire a bilingual/biliteral fifth-grade teacher with the qualifications to teach the MLL/Dual Language fifth-grade class. Ms. Snider will have her choice of current open positions at Tapteal, which include first-grade and second-grade, as her administrative reassignment. Should a fifth-grade position become available within the next three (3) school years (2026-2027, 2027-2028, 2028-2029), Ms. Snider shall have the first right of refusal to return to her fifth-grade position at Tapteal Elementary.

This Letter of Agreement is non-precedent setting. This agreement shall be in effect upon the signature of the parties and expires August 31, 2029.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

Final REA Salary Schedule 2026-27

6	$64,137							
		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
						MA + 0	MA + 45	MA + 90/PhD
Year 0	Mix Factor	1.0000	1.0270	1.0550	1.0830	1.1989	1.2889	1.3469
	Base 0	$64,137	$65,869	$67,665	$69,460	$76,894	$82,666	$86,386
	Time 6D	$2,138	$2,196	$2,255	$2,315	$2,563	$2,756	$2,880
	*Time 2D	$713	$732	$752	$772	$854	$919	$960
	Total	**$66,988**	**$68,796**	**$70,672**	**$72,547**	**$80,311**	**$86,340**	**$90,226**
Year 1	Mix Factor	1.0135	1.0409	1.0692	1.0985	1.2122	1.3032	1.3608
	Base 1	$65,003	$66,760	$68,575	$70,454	$77,747	$83,583	$87,278
	Time 6D	$2,167	$2,225	$2,286	$2,348	$2,592	$2,786	$2,909
	*Time 2D	$722	$742	$762	$783	$864	$929	$970
	Total	**$67,892**	**$69,727**	**$71,623**	**$73,586**	**$81,202**	**$87,298**	**$91,157**
Year 2	Mix Factor	1.0263	1.0539	1.0826	1.1141	1.2257	1.3163	1.3746
	Base 2	$65,823	$67,597	$69,434	$71,455	$78,610	$84,424	$88,161
	Time 6D	$2,194	$2,253	$2,314	$2,382	$2,620	$2,814	$2,939
	*Time 2D	$731	$751	$771	$794	$873	$938	$980
	Total	**$68,748**	**$70,601**	**$72,520**	**$74,631**	**$82,103**	**$88,176**	**$92,080**
Year 3	Mix Factor	1.0395	1.0674	1.0964	1.1289	1.2384	1.3288	1.3885
	Base 3	$66,671	$68,461	$70,317	$72,405	$79,426	$85,225	$89,054
	Time 6D	$2,222	$2,282	$2,344	$2,414	$2,648	$2,841	$2,968
	*Time 2D	$741	$761	$781	$805	$883	$947	$989
	Total	**$69,634**	**$71,503**	**$73,442**	**$75,623**	**$82,956**	**$89,013**	**$93,011**
Year 4	Mix Factor	1.0525	1.0816	1.1107	1.1444	1.2517	1.3427	1.4029
	Base 4	$67,502	$69,370	$71,239	$73,397	$80,281	$86,119	$89,975
	Time 6D	$2,250	$2,312	$2,375	$2,447	$2,676	$2,871	$2,999
	*Time 2D	$750	$771	$792	$816	$892	$957	$1,000
	Total	**$70,502**	**$72,454**	**$74,405**	**$76,659**	**$83,850**	**$89,946**	**$93,974**
Year 5	Mix Factor	1.0659	1.0951	1.1245	1.1601	1.2653	1.3560	1.4173
	Base 5	$68,361	$70,238	$72,124	$74,404	$81,151	$86,969	$90,899
	Time 6D	$2,279	$2,341	$2,404	$2,480	$2,705	$2,899	$3,030
	*Time 2D	$760	$780	$801	$827	$902	$966	$1,010
	Total	**$71,399**	**$73,360**	**$75,330**	**$77,710**	**$84,757**	**$90,834**	**$94,939**
Year 6	Mix Factor	1.0796	1.1082	1.1387	1.1760	1.2792	1.3694	1.4310
	Base 6	$69,242	$71,079	$73,030	$75,424	$82,041	$87,831	$91,781
	Time 6D	$2,308	$2,369	$2,434	$2,514	$2,735	$2,928	$3,059
	*Time 2D	$769	$790	$811	$838	$912	$976	$1,020
	Total	**$72,320**	**$74,238**	**$76,276**	**$78,776**	**$85,687**	**$91,735**	**$95,860**

Final REA Salary Schedule 2026-27

6	$64,137							
		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
						MA + 0	MA + 45	MA + 90/PhD
Year 7	Mix Factor	1.1038	1.1329	1.1637	1.2030	1.3052	1.3967	1.4601
	Base 7	$70,795	$72,658	$74,634	$77,157	$83,709	$89,582	$93,646
	Time 6D	$2,360	$2,422	$2,488	$2,572	$2,790	$2,986	$3,122
	*Time 2D	$787	$807	$829	$857	$930	$995	$1,041
	Total	**$73,941**	**$75,887**	**$77,951**	**$80,586**	**$87,430**	**$93,564**	**$97,808**
Year 8	Mix Factor	1.1392	1.1698	1.2014	1.2440	1.3461	1.4390	1.5049
	Base 8	$73,064	$75,031	$77,054	$79,784	$86,335	$92,290	$96,517
	Time 6D	$2,435	$2,501	$2,568	$2,659	$2,878	$3,076	$3,217
	*Time 2D	$812	$834	$856	$886	$959	$1,025	$1,072
	Total	**$76,311**	**$78,365**	**$80,478**	**$83,330**	**$90,172**	**$96,392**	**$100,807**
Year 9	Mix Factor	1.1746	1.2081	1.2413	1.2854	1.3875	1.4825	1.5504
	Base 9	$75,335	$77,486	$79,611	$82,440	$88,989	$95,084	$99,439
	Time 6D	$2,511	$2,583	$2,654	$2,748	$2,966	$3,169	$3,315
	*Time 2D	$837	$861	$885	$916	$989	$1,056	$1,105
	Total	**$78,684**	**$80,929**	**$83,149**	**$86,104**	**$92,944**	**$99,310**	**$103,859**
Year 10	Mix Factor	1.2099	1.2464	1.2816	1.3289	1.4310	1.5273	1.5974
	Base 10	$77,599	$79,940	$82,197	$85,232	$91,783	$97,959	$102,455
	Time 6D	$2,587	$2,665	$2,740	$2,841	$3,059	$3,265	$3,415
	*Time 2D	$862	$888	$913	$947	$1,020	$1,088	$1,138
	Total	**$81,048**	**$83,493**	**$85,851**	**$89,020**	**$95,862**	**$102,313**	**$107,008**
Year 11	Mix Factor	1.2453	1.2847	1.3219	1.3737	1.4758	1.5742	1.6457
	Base 11	$79,870	$82,397	$84,783	$88,105	$94,656	$100,966	$105,553
	Time 6D	$2,662	$2,747	$2,826	$2,937	$3,155	$3,366	$3,518
	*Time 2D	$887	$916	$942	$979	$1,052	$1,122	$1,173
	Total	**$83,420**	**$86,059**	**$88,551**	**$92,021**	**$98,863**	**$105,453**	**$110,244**
Year 12	Mix Factor	1.2807	1.3230	1.3623	1.4171	1.5224	1.6224	1.6961
	Base 12	$82,140	$84,853	$87,374	$90,887	$97,643	$104,053	$108,781
	Time 6D	$2,738	$2,828	$2,912	$3,030	$3,255	$3,468	$3,626
	*Time 2D	$913	$943	$971	$1,010	$1,085	$1,156	$1,209
	Total	**$85,791**	**$88,625**	**$91,257**	**$94,926**	**$101,983**	**$108,678**	**$113,615**
Year 13	Mix Factor	1.3161	1.3612	1.4026	1.4604	1.5706	1.6717	1.7476
	Base 13	$84,411	$87,303	$89,959	$93,666	$100,734	$107,218	$112,084
	Time 6D	$2,814	$2,910	$2,999	$3,122	$3,358	$3,574	$3,736
	*Time 2D	$938	$970	$1,000	$1,041	$1,119	$1,191	$1,245
	Total	**$88,162**	**$91,183**	**$93,957**	**$97,829**	**$105,211**	**$111,983**	**$117,065**

Final REA Salary Schedule 2026-27

6	$64,137							
		BA + 0	BA + 10	BA + 30	BA + 45	BA + 90	BA + 135	BA + 180
						MA + 0	MA + 45	MA + 90/PhD
Year 14	Mix Factor	1.3514	1.3995	1.4429	1.5038	1.6202	1.7245	1.8010
	Base 14	$86,675	$89,760	$92,543	$96,449	$103,916	$110,605	$115,514
	Time 6D	$2,889	$2,992	$3,085	$3,215	$3,464	$3,687	$3,850
	*Time 2D	$963	$997	$1,028	$1,072	$1,155	$1,229	$1,283
	Total	**$90,527**	**$93,749**	**$96,656**	**$100,736**	**$108,534**	**$115,521**	**$120,648**
Year 15	Mix Factor	1.3868	1.4378	1.4833	1.5472	1.6623	1.7693	1.8479
	Base 15	$88,945	$92,216	$95,134	$99,233	$106,617	$113,480	$118,517
	Time 6D	$2,965	$3,074	$3,171	$3,308	$3,554	$3,783	$3,951
	*Time 2D	$988	$1,025	$1,057	$1,103	$1,185	$1,261	$1,317
	Total	**$92,898**	**$96,315**	**$99,363**	**$103,643**	**$111,355**	**$118,524**	**$123,784**
Year 16-17	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 16-17	$91,216	$94,673	$97,719	$102,016	$108,749	$115,749	$120,888
	Time 6D	$3,041	$3,156	$3,257	$3,401	$3,625	$3,858	$4,030
	*Time 2D	$1,014	$1,052	$1,086	$1,134	$1,208	$1,286	$1,343
	Total	**$95,270**	**$98,880**	**$102,062**	**$106,550**	**$113,582**	**$120,893**	**$126,260**
w/Longevity Stipend	Mix Factor	1.4222	1.4761	1.5236	1.5906	1.6956	1.8047	1.8848
	Base 18+	$91,216	$94,673	$97,719	$102,016	$108,749	$115,749	$120,888
	Time 6D	$3,041	$3,156	$3,257	$3,401	$3,625	$3,858	$4,030
	*Time 2D	$1,014	$1,052	$1,086	$1,134	$1,208	$1,286	$1,343
	Longevity	$1,368	$1,420	$1,466	$1,530	$1,631	$1,736	$1,813
	Total	**$96,638**	**$100,300**	**$103,528**	**$108,081**	**$115,213**	**$122,630**	**$128,074**

Note: Only Nurses are eligible to move into yellow cells

***Time 2D:** These are optional days; attendance is not mandatory. Compensation will be paid at the per diem rate on the next pay warrant following attendance.

MEMORANDUM OF UNDERSTANDING BETWEEN

THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

Extra Workload placed on Raegan Rhode at Sacajawea Elementary School

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING BETWEEN THE

RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

The intent of this Letter of Agreement (LOA) between REA and RSD is to resolve current issues regarding staffing and workload at Sacajawea Elementary School as they navigate the current lack of coverage in the Special Education Department at Sacajawea Elementary School.

REA and RSD agree to the following to take place during the 2026-2027 school year.

A Special Education teacher, Raegan Rhode, shall receive both the Level 1 (Resource Room) and the Level 3 (BESST) stipends as outlined in Section 8F. Incentive Pay of the REA/RSD CBA for the 2026-2027 school year. This agreement is to compensate Raegan Rhode for the extra workload placed upon her taking on the additional case management and program planning for the BESST classroom due to the current BESST substitute teacher not holding a special education endorsement.

This Letter of Agreement is non-precedent setting. This agreement shall be in effect upon the signature of the parties and expires June 15, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative

LETTER OF AGREEMENT BETWEEN

THE RICHLAND EDUCATION ASSOCIATION

AND RICHLAND SCHOOL DISTRICT

MLL/Dual Language Expansion at Tapteal Elementary School for the 2025-2026 and 2026-2027 School Years

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING BETWEEN THE RICHLAND EDUCATION ASSOCIATION AND THE RICHLAND SCHOOL DISTRICT PURSUANT TO THE 2025-2028 COLLECTIVE BARGAINING AGREEMENT.

The intent of this Letter Of Agreement (LOA) between REA and RSD is to support the MLL/Dual Language program development and expansion at Tapteal Elementary School into the 2025-2026 and 2026-2027 school years.

A. In a 50/50 Dual Language model, all students are the responsibility of one bilingual general education teacher. The instructional responsibilities include, but are not limited to: teaching, planning for instruction, grading, and parent communication.

B. Employees must have appropriate certification and meet requirements posted in the job description for Dual Language teachers.

C. Ongoing professional development and/or additional paraprofessional support for the Dual Language program to be decided through site-based decision making, and input from the Dual Language Task Force in consultation with the Dual Language teachers contingent upon dedicated grant funding availability.

D. There will be on-going REA representatives on the Dual Language Task Force.

E. Dual-Language is a standing line item discussion point at Labor Management meetings.

F. Dual Language class size shall follow work load and class size language for each grade level and/or subject area found in ARTICLE VII, Section 7D.A of the REA-RSD Certificated Contract with priority given to Tapteal elementary students.

    a. The District shall make every effort to keep Dual Language classes at or below the class size limit for each grade level and/or subject area.

    b. The District shall notify the REA President before a student or students are added to a Dual Language teacher's roster that would put that teacher into overload and the following shall occur:

        i. A meeting shall occur with the principal, and the Dual Language teacher to determine on a case-by-case basis if the student is to be added to the Dual

Language class. An REA representative shall attend this meeting if requested by the Dual Language teacher.

ii. During this meeting, the principal and Dual Language teacher shall discuss how best to make the Dual Language class successful in an overload situation, as well as the need for any added classroom supports. Added classroom supports may include, additional para time, release time for planning and grading, and or any other support that the teacher, and principal agree to.

iii. Dual Language teachers shall receive overload compensation as outlined in ARTICLE VII, Section 7D.E of the REA-RSD Certificated Contract. This is in addition to any supports that are added—see ii. above. This MOU shall remain in full force upon the date of signatures but may be reopened for renegotiation on mutually agreed upon topics during the school years of 2025-2026. and 2026-2027.

G. Dual language teachers shall meet with their general education grade level or department teams weekly for Professional Learning Communities as outlined in ARTICLE VII, Section 7T of the REA-RSD Certificated Contract.

   a. Any additional meetings scheduled by administration for the dual language teachers' team, which is defined as dual language teachers within a school or the District, outside of the student day, shall be voluntary and each teacher shall be compensated at their hourly per diem.

   b. Any additional meetings scheduled by administration for the dual language teachers' team, which is defined as dual language teachers within a school or the District, during the student day, shall be scheduled in a way that minimizes the need for teachers to create sub plans.

H. In recognition of the extra planning outside of the contracted day to prepare a dual language classroom, dual language teachers in year one (1) shall be compensated one (1) hour of per diem per week. For the 2026-2027 school year, all dual language teachers currently teaching a dual language class, regardless of the number of years teaching it, shall receive the additional compensation outlined in this provision.

I. Dual language teachers shall have access to the same professional development opportunities as their general education colleagues.

   a. Any additional professional development specific to dual language that takes place outside of the contracted day or year, shall be voluntary and each teacher shall be compensated at their hourly per diem.

   b. Any additional professional development scheduled by administration specific to dual language during the student day, shall be scheduled in way that minimizes the need for teachers to create sub plans.

J. Dual language teachers shall be evaluated through TPEP as outlined in ARTICLE VI of the REA-RSD Certificated Contract. Any additional observations, such as but not limited to the C6 Biliteracy Framework, shall be conducted in a way to minimize classroom disruptions. Data gathered through these observations shall be used to inform the dual language program as a whole and not as a way to target any teacher's individual performance and not used as part of a teacher's TPEP evaluation unless the teacher requests that it be used.

K. This MOU shall remain in full force upon the date of signatures but may be reopened for renegotiation on mutually agreed upon topics during the school years of 2025-2026 and 2026-2027.

This Letter of Agreement is non-precedent setting. In the Spring of 2027, the parties will come together to negotiate a new agreement. This agreement shall be in effect upon the signature of the parties and expires August 31, 2027.

RICHLAND EDUCATION ASSOCIATION

REA Representative

RICHLAND SCHOOL DISTRICT

RSD Representative