

1 ARTICLE 1.0 - RECOGNITION AND DEFINITIONS

2
3 Section 1.1 - Recognition

4
5 The Board of Directors of the Riverview School District No. 407 hereby recognizes
6 the Riverview Education Association as the employee organization and exclusive
7 bargaining representative for all full-time and regular part-time certificated non-
8 supervisory educational employees (hereinafter called employees), EXCEPT AS
9 FOLLOWS:

- 10
11 A. The chief executive officer.
12
13 B. The chief administrative officers, including the superintendent, deputy
14 superintendent, administrative assistants, assistant superintendents and
15 business manager.
16
17 C. All principals and assistant principals.
18
19 D. All directors, supervisors, and any other personnel possessing a teaching
20 certificate who spend 50 percent or more of their time in administrative or
21 supervisory assignments.
22
23 E. All casual substitute employees working less than thirty (30) random days or
24 fewer than twenty (20) consecutive days in the same assignment.
25
26 F. All employees not possessing a teaching or ESA certificate.
27
28 G. All confidential employees such as Board negotiator.
29
30 H. All teachers' aides, or other personnel not employed as certificated
31 employees, but who may possess a certificate.
32

33 Section 1.2 - Definitions

34
35 Unless the context in which they are used clearly requires otherwise, when used in
36 this Agreement, the term "Agreement" shall mean this entire contract. The term
37 "days" shall mean contracted days unless otherwise specifically defined in this
38 Agreement.
39

40 The term "teacher," "employee," "elementary employee," "secondary staff,"
41 "certificated staff members," "elementary teacher," and "special education
42 employee" shall refer to employees represented by the Association in the bargaining
43 unit as defined in Article 1.0, Section 1.1. Unless the context in which a term clearly
44 requires otherwise, these terms are synonymous.
45

46 The term "special education employee" shall refer to employees filling the positions
47 of "Special Education Classroom Teacher," "Speech and Language Pathologist,"

1 "Physical Therapist," and "Occupational Therapist." The term "elementary teachers"
2 shall include special education teachers.

3
4 Unless the context in which they are used clearly requires otherwise, words used in
5 this Agreement denoting gender shall include both the masculine and the feminine.
6

7
8 ARTICLE 2.0 - STATUS AND ADMINISTRATION OF AGREEMENT
9

10 Section 2.1 - Status
11

12 This Agreement shall become effective when ratified by the Association and the
13 Board.

14
15 Individual contracts between the District and an individual employee shall be subject
16 to and consistent with the terms of this Agreement. If an individual contract contains
17 any language inconsistent with this Agreement, this Agreement, during its duration,
18 shall be controlling.
19

20 This Agreement shall supersede language in rules, regulations or policies which is
21 inconsistent with its terms.
22

23 Section 2.2 - Conformity to Law
24

25 If any provision of this Agreement is held to be invalid by operation of law, the
26 remainder of the Agreement shall not be affected thereby, and upon the request of
27 either the Board or the Riverview Education Association the parties shall enter into
28 negotiations for the purpose of attempting to arrive at a satisfactory replacement for
29 such provision.
30

31 Section 2.3 - Printing/Distribution
32

33 Following the ratification and signing of this Agreement by the parties, the District
34 shall print copies of this Agreement for each certificated employee and the
35 Association will accept the Agreement on behalf of the employees and will be
36 responsible for distribution of a copy to each certificated employee. Twenty-five
37 additional copies shall be provided to the Association.
38

39 The cost of printing shall be shared equally between the District and the Association.
40

41 The District will make copies of the current agreement available for perusal to all
42 applicants for teaching positions covered by this Agreement.
43
44
45
46
47
48

1 Section 2.4 - Mutual Consent

2
3 The Agreement expressed herein in writing constitutes the entire Agreement
4 between the parties and no oral statement shall add to or supersede any of its
5 provisions.

6
7 The parties acknowledge that each has had the unlimited right and opportunity to
8 make proposals with respect to any matter deemed a proper subject for collective
9 bargaining. The results of the exercise of that right are set forth in this Agreement.
10 Therefore, except as otherwise provided in this Agreement, each party voluntarily
11 and unqualifiedly agrees to waive the right to oblige the other party to bargain with
12 respect to any subject or matter not specifically referred to or covered by this
13 Agreement.

14
15 This Agreement may be amended or modified during its term only with mutual
16 consent of the parties. Request for such amendment(s) by either party must be in
17 writing and must include a summary of the proposed amendment(s). As soon as
18 possible, the party receiving such notice shall respond to such proposed
19 amendment(s) in writing.

20
21 Section 2.5 - Agreement for Variances

22
23 A variance must be obtained if a site proposal conflicts with the Agreement. Ninety
24 percent (90%) of the affected bargaining unit employees at the site must agree to
25 seek the variance. Approval votes will be conducted in meetings with only
26 bargaining unit members present. An REA representative designated by the REA
27 President will conduct the vote at said meeting and verify the results.

28
29 Request for collective bargaining agreement variances shall be directed to the
30 Association president. The requests must meet the following conditions:

- 31
32 A. Variance requests must be approved in accordance with the site's agreed-
33 upon decision-making process. (Exhibit III, Shared Decision Making Guide)
34
35 B. Variances shall not be binding on any other site, nor are they precedent
36 setting.
37
38 C. Variance proposals may be submitted at any time during the school year to a
39 joint Association/District Variance Committee for discussion, clarification, and
40 problem solving. The Association president and the District superintendent
41 will appoint members of the ad hoc Joint Variance Committee.
42
43 D. The REA executive board and the RSD superintendent will approve or
44 disapprove any proposals submitted to them by the Joint Variance
45 Committee.
46

47 The form to process a variance will be available from the REA President or the
48 District Human Resources office.

1 ARTICLE 3.0 - RIGHTS AND PRIVILEGES OF THE TEACHER, THE
2 ASSOCIATION AND THE SCHOOL BOARD

3
4 Section 3.1 - The Teacher
5

6 A. The Board of Directors believes that controversial issues are a part of the
7 District's instructional program when related to subject matter in a given
8 grade level or specific curricular field. Teachers will use professional
9 judgment in determining the appropriateness of the issue to the curriculum
10 and the maturity of the students. If, in the judgment of the teacher, there is a
11 questionable matter of a controversial nature then it shall be reviewed by the
12 appropriate administrator. In the presentation of all controversial issues,
13 every effort will be made by the teachers to affect a balance of biases,
14 divergent points of view, and opportunity for exploration by the students into
15 all sides of the issues. In discussing controversial issues the teacher will
16 encourage students to express their own views, assuring that it be done in a
17 manner that gives due respect to one another's rights and opinions. When
18 discussing controversial issues, the teacher will respect positions other than
19 his own. Students will be encouraged, after class discussions and
20 independent inquiry, to reach their own conclusions regarding controversial
21 issues.

22
23 B. Teacher Protection: Any written complaint made against a teacher by any
24 parent, student or other person, will within ten (10) working days be called, in
25 writing, to the attention of the teacher. Any complaint not called to the
26 attention of the teacher may not be included in a teacher's personnel file, or
27 be used as a basis for any disciplinary action against the teacher.

28
29 C. Teacher Discipline:

30
31 1. An employee will not be disciplined except for just cause. Discipline
32 will be progressive and will normally include the following steps:

- 33
34 verbal warning
35 written reprimand
36 suspension with pay
37 suspension without pay
38 discharge

39
40 However, the extent of any disciplinary action will be in keeping with
41 the seriousness of the infraction and the District may bypass any
42 step(s) to administer appropriate discipline.

43
44 2. Employees that are a party to any disciplinary action scheduled by the
45 District shall have the right to representation by the Association.

46
47 D. Personnel Files: Teachers shall, upon written request, have the right to
48 inspect all contents of their personnel file kept within the District. Upon

1 request, a copy of any documents contained therein shall be afforded the
2 employee at his expense. No secret, duplicate, alternate or other personnel
3 file shall be kept anywhere in the District. No material shall be placed in the
4 personnel file without the employee having a right to attach his own written
5 comments. The employee shall sign any such written attachment.
6

7 Anyone, at the employee's request, may be present in the review. Each
8 employee's personnel file shall contain the minimal items of information: TB
9 Report, all employees' evaluation reports, copies of annual contracts,
10 teaching certificates, a transcript of academic records. Except for the above
11 items, documents may be removed from the employee's personnel file by
12 mutual agreement between the employee and the District, provided that such
13 documents are not in any way related to matters of child abuse, sexual
14 harassment, unlawful discrimination, or Acts of Unprofessional Conduct as
15 outlined in the WAC's.
16

- 17 E. Individual Teacher Contract: The District shall provide each teacher a
18 contract which is in conformity with Washington State Law and State Board of
19 Education Regulations.
20

21 Two (2) copies of a contract shall be given to the teacher each year for his
22 signature. Two (2) copies are to be returned to the district office to be
23 approved and signed by the chairperson of the school board. One (1) of
24 these copies is then retained in the district office, and one (1) copy returned
25 to the teacher.
26

- 27 F. Length of Contract: Except as amended in accordance with Article 8.0,
28 Section 8.1, F, the length of the regular teacher contract shall be one
29 hundred and eighty-two (182) days including two (2) Learning Improvement
30 Days in total expect for the following extended day contracts:

31 Librarian	+10 days
32 Counselor	+10 days
33 Vocational Ag. Teacher	+40 days
34 Psychologist	+10 days
35 All other Voc. Teachers	+10 days

36

37 All positions listed above are based on a full-time equivalent assignment (less
38 than a full-time assignment shall be prorated except for vocationally funded
39 positions as long as 100% of the costs can come from vocational funds) and
40 shall have Supplemental Contracts beyond a base contract for extra
41 responsibilities, extended time, etc. The extended contract for the position of
42 Vocational Agricultural Teacher(s) will become ten (10) days when the
43 incumbent Vocational Agricultural Teacher(s) vacate(s) the position.
44

- 45 G. Per Diem Pay: Any extension of contracted days by the District shall be
46 computed on 1/182 full per diem of the teacher's contracted rate of pay.
47

1 H. Teacher Responsibilities and Duties: Each teacher is responsible to his/her
2 supervisor and to the superintendent and shall carry out his/her
3 responsibilities and duties in accordance with rules and regulations adopted
4 by the State Department of Education, local Board, and administrative policy.
5

6 Each teacher is responsible for his/her fair assigned share of school
7 activities, school supervision, and control beyond the regular workday. Each
8 building staff and administration shall establish a procedure to determine
9 equitable assignments. Volunteers shall first be sought among the staff for
10 school activities, school supervision, and control prior to making involuntary
11 assignments, provided that the District shall limit involuntary assignments for
12 secondary teachers to an average of four (4) assignments, in addition to open
13 house and graduation ceremonies, each school year. An employee may
14 exchange the additional day of work scheduled at the close of the
15 instructional school year for twelve (12) hours of extra duty during the school
16 year.
17

18 I. Less Than Full Time Employees
19

- 20 1. Employees contracted to work a full work year (182 days) under a less
21 than 1.0 FTE continuing, provisional, or replacement contract are
22 responsible for all duties and responsibilities (e.g., secondary plan time
23 and work day) set forth in this Agreement based on a pro ratio of the
24 employee's contract to 1.0 FTE.
25
- 26 2. Employees contracted to work less than a full work year but contracted
27 to work full days under a less than 1.0 FTE continuing, provisional, or
28 replacement contract are responsible for all full-time duties and
29 responsibilities set forth in this Agreement during such employee's
30 term of employment as a less than full-time employee.
31

32 Section 3.2 - Association Privileges
33

34 A. Inter-school mail facilities may be used for distribution of Association
35 communications so long as such communications are labeled as Association
36 materials and contain the name of the authorizing Association official and are
37 not detrimental to District/employee relations or defaming to any individual or
38 group.
39

40 B. School facilities may be used for Association meetings at reasonable times
41 during non-duty hours provided that such meetings shall not interfere with the
42 normal school operations. All such activities are subject to approval by the
43 building principal or his designee both for the activity and the use of school
44 property. The District may, at its option, require two weeks notice of any such
45 activity or property use. Pursuant to RCW 28A.320.510, the District has the
46 right to require a reasonable rental for the use of school district facilities.
47

1 The Association shall be responsible for claims arising from accidents, theft,
2 and loss, or damage resulting from the use of facilities by the Association.

3
4 After school hours, the Association may use school duplication equipment
5 normally available to teachers. If equipment is removed from school
6 property, it must be checked out and approved according to established
7 building procedures. Use of equipment shall be with the approval of the
8 building principal or his designee. The Association recognizes that all
9 equipment in a building is ultimately the responsibility of the school principal.
10 Association use of school equipment will be permitted provided that:

- 11
- 12 1. A request is made and use is arranged for in advance.
- 13
- 14 2. The use is strictly to service the legitimate business of the Association,
15 such as of records, notices, correspondence, etc.
- 16
- 17 3. The purpose is for internal business use of the Association and is not
18 for public distribution.
- 19
- 20 4. Supplies, in connection with such equipment use, will be furnished or
21 paid for by the Association.
- 22

23 All Association materials intended for distribution or display on any property
24 under the management of the Board must be approved and signed by an
25 appropriate Association official before display or distribution.

26
27 It is the responsibility of the Association, its representatives, and its members
28 to honor Board policies and Administrative regulations. Neither the
29 Association, its representatives, nor any member shall assume administrative
30 or supervisory authority or direct teachers to disregard the instruction of
31 administrators or supervisors.

32
33 The Association agrees to supply available information which may be
34 necessary for the Board to process any grievance or complaint.

35
36 The Board agrees to furnish, if possible, to the Association, in response to
37 reasonable written request from time to time, public information concerning
38 the financial resources of the District. The Board further agrees to supply
39 available information upon written request which may be necessary for the
40 Association to process any grievance or complaint, except in cases involving
41 confidential personnel records. However, the Board reserves the right to
42 determine what is germane to the matter so that irrelevant, confidential
43 information on personnel does not become public.

44
45 Duly authorized representatives of the Association shall be permitted to
46 transact official Association business on school property at all reasonable
47 times, provided that it does not interfere with or interrupt or affect normal
48 school operations or assigned duties. It is the responsibility of the above-

1 mentioned Association representative to report to the building principal or his
2 designee prior to contacting members in individual buildings.

3
4 On or before April 1, the Association shall submit to the District a list of
5 suggested in-service topics, speakers and schedule for the following school
6 year. By the end of September, the District shall announce tentative in-
7 service topics, speakers and schedule.

8 9 Section 3.3 - The School Board

10
11 The Board, acting in behalf of the electorate of the school district, retains and
12 reserves all powers, rights, authority, duties and responsibilities conferred upon and
13 vested in it by the regulations of the State Board of Education, the laws and the
14 Constitution of the State of Washington and/or the United States.

15
16 The Association recognizes that the Board is legally responsible for the operation of
17 the school district and that the Board has the necessary authority to discharge all of
18 its responsibilities subject to the laws mentioned above and to the provisions of this
19 Agreement.

20
21 It is expressly agreed that all rights except such as are clearly relinquished herein by
22 the District are reserved to and shall continue to vest in the District.

23 24 Section 3.4 – Community Relations

25
26 Each teacher will be provided a copy of the District Community Relations
27 Procedures (P4010-1). This copy shall be in the staff handbook and includes
28 District expectations. In general, these procedures say:

- 29
30 A. Visitors: All patrons visiting the school and/or the classroom shall obtain the
31 approval of the principal or designee and if the visit is to a classroom, the
32 teacher will be notified prior to the visitation. The teacher may be afforded
33 the opportunity to confer with the classroom visitor or patron before and/or
34 after the visitation.
35
36 B. Disruption of School Activities: If a visitor is under the influence of alcohol or
37 drugs or is committing a disruptive action, the staff member may ask the
38 visitor to leave the premises and/or contact the school office for assistance.
39
40 C. Recording Meetings: If parents request that a meeting be recorded, staff
41 members will be informed and given the choice to opt out and instead share
42 information in writing.
43

44 Section 3.5 - Building Representatives

45
46 The Association building representative is encouraged to meet with the individual
47 school principal monthly during the academic year. This meeting shall be held at a
48 mutually agreed upon time. The purpose of these meetings shall be to discuss the

1 administration of this Agreement as it relates to that particular school, provided that
2 neither the principal nor the Association building representatives have the authority
3 to reach any decision which changes this Agreement.

4
5 Section 3.6 - Employee Liability Protection and Indemnification

6
7 Employees, acting in the course and scope of their official duties and employment,
8 shall be indemnified and defended by the District for liability purposes to the extent
9 provided by the District's insurance coverage. Such indemnification must include as
10 a minimum, liability insurance covering injury to persons and property, and
11 insurance protecting those employees from loss or damage of their personal
12 property incurred while said employees are acting in the course and scope of their
13 official duties. Coverage for personal property is to be consistent with Board of
14 Directors' policy that requires prior written approval of the district before the use of
15 their personal property for school-related business.

16
17 Further, automobile insurance of the owner of the private vehicle is the prime
18 insurance, and coverage for excess liability will be provided by the District's
19 automobile insurance.

20
21 Section 3.7 - Non-discrimination

22
23 Neither the District nor the Association shall unlawfully discriminate against any
24 employee by reason of race, creed, age, color, marital or parental status, sexual
25 orientation, gender, religion, disability, national origin, or because of the exercise of
26 lawful rights of Association membership – or non-membership – pursuant to RCW
27 41.59.

28
29
30 ARTICLE 4.0 - PAYROLL DEDUCTIONS AND REPRESENTATION FEES

31
32 Section 4.1 - Payroll Deductions and Representation Fees

33
34 On or before August 25 of each school year, the Association shall give written notice
35 to the District of the dollar amount of dues of the Association including the National
36 Education Association and the Washington Education Association, which dues are
37 to be deducted in the coming school year under payroll deduction.

38
39 In case an employee claims a bona fide religious objection, the Association and the
40 employee shall mutually agree upon a recognized charitable organization which will
41 receive monthly those moneys which may be withheld from the employees' salaries
42 as hereinafter provided. If such a mutual agreement cannot be reached, the
43 Washington State Public Employment Relations Commission shall designate the
44 charitable organization.

45
46 The deductions authorized above shall be made in equal amounts from each
47 paycheck beginning the pay period in September and ending the pay period in

1 August for a total of twelve (12). Teachers who commence employment after
2 September or terminate employment before June shall have their deductions
3 prorated at one-tenth (1/10) of the total amount for each month the teacher is
4 employed. The District agrees to promptly remit directly to the Washington
5 Education Association all monies so deducted, accompanied by a list of teachers
6 from whom the deductions have been made. A duplicate list shall be promptly
7 provided to the Association as receipt for said transaction. On or before the monthly
8 pay period, the District shall notify the Association of any changes in said list due to
9 teachers entering or leaving the employ of the District.

10
11 A. Membership Deductions: Within ten (10) days of their commencement of
12 employment, teachers shall sign and deliver to the District an assignment of
13 wages form, which shall authorize deduction of membership dues of the
14 Association (including the National Education Association and the
15 Washington Education Association). Such authorization shall continue in
16 effect from year to year unless a request of revocation is submitted to the
17 District and the Association, signed by the teacher, and received between
18 August 15 - September 15, preceding the designated school year for which
19 revocation is to take effect. Each month during the school year the
20 Association agrees to provide the District with the names of those teachers
21 who have joined the Association and paid dues by means other than through
22 payroll deduction.

23
24 B. Representation Fee Deductions: In the event that any teacher fails to sign
25 and deliver an assignment of wages form as described herein or has not
26 revoked previous dues deductions, the District agrees to deduct from the
27 salary of such teacher a representation fee in an equal amount to
28 membership dues: provided, however, that teachers who have joined the
29 Association and paid by means other than payroll deduction, as verified by
30 the monthly Association list, shall not be subject to this deduction.
31 Representation fee deductions shall be handled and transmitted by the
32 District in the same fashion as membership deductions as provided for in this
33 Article. The District agrees to remit to the Association each month a list of
34 teachers on behalf of whom representation fee deductions have been made.

35
36 C. Charitable Organization Deductions: Any teacher claiming a bona fide
37 religious objection shall notify the Association and the District of such
38 objection in writing within ten (10) days of commencement of employment.

39
40 Pending determination of any bona fide religious objection, the District agrees
41 to deduct from the salary of the teacher claiming such objection an amount
42 equivalent to the Association dues: provided, however, that said monies shall
43 not be transmitted until such time as the District is notified that a final
44 determination pursuant to the Act has been made. In the event that it is
45 finally determined that the teacher does not have a bona fide religious
46 objection, the District agrees promptly to remit to the Association all monies
47 being held.

1 In the event a teacher has been determined to have a bona fide religious
2 objection to the payment of representation fee or agency shop fee, said
3 teacher shall pay an amount of money equivalent to regular dues to a
4 designated charitable organization as heretofore established by him and the
5 Association. Within ten (10) days of the commencement of employment or
6 determination of bona fide religious objection, whichever occurs later, said
7 teacher may sign and deliver to the District an assignment of wages form for
8 religious objection, which shall authorize the deduction of an amount equal to
9 the dues of the Association including the National Education Association and
10 the Washington Education Association and payment in installments as herein
11 provided, including any deductions made but not transmitted to said
12 designated charitable organization.

13
14 D. Association Indemnification: The Association will indemnify, defend and hold
15 the District harmless against any and all claims, suits, orders or judgments
16 brought or issued against the District as a result of any action taken or not
17 taken by the District pursuant to proper implementation of this Section or
18 Article 6.0 LEAVES, Section 6.3 B - Association Leave contingent upon:

- 19
20 1. The District agrees that the Association shall be authorized to defend
21 such suit through an attorney of the Association's own choosing.
- 22
23 2. The District agrees to provide full cooperation and information to the
24 Association in defending any suit which may be brought against it as
25 result of this Agreement.
- 26
27 3. The Association agrees to refund to the District any amount paid to it
28 in error.
- 29

30 31 ARTICLE 5.0 - GRIEVANCE PROCEDURE

32 33 Section 5.1 - Grievance Procedure

34
35 Definition: A "grievant" shall mean an employee, group of employees, or the
36 Association filing a grievance. Association grievances may be filed at Step 2.

37
38 A "grievance" is a disagreement regarding the interpretation or application of a
39 specific provision(s) of the Collective Bargaining Agreement.

40
41 Matters dealing with adverse effect, probation, discharge, and non-renewal are
42 expressly excluded from the grievance procedure.

43
44 Teacher Evaluation through the grievance procedure shall be limited to the
45 procedural application of Section 11.3 through Section 11.5 of the evaluation
46 procedure. The substance of evaluation is not subject to grievance.

1 Informal Step: Complaints

2
3 A grievant shall promptly attempt to resolve a complaint informally with the principal
4 or immediate supervisor.

5
6 Every reasonable effort, including a meeting between the grievant having a
7 complaint and the principal or immediate supervisor, shall be made to settle
8 complaints at the lowest possible level.

9
10 An unresolved complaint will be processed in the following manner and within the
11 stated time limits.

12
13 Step 1: If the complaint is not resolved informally, it may be submitted to the
14 principal or immediate supervisor on an approved grievance form and shall be
15 considered a grievance. If a grievant does not submit the grievance to the principal
16 or immediate supervisor in writing in accordance with Step 1 within twenty (20)
17 school days after the facts upon which the grievance is based first occur or first
18 become known to the grievant, the grievance will be deemed waived. The grievant
19 may be accompanied by a representative of the Association when presenting the
20 written grievance.

21
22 The principal or immediate supervisor will reply in writing to the grievant within ten
23 (10) school days after receipt of the written grievance.

24
25 Step 2: If the grievance is not settled in Step 1 and the grievant wishes to
26 appeal the grievance to Step 2, the grievant may file the grievance in writing to the
27 Superintendent of Schools within ten (10) school days after receipt of the principal's
28 or immediate supervisor's written answer.

29
30 The written grievance shall give a clear and concise statement of the alleged
31 grievance including the facts upon which the grievance is based, the issues
32 involved, the specific provisions of the Agreement involved, and the relief sought.
33 The Superintendent, or his representative, shall thoroughly review the grievance,
34 arrange for necessary discussions, and give a written answer to the grievant no later
35 than ten (10) school days after receipt of the written grievance.

36
37 A grievance which is not settled in Step 2 of the grievance procedure may be
38 appealed to arbitration by the Association, Step 3.

39
40 Step 3: Requirements for Arbitration

- 41
42 A. An appeal to arbitration must be submitted within ten (10) school days of
43 receipt of the answer to the grievant in Step 2.
44
45 B. The grievance must involve the interpretation or application of a specific
46 provision(s) of the Agreement.
47

1 C. The appeal for arbitration may be submitted to either the American Arbitration
2 Association or Federal Mediation and Conciliation Service.

3
4 D. Upon receipt of a list of arbitrators from either AAA or FMCS, the parties will
5 use the "strike" method of selecting an arbitrator, i.e. each party will strike out
6 the name or names of unacceptable arbitrators.

7
8 The arbitrator shall schedule a hearing on the grievance and after hearing such
9 evidence as the parties desire to present, shall render a written decision. The
10 arbitrator shall have no power to advise on salary adjustments, except as to the
11 improper application thereof, nor to add to, subtract from, modify or amend any
12 terms of this Agreement. The arbitrator shall have no power to substitute his
13 discretion for that of the Board in any manner not specifically contracted away by the
14 board. The arbitrator shall be without power or authority to make any decision that
15 is contrary to state law or to rules and regulations governing the District having the
16 force and effect of law. A decision of the arbitrator shall, within the scope of his
17 authority, be binding upon the parties.

18
19 Each party shall bear all costs of procuring their own witnesses, preparation of
20 exhibits and other materials to include the production of record or transcript of the
21 proceeding unless such record or transcript is desired by both parties. The fee and
22 expenses of the arbitrator and the cost of the hearing room shall be borne equally
23 by both parties. The Riverview Education Association shall bear the cost of
24 substitutes for bargaining unit witnesses or representatives appearing on behalf of
25 the grievant.

26 27 28 ARTICLE 6.0 - LEAVES

29 30 Section 6.1 - Notification for Leave Benefits

31
32 Teachers must notify the District of the reason for and the type of leave they are
33 taking. Except for emergencies or other exigencies, notification must be provided to
34 the District prior to the leave. If the absence may be for consecutive days, the
35 District should be notified of the probable date of return.

36
37 A teacher who is absent for five (5) days or longer may be required to furnish a
38 certificate issued by a licensed physician or other satisfactory evidence of illness, to
39 the principal. The teacher may be required to submit to a medical examination or
40 other medical evaluation at the expense of the District in order to establish medical
41 fitness for the duties of the position before returning to work.

42 43 Section 6.2 - Leaves Deducted from Accumulative Sick Leave

44
45 Every teacher holding a regular full-time position shall accrue up to twelve (12) days
46 with pay for illness, injury, emergency, and other leaves as provided herein
47 accumulative to the legal limit. Every employee holding a regular part-time position

1 shall accrue such leave with pay in proportion to the relationship of their basic work
2 year as to 182 days.

3
4 A. Illness, Injury, Disability

5
6 Employees are eligible for sick leave when they will be absent from work due
7 to illness, injury, disability, emergency, doctor or dental appointments, or
8 other health care appointments.

9
10 B. Emergency Leave

11
12 Emergencies are defined as those situations that are of an urgent,
13 immediate, or unforeseen nature, which cannot be dealt with outside of
14 working hours and which require the individual to absent himself/herself from
15 his/her duties.

16
17 C. Family Illness Leave

18
19 Employees may use sick leave for serious illness in the employee's family.

20
21 D. Parental Leave

22 Employees may use sick leave for adoption or the birth of his/her child.

23
24 E. Temporary Disability Leave

25
26 A leave for temporary disability, including maternity, shall be granted to an
27 employee for the period the employee is sick or temporarily disabled, upon
28 confirmation by the employee's physician and upon the employee's request.
29 The employee may use accumulated sick leave to cover temporary
30 disabilities including those caused or contributed to by pregnancy,
31 miscarriage, abortion, childbirth and/or recovery there from.

32
33 An employee with a temporary disability may, at the discretion of the
34 employee:

- 35
36 1. Request a leave, without pay, for a period of up to twelve (12) months,
37 or
38
39 2. Terminate employment.

40
41 The employee shall inform the District at least thirty (30) calendar days in
42 advance of the employee's intention to take leave, or in the case of an
43 emergency preventing the same, as soon as possible, of the approximate
44 time the employee expects to return to work and if the employee wishes to
45 return to his/her current position.

46
47 Every reasonable effort will be made to return the employee to his/her former
48 position if he/she had so indicated. All employment policies, written and

1 unwritten, involving such matters as availability of extensions of leave time,
2 the accrual of benefits and privileges, such as seniority, retirement, pension
3 rights and other service credits and benefits, and payment under any health
4 or temporary disability insurance or sick leave plan, formal or informal, shall
5 be applied to disability.
6

7 In any instance in which there may arise a conflict between provisions of this
8 Agreement and any state law, the state law shall take precedence.
9

10 Section 6.3 - Other Paid Leave

11
12 A. Professional Leave: Teachers may attend institutes, conferences, and
13 professional meetings upon request to the principal with approval of the
14 superintendent or his designee.
15

16 B. Association Leave: Upon written request of the Association, the District may
17 grant Association members a leave of absence of limited duration for the
18 purpose of conducting Association business. The Association will pay the
19 cost of substitutes. Such leave will not exceed two (2) consecutive days or
20 seventeen (17) days per year and will be consistent with the orderly conduct
21 of the District's total educational program and will be subject to the approval
22 of the superintendent or designee.
23

24 Eighteen (18) additional days of leave per year will be granted for the
25 Association President. The Association will pay the cost of substitutes and
26 days of leave will be scheduled by the Association President and the
27 Superintendent.
28

29 C. Bereavement Leave:
30

31 1. Employees are eligible for up to three (3) days of paid leave in the
32 event of death of any member of the employee's family or personal
33 friend. This leave is not deductible from sick leave and will not
34 accumulate from year to year.
35

36 2. Employees are additionally eligible for up to two (2) days of paid leave
37 for out-of-state travel related to bereavement leave.
38

39 3. Additional days of leave beyond the three (3) to five (5) above may be
40 taken at the discretion of the employee for purpose of bereavement.
41 These days will be deductible from sick leave and/or personal leave.
42

43 D. Jury Duty and Subpoena Leave: Paid release days will be granted for jury
44 duty and subpoena leave. Except for expense allowance, any pay received
45 for jury duty performed on contracted days shall be signed over to the District.
46 The teacher shall notify the District when notification to serve on jury duty is
47 received. Employees must secure approval from their building principal in

1 seeking relief from jury duty when it interferes with professional obligations.
2 This leave will not accumulate from year to year.

3
4 Where an REA member is appearing in a hearing in an action against the
5 District, subpoena leave will not be granted.

6
7 E. Personal Leave:

8
9 1. Personal Days

10
11 a. Two (2) days of leave per year may be used for undisclosed
12 personal reasons by certificated employees. Such leave will be
13 prorated based on the employee's annualized FTE. One (1)
14 unused personal day may be carried forward to the following
15 school year as personal leave. Personal days may not accrue
16 to more than three (3) days in any one (1) school year.

17
18 b. Unused personal leave may be cashed out at one hundred
19 percent (100%) of the current substitute rate for each unused
20 day of personal leave. Application for such cash out must be
21 submitted by June 15. Payment will be on the July paycheck.

22
23 2. Short-Term Personal Leave

24
25 a. A short-term leave of absence (1-5 days) may be granted upon
26 the approval of the immediate supervisor and superintendent or
27 designee. The teacher must provide adequate instructional
28 planning for the substitute. The District will deduct from the
29 teacher's pay the substitute rate for each day taken.

30
31 Section 6.4 - Sick Leave Cash Out

32
33 Employees may cash in unused sick leave days above an accumulation of sixty (60)
34 days at a ratio of one full day's monetary compensation for four (4) accumulated
35 days. At the employees' option, they can cash out their accumulated days following
36 any year in which a minimum of sixty (60) days of sick leave is accrued and each
37 January thereafter, at a rate equal to one day's monetary compensation of the
38 employee for each four (4) full days of accrued sick leave. The employee's sick
39 leave accumulation shall be reduced four (4) days for each day compensated. No
40 employee may receive compensation for sick leave accumulated in excess of one
41 day per month. A maximum of one hundred eighty (180) days may be accumulated.

42
43 At the time of separation from school district employment due to retirement or death,
44 an eligible employee or the employee's estate shall receive remuneration at a rate
45 equal to one (1) day's current monetary compensation of the employee for each four
46 (4) full day's accrued sick leave for illness or injury.

1 For the purposes of this provision, retirement shall be defined as when an employee
2 is eligible to receive benefits under Washington State Teachers Retirement System
3 (WSTRS).

4
5 Section 6.5 - Leave Sharing

6
7 Staff members are eligible for District leave sharing benefits under the following
8 conditions:

- 9
10 A. The staff member suffers from, or has a relative or household member
11 suffering from an illness, injury, impairment, or physical or mental condition
12 which is of an extraordinary or severe nature and which has caused, or is
13 likely to cause, the employee to go on leave without pay or terminate
14 employment.
15
16 B. The staff member has depleted or will shortly deplete his or her sick leave.
17
18 C. Other staff members are willing to contribute sick leave.
19

20 Section 6.6 - Leave Without Pay

21
22 Leaves of absence for up to one (1) year without pay and benefits may be granted
23 by action of the Board of Directors upon recommendation of the superintendent.
24 Each leave request will be considered on its merits, provided that re-employment
25 may be assured if the staff member is on leave for childcare. The terms and
26 conditions of employment for return from leave must be agreed upon in writing prior
27 to leave being taken. An employee on leave must give written notification to the
28 District no later than March 1 of the employee's intent to return the following year.
29

30 Section 6.7 - Family Medical Leave

31
32 Employees exhausting sick leave may be eligible for Family Medical Leave Act
33 (FMLA) benefits. At the discretion of the employer, sick leave may be taken
34 concurrently with family medical leave.
35

36 Section 6.8 – Military Leave

37
38 The following provisions are consistent with the Uniformed Services Employment
39 and Reemployment Act of 1994 (USERRA, Title 383 United States Code):

- 40
41 A. A teacher required to interrupt his/her employment with the District due to
42 required, active military service shall be granted a leave of absence without
43 pay for up to five (5) cumulative years. The teacher must provide the District
44 with advance notice of the required service. The teacher may be required to
45 provide the District with proof of service during said leave of absence upon
46 return.
47

- 1 B. Upon timely notice to the District of the teacher's honorable discharge and
2 intent to return, the teacher shall be offered the first available position for
3 which he/she is qualified.
4
- 5 C. A teacher who is on active duty for more than thirty (30) consecutive days
6 may elect to continue District recognized health insurance for himself/herself
7 and his/her family for up to eighteen (18) months. The teacher shall be
8 responsible for the cost of said health insurance premiums.
9
- 10 D. Compensation for an employee required to take military leave shall be
11 consistent with USERRA.
12

13 Section 6.9 – Job Shares
14

- 15 A. Definition
16 Job Sharing means the situation whereby two certificated continuing contract
17 K-5 employees voluntarily agree in writing to share one position that would
18 normally be filled by one employee.
19
- 20 B. Application
21 Employees seeking to "job share" must submit a written application along with
22 a signed written agreement to Human Resources Services no later than
23 March 1 prior to the school year the job share is to commence. Approval of a
24 job share is on a case-by-case basis and is contingent on the job share
25 applicants reaching a written agreement with the District addressing the terms
26 and conditions of the job share, including, but not limited to, employee
27 absences or resignation of one of the job sharing employees, proration of
28 employee benefits, responsibility for participation in staff meetings and
29 committees, class preparation, grading, parent conferences, planning time,
30 and other instructional responsibilities. Said written agreement must be
31 signed by the job share applicants; the immediate supervisor; the Association
32 President; and the Assistant Superintendent, Human Resource Services. No
33 later than April 15, Human Resources will notify the job share applicants that
34 the application for job share has been approved or denied. If the job share is
35 denied, Human Resources will provide the reason(s) for denial. If approved,
36 job shares are in effect for one (1) year at a time and must be approved
37 annually. Denial of job share shall only be subject to Step 1 and Step 2 of
38 the grievance process outlined in this collective bargaining agreement.
39
- 40 C. Job Share FTE
41 Job share employees shall be granted an unpaid leave of absence for that
42 portion of his or her FTE not worked. Salary and benefits shall be prorated
43 based on each employee's job share FTE.
44
- 45 D. Job Share Duration
46 Job-sharing will be for at least one (1) school year and may not exceed two
47 (2) consecutive years. After a certificated employee returns to work to his/her

1 prior position for one (1) full school year, he/she is eligible for an additional job
2 share; however, in no event shall an employee exceed six (6) years of job-
3 share status.
4

5
6 ARTICLE 7.0 - SALARIES, STIPENDS AND BENEFITS
7

8 Section 7.1 - Provisions Covering Placement on Teachers' Salary Schedule
9

- 10 A. Teachers Covered: All teachers covered by Article 1.0, Section 1.1, will be
11 placed on the salary schedule.
12
13 B. Advanced placement on the salary schedule shall be granted only for credit
14 hours earned subsequent to the actual receipt of the BA degree. No
15 advancement will be made on the salary schedule after October 1.
16
17 C. Classification: Classification on the salary schedule for experience shall be
18 for the full year only.
19
20 D. Experience Credits: Credit will be given for experience. In computing credit
21 for experience, credit will be given for the whole year, provided the teacher
22 was employed in any state accredited educational agency and held a valid
23 teaching certificate for not less than ninety (90) full-time days.
24

25 Teachers employed by the school district less than full time will move one
26 step on the experience salary scale according to the State's definition of
27 certificated years of experience as explained in the current Washington
28 Administrative Code.
29

30 Experience credit shall be given for required, active military service which
31 interrupts a teacher's employment. Such experience credit shall be
32 consistent with applicable Washington Administrative Code.
33

- 34 E. Education Credits: Education credits may be granted for advancement on
35 the salary schedule as explained in the current Washington Administrative
36 Code.
37
38 F. Index: Increments for experience, education and advanced degrees will be in
39 accordance with the index shown on the salary schedule (see EXHIBIT I).
40
41 G. It is mutually agreed that in the event the Legislature appropriates funds for
42 the purpose of increasing the employee's salary during the period of this
43 contract, the amount which is otherwise provided for herein shall be
44 increased subject to the receipt of such funds by the District and in
45 compliance with such distribution guidelines as may be adopted by the Office
46 of the State Superintendent of Public Instruction and/or the District.
47
48

1 Section 7.2 - Payroll Deductions

2
3 All salaries are subject to payroll deductions for:

- 4
5 A. State Teachers' Retirement System.
6
7 B. Withholding Tax.
8
9 C. F.I.C.A.
10
11 D. Absences not provided for by leaves (computed at the per diem rate based
12 on the teacher's annual salary for each day's absence).
13

14 The following deductions, as well as other Board approved deductions, may be
15 made if authorized by the individual teacher:

- 16
17 A. Association dues.
18
19 B. Board approved Medical Insurance.
20
21 C. Board approved Dental Insurance.
22
23 D. Board approved Salary Insurance.
24
25 E. Board approved Tax Sheltered Annuities.
26
27 F. Credit Union deductions with School Employees Credit Union of Washington
28 or any other financial institutions that may be approved by the Board.
29
30 G. Other Insurance programs as approved by the Board.
31

32 Section 7.3 - Payment Provisions

- 33
34 A. All teachers shall be paid in twelve (12) monthly installments. Each check
35 shall contain one-twelfth (1/12) of the contracted salary, except where noted
36 in Section 7.4 of this article. Payroll checks shall be issued to the teacher on
37 the last district business day of each month.
38
39 B. In the event of a mistake in payment, resulting in underpayment, corrections
40 shall, in most cases, be made on the next paycheck. If the underpayment is
41 more than \$100.00 and creates a hardship for the employee, a check will be
42 issued in a timely manner.
43
44 C. The District will pay approved pay claims submitted to the business office
45 according to the accounts payable calendar.
46
47 D. All compensation owed to a teacher who is leaving the District shall, upon
48 request, be paid within forty-five (45) days after the final day of work.

1 E. The District will make a best effort to issue Certificated Employee Contracts
2 by the end of October.

3
4 Section 7.4 - Certificated Salary Schedules

5
6 REA certificated staff shall be appropriately placed on the current salary schedule to
7 include one year experience and any further educational credits reported to the
8 District by October 1. Applicable experience increments will be applied to the
9 September paycheck; applicable educational credits, on the October paycheck
10 retroactive to the beginning of the contract year.

11
12 The intent of the parties is to provide annual contractual salaries (Certificated
13 Employee Contract) for the years covered by this Agreement at the funded capacity
14 level allowed under applicable law and regulation. In addition, the parties
15 acknowledge the necessity for the District to comply with the State compensation
16 limitations and that the District retains the authority to make equitable compensation
17 adjustments in order to ensure compliance with applicable laws and regulations.

18
19 See EXHIBIT I: SALARY SCHEDULES 2007-2008

20
21 Section 7.5 - Activities Pay Schedule

22
23 See EXHIBIT II: TEACHERS ACTIVITY PAYMENT SCHEDULE

24
25 Section 7.6 - Travel

26
27 Teachers utilizing their private automobile to travel on school business shall be
28 compensated for mileage at the current I.R.S. rate. All teachers who, by nature of
29 their assignment, must travel between schools or are required to make home
30 visitations, shall also be reimbursed for mileage at the current I.R.S. rate and must
31 have prior approval from the superintendent.

32
33 Section 7.7 - Insurance

34
35 A. The Board must approve the group insurance program. All employees will
36 participate in the Board-approved dental plan, and premium payments as
37 stated in the Agreement shall be made to cover dental insurance programs.
38 In the event that the amount agreed upon does not pay the entire premium
39 for dental insurance coverage, the employee shall contribute the amount
40 required above the premium payment specified herein. The annual
41 enrollment of newly employed teachers is controlled by the insurance
42 company.

43
44 B. The amount legislatively funded per month per full-time teacher will be
45 provided by the District, as outlined below, for Board-approved group
46 insurance program(s) premium costs. Annual adjustments will be made by
47 the December payroll. The legislatively funded amount for employee benefits
48 will be passed through to the employee. Each year of this Agreement, the

1 District will pay the additional amount required for the Health Care Authority
2 (HCA) retiree insurance reserve fund.
3

4 Dollar amounts accruing to the District because of the limitation on basic
5 insurance benefit options shall be pooled and made available to reduce out-
6 of-pocket premium costs for employees needing basic insurance benefits
7 coverage for dependents. Board-approved programs are: Life insurance,
8 Medical Insurance, Dental Insurance, Vision and Long-term Disability.
9

10 C. If the amount legislatively funded per month (or adjusted rate per teacher)
11 does not cover the premiums in full for those insurance plans selected by the
12 eligible teacher under "B" above, the District shall deduct from the teacher's
13 monthly salary the amount necessary to pay the premium(s) due.
14

15 D. When both husband and wife are employed by the District, amount to be paid
16 by the district may be applied, at their option, to a joint insurance plan(s)
17 rather than two separate plans carried by each individual.
18

19 E. Domestic Partner Eligibility and Coverage: Enrollment for domestic partners
20 and dependents may occur only during the open enrollment period. The final
21 date for enrollment is October 15 of each year. The employee will be directly
22 responsible for premiums; unused state benefit dollars and pooled dollars are
23 not available. Participating employees and their partners will be required to
24 submit an affidavit of domestic partnership prior to enrollment. As with all
25 personal information, employee privacy will be maintained and upheld.
26 Specific details of the domestic partnership provision are available from the
27 benefits department upon request and will be consistently shared during new
28 employee orientation.
29

30 F. Dental: The District shall pay the cost of a Board-approved dental plan for
31 each full-time teacher per the requirements of the carrier as within the
32 guidelines of "B" above.
33

34 G. Part-time teachers will receive a pro-rata FTE share of the amount
35 legislatively funded per month toward the Board-approved dental insurance
36 program, with any excess amount to be available for other Board-approved
37 insurance programs described herein.
38

39 H. It is mutually agreed that in the event the Legislature appropriates funds for
40 the purpose of increasing the amount available for the employee's insurance
41 premium costs during the period of this contract, the amount which is
42 otherwise provided for herein shall be increased subject to the receipt of such
43 funds by the District and in compliance with such distribution guidelines as
44 may be adopted by the Office of the State Superintendent of Public
45 Instruction and/or the District.
46

47 I. Employees are eligible for the District's IRS Section 125 Cafeteria Plan.
48

1 ARTICLE 8.0 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

2
3 Section 8.1 - Contract Days

- 4
5 A. Teachers returning to the District will be contracted for one hundred eighty-
6 two (182) days.
7
8 B. New teachers to the District will be contracted for one hundred eighty-three
9 (183) days.
10
11 C. The adopted calendars are attached as EXHIBIT V.
12
13 D. The three-year calendar will be developed in the following manner:
14
15 1. The Superintendent will establish an inclusive committee to meet at
16 least one time each year in January to review the District calendar.
17 Every effort shall be made for the committee membership to include:
18 two (2) District administrators, three (3) REA members (1 from each
19 level), two (2) classified employees, two (2) parents, and one (1)
20 community member.
21
22 2. This committee will:
23 a. develop a three-year calendar draft eighteen (18) months prior
24 to the expiration date of the previous three-year calendar;
25 b. verify the accuracy of the calendar on a yearly basis;
26 c. provide a draft to internal and external stakeholders for
27 feedback;
28 d. modify the calendar if appropriate based on the feedback; and
29 e. communicate the final School Board version of the three-year
30 calendar to all stakeholders.
31
32 3. The committee will complete the process of the final version of the
33 three-year calendar prior to February 15th of the year preceding
34 implementation.
35
36 E. Calendar: The District will set the first day of instruction, half-day
37 inservices, High School Graduation, and Learning Improvement Days. An
38 REA representative from the High School will work with the High School
39 Principal to set the Senior Project half-days.
40
41 The control over use of two half-day inservices will be at building discretion.
42 The District will retain control of the use of the remaining half-day inservices.
43
44 The District will retain control over the two (2) Learning Improvement Days
45 (LID).
46
47 F. The number of contract days will be one hundred and eighty-two (182) days
48 for returning teachers (183 for teachers new to the District). Included in the

1 number of contract days are two (2) Learning Improvement Days funded by
2 the state. If state funding for said Learning Improvement Days is increased,
3 eliminated or reduced, the number of contract days will be increased,
4 eliminated or reduced according to said funding.
5

6 Provisions of this Collective Bargaining Agreement referencing work year will
7 be adjusted accordingly: Section 3.1.F; Section 3.1.G; Section 8.1.A; Section
8 8.1.B; and Section 8.1.E. The Association and District will meet to adjust the
9 calendar to increase, eliminate or reduce said Learning Improvement Days.

10
11 Section 8.2 - Time, Responsibility, Incentive (TRI) Pay
12

13 A. Seven (7) additional days of work will be offered by the District for each year
14 of this Agreement.
15

16 B. Compensation for each full day worked shall be at the employee's per diem
17 rate calculated by dividing the employee's placement on the certificated
18 salary schedule by the employee's length of contract as provided in Section
19 8.1, A and B above. Compensation for a less-than-full-time employee shall
20 be prorated. Additional days of work are not accumulative. Principals are
21 required to keep records of teacher's verification of fulfillment of each of the
22 days. These records should be turned in to the District Personnel Office no
23 later than June 30th each year.
24

25 Payment for additional days will be made in twelve (12) equal installments
26 and will be included with each regular pay warrant. Adjustments for any days
27 not worked will be deducted from the August warrant.
28

29 C. Use of the seven (7) additional days of work will be offered as follows:
30

31 Day 1: The second day before school starts

32 A District-directed day to be used by the District for informational purposes,
33 staff development and/or for other purposes as the District deems necessary.
34

35 Day 2: The first day before school starts

36 The first day is for staff planning and preparation for the upcoming year. This
37 day the principals will avoid any building-wide meetings. If an emergency
38 meeting should be called, it will be of short duration (i.e., less than one hour
39 in length). Meetings will be the exception rather than the rule.
40

41 Days 3 and 4: Report Card Preparation Days

42 These two days will be used for planning and preparation of report cards and
43 planning of the next few months of the year. Buildings will be open for staff
44 use on these days.
45
46
47
48

1 Day 5:

2 The day after students leave should be used for checking out from the
3 building, cleaning the room, storing books, equipment, and materials. This
4 day the principals will avoid any building-wide meetings. If an emergency
5 meeting should be called, it will be of short duration (i.e., less than one hour
6 in length). Meetings will be the exception rather than the rule.
7

8 Day 6:

9 The day will be scheduled on fall State In-service Day and will be used for
10 attendance at State in-service training, or District-scheduled in-service, or a
11 mutually agreed upon plan for the day by the employee and his/her
12 supervisor. The employee shall notify his/her supervisor of which of the
13 above options he/she has chosen.
14

15 Day 7:

16 The day will be devoted to in-District, on-site, District-scheduled training.
17 Such day will be placed on the school calendar.
18

19 Section 8.2.1 – Compensation for Professional Responsibility

20
21 A. Each FTE (1.00) employee shall be compensated for professional
22 responsibilities performed during the school year and outside of the regular
23 workday.
24

25 B. The compensation for activities appropriate for professional responsibility
26 compensation shall include but not be limited to:
27

- 28 • Professional development,
- 29 • Attending classes for credit/clock hours,
- 30 • Special curriculum projects,
- 31 • Basic/special needs curriculum planning,
- 32 • Professional materials research,
- 33 • Student assessment,
- 34 • Un-compensated building work (e.g. open house, winter
35 concert, dance chaperone, activities supervision, etc.)
- 36 • Special education conferencing, (IEP, MDT, etc.)
- 37 • And other professional services.
38

39 C. Compensation for professional responsibilities for each FTE employee
40 shall be the equivalent of:
41

42 15.5 days of per diem pay for 2007-2008

43 16.5 days of per diem pay for 2008-2009

44 18.0 days of per diem pay for 2009-2010
45

46 D. Payment for professional responsibility will be made in twelve (12)
47 equal installments and will be included with each regular pay warrant.

1 Verification of professional responsibilities shall be required of each
2 individual in accordance with District forms and procedures.

3

4 Section 8.2.2 – Longevity Pay

5

6 Each employee with seventeen (17) or more years of full-time service, as
7 recognized by the OSPI (Office of Superintendent of Public Instruction) shall
8 be paid \$500.00 each year. Such pay will be in recognition of leadership
9 responsibilities and shall be an incentive for continuous professional service in
10 public education.

11

12 Section 8.3 - Work Day/Class Coverage

13

14 A. The total length of the workday for employees subject to this Agreement shall
15 be seven (7) hours and thirty (30) minutes, including a thirty (30) minute duty-
16 free lunch period. No teacher shall be required to participate in IEP
17 conferences beyond the teacher workday.

18

19 B. Principals may call up to two (2) staff meetings per month (but not on the
20 same day) which may extend beyond the contracted workday by no more
21 than forty-five (45) minutes.

22

23 Attendance at these staff meetings shall be noncompulsory. Staff members
24 not attending are accountable for information presented and are expected to
25 support staff decisions made at such meetings. These meetings are to be
26 scheduled at least two weeks in advance, except in emergency situations.

27

28 In recognition of time in attendance at said noncompulsory staff meetings,
29 staff members may, with notice to their principal/administrator, elect to adjust
30 their arrival/departure time(s).

31

32 C. Every reasonable attempt will be made to limit the number of separate
33 preparations for secondary teachers to three (3) and if possible, a maximum
34 of four (4), subject to the available resources of the District.

35

36 D. Secondary staff will not be required to teach outside their areas of expertise
37 and training, provided, however, that the educational program of the District
38 shall be the first consideration for class assignment.

39

40 E. Elementary teachers shall be guaranteed an average of one hundred fifty
41 (150) minutes per week for conference/preparation time during the student
42 day. Elementary teachers shall have a twenty-five minute block of time per
43 day for conference/preparation time prior to the beginning of the student day.
44 If necessary, the building administrator may schedule an extended meeting
45 which extends into the above described twenty-five minute
46 conference/preparation time. However, the staff must have one (1) work
47 day's notice of such extended meetings as described in this subsection.
48 Conference/preparation time shall be used for the purpose of parent/teacher

1 conferences, teacher/student conferences, course preparation and
2 administrator/teacher conferences.

3
4 F. Elementary physical education teachers, music teachers, and Library Media
5 Specialists will provide conference/preparation time.

6
7 G. The elementary and middle school teachers' work year shall include four (4)
8 half days of release time during the first semester for parent/teacher
9 conferences. Each 1st – 5th grade classroom teacher having twenty (20) or
10 more scheduled parent conferences will be eligible for an additional half (.5)
11 day of time for on-site conferencing and related activities. Each Kindergarten
12 teacher will be eligible for an additional half (.5) day of time for on-site
13 conferencing and related activities for each twenty (20) scheduled parent
14 conferences.

15
16 H. Middle School teachers shall be assigned five (5) teaching classes per day
17 and shall have a conference/preparation period within the student day.

18
19 I. High School teachers shall be assigned five teaching classes and one
20 conference/preparation period. Two days of the week each teacher will teach
21 all five classes and have one preparation period. Two days of the week each
22 teacher will teach three classes and have one preparation period. One day of
23 the week each teacher will teach four classes and have no
24 conference/preparation period. All high school certificated staff will also be
25 assigned advisor program duties.

26
27 Teachers assigned advisory program duties will have the option to share
28 these duties with another teacher also assigned advisory program duties. The
29 purpose of sharing may be to allow one teacher some individual work time on
30 the day of the week that they do not have a preparatory period. This may
31 include having one teacher have all the students from both advisories on one
32 day except on days when separate advisories are necessary for a given
33 activity. This arrangement must be agreeable to both teachers and the
34 principal will be notified.

35
36 There shall be no expectations placed on other schools or programs to follow
37 the arrangement of the high school schedule where teachers have no
38 conference/preparation period one day per week.

39
40 J. Class Coverage: A teacher authorized by a building/program administrator or
41 his/her designee to cover another employee's class during the teacher's
42 preparation period will be compensated at a rate of \$25.00 per period at the
43 Middle School. At the high school, teachers will be compensated \$25.00 per
44 period on non-block days and \$41.67 per period on block days. Elementary
45 class coverage will be at the rate of \$25.00 per hour or proration for less than
46 one hour.

47

1 When teachers are absent for a period of time other than a full day or a half
2 day and class coverage is utilized to cover the teacher's absence, then the
3 procedure for deducting the absence will be in hourly increments rounded to
4 the nearest hundredth. Teachers are encouraged to schedule appointments
5 outside of the student day. In the event that a teacher is absent for a leave
6 identified in Section 6.2A of this Agreement during the contract day, but
7 outside of the regular student day, there shall be no deduction taken from
8 accumulated leave.

9
10 Deductions for absence on reduced student days shall be in hourly
11 increments, rounded to the nearest hundredth.

12
13 K. In the event the District changes the configuration/number of periods for a
14 secondary school, the parties will renegotiate paragraphs H, I, and J above.

15
16 L. Alternative Program: It is recognized that at times, alternative programs will
17 be structured differently than traditional school programs. The District and
18 Association recognize that some aspects of the teaching assignment, such as
19 prep time, may be scheduled outside the regular student day to
20 accommodate program needs. Such deviations from the contract should be
21 discussed in advance with the teacher.

22
23 Section 8.4 - Student Discipline and Staff Rights

24
25 The District shall support employees in their lawful use of disciplinary measures to
26 maintain order and protect the safety and well being of students in their charge as
27 well as themselves. When an employee exercises legal authority to control and
28 maintain discipline, said employee shall use reasonable and professional judgment.
29 Students will be disciplined in accordance with the state and federal law, district
30 policies and school discipline rules.

31
32 Each building principal shall annually review with his/her employees, building
33 disciplinary rules and regulations. Such review shall include employee/employer
34 responsibilities, building disciplinary standards, District policies on progressive
35 student discipline procedures, and State and Federal laws regarding student/staff
36 rights and responsibilities. This handbook will be updated to reflect any changes in
37 policies, laws, and standards referenced in this section.

38
39 Each spring, school principals will meet with staffs to review and/or make
40 recommendations regarding building disciplinary standards and procedures to
41 ensure uniform understanding and enforcement of building standards.

42
43 Each teacher is empowered to exclude any student who creates a disruption of the
44 educational process in violation of the building disciplinary standards while under the
45 teacher's immediate supervision from his or her individual classroom and
46 instructional or activity area for all or any portion of the balance of the school day or
47 until the principal or designee and teacher have conferred, which ever occurs first:
48 provided that, except in emergency circumstances, the teacher shall have first

1 attempted one or more alternative forms of corrective action: provided further that in
2 no event without consent of the teacher shall an excluded student be returned
3 during the balance of the particular class or activity period from which the student
4 was initially excluded.

5
6 Students who have exhibited, or have a history of violent or threatening behavior,
7 will be identified to the student's assigned staff, and to other staff on a need-to-know
8 basis, as soon as the information is known.

9
10 Section 8.5 - Class Size/Case Load

11
12 A. The District will make a good faith effort to distribute students within each
13 building in a balanced manner as provided in this section in order to have
14 equitable class sizes. The overload relief provisions of 8.5A 1-5 included
15 herein requiring EA relief will supplement current school year EA staffing
16 allocations. At the option of either party the provisions of Sections 8.5.A –
17 8.7.B will be renegotiated following a double levy failure or determination by
18 the Board to initiate the RIF procedures per section 9.3A of this Agreement.
19 Notification of the option to renegotiate Sections 8.5.A – 8.7.B must be
20 provided in writing to the other party of this Agreement no later than ten days
21 following board determination to effect a RIF or ten days following validation
22 of the second levy failure. Reinstatement of Sections 8.5.A – 8.7.B shall be
23 negotiated at the request of either party at any time.

24
25 1. The relief provided herein may be waived upon written agreement
26 between teaching staff member(s) and administrators, at an
27 elementary school level, or on a departmental basis, where such staff
28 member(s) and administrators have developed and arranged special
29 variations in curriculum, instructional methods, and staff organization.
30 Any payments required by the relief provisions below will be made in
31 lump sum at the end of the first pay period following the end of the
32 quarter. Requests for relief must be made no later than the end of the
33 quarter in which the class size was exceeded or the relief will be
34 forfeited.

35
36 2. A teacher may, at his or her request, convert any pay generated by
37 class overloads to educational assistant time at a rate of \$16.10 = 1
38 hour of additional EA time provided the District makes a good faith
39 effort to hire a qualified educational assistant. If the District cannot
40 hire a qualified educational assistant as provided above, a dollar
41 amount based on the EA time as provided above will be available for
42 classroom supplies, materials, or other relief as agreed upon by the
43 principal and the affected classroom teacher.

44
45 3. Elementary: Subsequent to the October enrollment count day,
46 whenever the number of pupils assigned to a full time (1.0 FTE)
47 elementary school class during the first quarter reaches or exceeds the

1 numbers listed below, the elementary teacher(s) will notify the District.
2 After the first quarter, enrollment counts for relief are based on the 10th
3 school day following the beginning of each quarter. The District will
4 verify the overload, and within ten (10) school days take the following
5 action to give relief to the teachers affected if the overload continues
6 beyond the ten (10) day period. The elementary classroom teacher(s)
7 affected shall receive additional relief, prorated to teacher FTE, as
8 provided below. Each half-time kindergarten session will receive .5
9 relief listed below.

10
11 K-1 at 24 students \$112.50 additional per student over 23 per quarter
12 at 25 students 1 hr of additional educational asst. time per day
13 at 26 students 1 hour of additional educational asst. time per
14 week

15
16 2-3 at 25 students \$112.50 additional per student over 24 per quarter
17 at 26 students 1 hr of additional educational asst. time per day
18 at 27 students 1 hour of additional educational asst. time per
19 week

20
21 4-5 at 28 students \$112.50 additional per student over 27 per quarter
22 at 29 students 1 hr of additional educational asst. time per day
23 at 30 students 1 hour of additional educational asst. time per
24 week

25
26 Multiage/combination class overload adjustments will be based on a
27 trigger number equal to the lowest grade level in the class.

28
29 PARADE, music, physical education and library classes are excluded
30 from these provisions.

- 31
32 4. Middle School: Subsequent to the October enrollment count day,
33 whenever the number of pupils assigned to a middle school classroom
34 teacher during the first quarter reaches one (1) or more classes
35 (instructional periods) of thirty-one (31) students, the teacher will notify
36 the District. After the first quarter, enrollment counts for relief are
37 based on the 10th school day following the beginning of each quarter.
38 The District will verify the overload, and within ten (10) school days
39 take the following action to give relief to the teacher(s) affected if the
40 overload continues beyond the ten (10) day period. Music, physical
41 education and PARADE are excluded from these provisions.

42
43 Middle school classroom teachers shall receive additional relief as
44 provided below:

1 at 31 students: \$37.50 additional per student over 30 per quarter
2 at 32 students and above: one (1) hour of additional educational asst.
3 time per week
4

- 5 5. High School: Subsequent to the October enrollment count day,
6 whenever the number of pupils assigned to a high school classroom
7 teacher during the first quarter reaches one (1) or more classes
8 (instructional periods) of thirty-one (31) students, the teacher will
9 notify the District. After the first quarter, enrollment counts for relief
10 are based on the 10th school day following the beginning of each
11 quarter. The District will verify the overload, and within ten (10) school
12 days take the following action to give relief to the teacher(s) affected
13 if the overload continues beyond the ten (10) day period. Music,
14 physical education, CLIP and PARADE are excluded from these
15 provisions.

16
17 High school classroom teachers shall receive additional relief as
18 provided below:

19
20 at 31 students: \$37.50 additional per student over 30 per quarter
21 at 36 students and above: 1 hr of additional educational asst. time
22 per week
23

- 24 6. In the event the District changes the configuration/number of periods
25 for a secondary school, the parties will renegotiate the trigger
26 numbers.
27

28 Section 8.6 - IEP Student Caseload

- 29
30 A. Subsequent to the October enrollment report, whenever the teacher notifies
31 the District the number of pupils with IEPs assigned to a teacher reaches an
32 overload level as specified below, the District will verify the overload, and
33 within ten (10) school days take the following action to give relief to the
34 teacher(s) affected if the overload continues beyond the ten (10) day period.
35
36 B. All elementary classroom teachers in the regular classroom program who
37 have over three (3) pupils with Special Education IEPs, excluding students
38 with Communication Disorder only IEPs, shall receive an hour of additional
39 educational assistant time per day. Music, library and physical education
40 classes shall be excluded from this provision.
41
42 C. All secondary classroom teachers in the regular classroom program who
43 have over three (3) pupils with Special Education IEPs, excluding students
44 with Communication Disorder only IEPs, per class (instructional period) shall
45 receive an additional hour of educational assistant time per week. For music,
46 one (1) hour of EA time will be granted each music class that exceeds a ratio
47 of 1 IEP Student per 10 enrolled students.
48

1 D. Exceptions to the Sections 8.6.B – 8.6.C:

- 2
- 3 1. Pupils with IEPs providing EA time in a class will not count toward
 - 4 triggers as provided above, or
 - 5 2. District determined special class(es) with EA time greater than
 - 6 provided in section 8.6.B – 8.6.C is/are exempt from relief, or
 - 7 3. Relief options other than EA time that are agreed upon mutually by the
 - 8 teacher and her/his administrator, or
 - 9 4. A secondary Specific Learning Disability pupil automatically counts
 - 10 toward the trigger in classes that are directly referred to in his/her IEP.
 - 11 A teacher whose class content is not referred to in the pupil's IEP may
 - 12 appeal to the administrator to have that student count toward trigger
 - 13 numbers.
 - 14

15 E. If the teacher and his/her administrator do not agree pursuant to paragraphs

16 3-4 of 8.6.D above, the matter may be appealed to the District Review

17 Committee. Such committee shall be composed of two (2) administrators

18 chosen by the Superintendent, two (2) teachers chosen by the Association,

19 and chaired by the Superintendent or her/his designee who may vote to

20 break a tie. The District Review Committee will meet within five (5) school

21 days of receipt of the request. The District Review Committee will use the

22 following criteria as a guideline in reviewing the appeal:

23

- 24 1. Range of student performance
- 25 2. Student combinations
- 26 3. Limits of supplies and/or facilities
- 27 4. Safety regulations
- 28 5. The teacher's experience
- 29 6. Categories of student need as established by the State
- 30 Superintendent's Office
- 31 7. Interaction of student disability with the curriculum
- 32

33 The District Review Committee will communicate its written decision to the

34 affected teacher and building administrator no more than five school days

35 following the hearing.

36

37 Section 8.7 - Specialists' Work Loads

38

39 A. Basic Ed Specialists' Work Loads

40

41 If a specialist is part time or there is more than one person in any position,

42 the caseload numbers will be adjusted proportionally (i.e., a .5 FTE middle

43 school's Library Media Specialist trigger number would be 351 students).

44 Additional relief will be provided as described below:

45

- 46 ■ Library Media Specialist, ES over 23 classes/week \$200
- 47 additional per class per year
- 48

Program	Number of Student IEP's	FTE Certificated Staff	Hours EA Staff Per Day
SLP	45	1	
	48		2 hours
	55		Add 1.5 hours
OT	35	.8	
	36		Add 2 hours COTA
	45		Add 1.5 hours COTA

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
32
33
34
35
36
37

2. In recognition that an individual specialist's caseload may be affected by a variety of factors such as severity of students, student combinations, number of school sites, etc., specialists who feel their caseload needs exceed the standards above will have the opportunity to have their needs reviewed on an individual basis through the following incremental steps:

- a. Meet with the program administrator.
- b. Meet with a triad consisting of the program administrator, a colleague, and the specialist.
- c. Meet with the District Review Committee (Section 8.6E) with the understanding that at least one of the teachers would be a specialist.

C. Other Specialists: All other specialists (certificated REA members) who have a caseload/workload concern may use the following process:

The specialist, and at the specialist's option, an REA representative and the District supervisor of the specialist's program will meet to seek an appropriate solution to the concern. Solutions may include any of the following (but not limited to): evaluation of caseload and job responsibility, schedule adjustment, substitute time, equalization of caseloads among staff, assignment of additional staff, contracting with other agencies for the provision of services, scheduling additional time and compensation for existing staff, overload pay or adding educational assistant time or other support strategies as may be determined. Any of the preceding solutions which involve employee pay/compensation will be consistent with this Collective Bargaining Agreement.

D. The District will allow up to three (3) additional days of work at per diem for special education teachers, early childhood special education teachers, Speech Language Pathologists, and Occupational Therapists for the following duties:

- 1 1. Up to 360 minutes per year for required special education meetings;
2 provided that, not more than one 45-minute meeting per month will be
3 scheduled.
- 4
- 5 2. The implementation of and coordination of student IEPs and other
6 special education duties as required and documented in accordance
7 with District procedures.
- 8
- 9 3. Documentation of additional time worked shall be in accordance with
10 District reporting procedures.
- 11
- 12 E. Early Start Program: One Carnation Elementary, one Stillwater Elementary,
13 and one Cherry Valley Elementary Special Education Teacher shall each
14 receive \$2,200.00 each year for additional assigned time and responsibilities
15 required for the Special Education Early Start Program. In addition, each
16 such teacher may schedule one day per month of release time for planning.
17 The District shall bear the cost of the substitute.
- 18

19 Section 8.8 - English Language Learners

20

21 Attached to this Agreement is a Letter of Understanding addressing ELL Services.

22

23 Section 8.9 – Schedules for Itinerant Teachers

24

25 Whenever possible, itinerant teachers should be scheduled in only one school per
26 day. If the instructional program requires that an itinerant be scheduled for two
27 schools in one day, care should be taken that the schedule does not place
28 unreasonable demands on the teacher. As a guideline, approximately twenty (20)
29 minutes should be allowed for leaving one classroom, and twenty (20) minutes for
30 setting up the new classroom site prior to instruction. Adequate travel time between
31 the sites should also be included.

32

33 Section 8.10 – Advanced Training Scholarship

34

35 Advanced Training Scholarships will be available at the discretion of the District for
36 current employees under the following guidelines:

37

- 38 A. The District identifies special instructional needs that could be met by current
39 staff.
- 40
- 41 B. The instructional need is not immediate but is part of District goals.
- 42
- 43 C. Current staff member(s) are willing to receive additional training and/or
44 certification endorsement(s).
- 45
- 46 D. The District and eligible employee agree to terms of the Advanced Training
47 Scholarship as a condition of receiving the scholarship.
- 48

1 Section 8.11 – Employee Support Funds

2
3 Each 1.0 FTE employee is eligible for a maximum of \$400 each year for
4 professional development; supplies, equipment and materials; and/or substitutes.
5 Less than 1.0 FTE employees are eligible for a pro rata amount of said \$400. Said
6 amount will be for:

- 7
8 A. Professional Development: Professional development must be directly
9 related to the employee’s current job assignment and be sponsored by a
10 college, a school district, a professional organization, or a pre-approved plan
11 by the employee’s supervisor.
12
13 B. Supplies, Equipment, and Materials: Supplies and materials must be for
14 instructional purposes and consistent with the District’s instructional program.
15 Supplies, equipment and materials purchased by employees in accordance
16 with District procedures are the property of the District.
17
18 C. Substitutes for Professional Growth: Substitutes provided to give release
19 time to employees for professional growth as approved by the employee’s
20 supervisor.
21

22 The distribution of said \$400 will be consistent with District procedures.
23

24 Section 8.12 – Educational Assistant Time

25
26 The District recognizes the important work that Educational Assistants perform in
27 the operation of the schools; consequently, the District will budget to provide
28 substitutes in the event an Educational Assistant is absent.
29

- 30 A. When the absence of an Educational Assistant is known prior to the start of
31 the Educational Assistant’s workday and is for at least one full day, the
32 District will make a best effort to provide a substitute for said Educational
33 Assistant.
34
35 B. When a partial day absence of an Educational Assistant is known prior to the
36 start of the Educational Assistant’s work day, the District will make a best
37 effort to (1) provide a substitute, (2) provide other coverage, or (3) implement
38 an alternate solution agreed upon by the Principal and the affected
39 teacher(s). The term “teacher” shall refer to all REA bargaining unit
40 members.
41
42 C. The District is not required to provide a substitute Educational Assistant for
43 the period of absence during the workday when an Educational Assistant
44 leaves his/her job because of illness or emergency.
45
46 D. The District may forego providing a substitute Educational Assistant when the
47 absent Educational Assistant’s normal duties are not directly related to
48 student supervision or instruction.

1 Section 8.13 - Committee Pay

2
3 The District will provide a list of committees for which pay is applied. Beginning
4 1995-96, the District will make available \$100 per FTE employee, for building
5 committee work under the direction of the building principal and the site-based
6 committee.

7
8 Section 8.14 - Curriculum Development

9
10 In recognition of the professional contributions that teachers can make to the
11 District's instructional program, several teacher leaders will be selected each year to
12 lead district committees doing curriculum development. Stipends and/or release
13 time will be available for these curriculum chairpersons. The District will also
14 consider forming a district-wide instructional planning council.

15
16 Section 8.15 - Site-Based Council

17
18 All sites will have a Site-Based Council in order to facilitate effective shared
19 decision-making using the Decision-Making Guide (Exhibit III). Specific
20 organization, member selection criteria, procedures, and goals are to be determined
21 by individual sites. It is recognized that some discussions and resulting decisions
22 require confidentiality and are appropriate for consideration only by professional
23 staff. A Learning Improvement Team may be a standing subcommittee of the
24 Council.

25
26 It is agreed that at least fifty percent (50%) of the Site-Based Council must be
27 composed of REA certificated staff. In designing the balance of the Council
28 membership, it is expected that the principal will serve on this Council. In addition,
29 there will be a parent position on each Council, and consideration shall be given for
30 representation of all groups of the school community.

31
32 Each Site-Based Council will be allocated the funds to be used for bargaining unit
33 members, whether to be used for compensation, professional development, or
34 release time. The funding allocation is calculated at \$400 per REA certificated staff
35 member.

36
37 The Site-Based Council will develop a budgeting plan including areas of focus and
38 allocation of site funds which includes instructional (activity 27), extra-curricular
39 (activity 28), and the site-based allocation noted above. The Site-Based Council
40 shall distribute activity 28 funds among activities and WIAA sanctioned music and
41 athletic events. The proposed plan will be published at least one week prior to a
42 staff meeting where it will be presented for discussion and input. The staff's input
43 will be taken into consideration by the Council in order to finalize the plan. By June
44 1 of each school year there will be a review of the plan by the Council and an
45 assessment of the use of funds. If the site-based allocation is not used and a site
46 council would like to carry the funds over to the next school year, this may be done
47 with the approval of the Superintendent.

48

1 No employee shall be excluded from the bargaining unit as a supervisory or
2 managerial employee, with regard to the Labor Relations Act, because of his/her
3 participation in an approved site-based decision-making body.

4
5 Section 8.16 - Emergency Procedures

6
7 Each building principal shall, by September 30, review with his/her staff the
8 building/District emergency procedures in the event of a building lock-down,
9 evacuation, or other occurrences(s) requiring emergency procedures.¹ Said review
10 shall include specific expectations of staff during emergency procedures. Said
11 review² shall additionally include notification of staff of the schedule of periodic drills
12 and practices during the school year appropriate to the building. The review shall
13 also include the specific building/District commitments to assist staff members in the
14 event of said emergency occurrences.

15
16 Section 8.17 - Staff Required Moves

17
18 Certificated staff members³ who are required to move within or among buildings will
19 be paid one hundred dollars (\$100) as compensation for time spent packing and
20 unpacking educational and/or classroom materials. Payment shall be made in a
21 lump sum within sixty (60) days. Teachers may expect assistance from custodial
22 and/or maintenance staff in transferring personal belongings between classrooms.
23 If the move is required by the building,⁴ the stipend shall come from building
24 resources. If the move is required by the District,⁵ the stipend shall come from
25 District resources.

26
27
28 ARTICLE 9.0 - VACANCIES, TRANSFERS AND STAFF REDUCTION

29
30 Section 9.1 - Vacancies and Transfers

31
32 The District recognizes that it is desirable in making assignments to consider the
33 interests and aspirations of its teachers. It is the desire of the District to consider
34 reassignment and transfer requests of teachers in keeping with the best interest of
35 the District, the building, and the instructional program. Given this intent, the
36 following procedures will apply when considering reassignment, transfers, and
37 vacancies:

¹ The parties understand that buildings have varying levels of readiness for emergencies as expressed in building plan(s). Plans and procedures are subject to change in accordance with developing plans and revisions arising from practice.

² Review means staff instruction regarding available site-specific plans and procedures.

³ Nothing in this section shall apply to staff with limited materials that require little or no moving.

⁴ Required by the building means: Directed by the Principal, SDT, CSR, Staff, or other school-based governing entity.

⁵ Required by the District means: Construction or maintenance related moves, transfers or reassignment required by reductions, increase or reconfiguration of staff within/among building or buildings driven by enrollment changes or required program changes.

1 A. Letters of Intent will be submitted to the District by March 15:

- 2
- 3 1. Teachers who have been involuntarily moved can automatically be
- 4 reassigned back to the position they were forced to vacate if it
- 5 becomes available. Such persons have seniority over other REA
- 6 members.
- 7
- 8 2. The choices on the letter of intent will be used in the consideration of
- 9 reassignment within the building, as determined by the building
- 10 principal.
- 11
- 12 3. The stated choices on the letters of intent will be used in the
- 13 consideration of transfer between buildings, as determined by the
- 14 building principal(s).
- 15
- 16 4. Letters of intent/letters of interest will be used when considering filling
- 17 vacancies created by reassignments, transfers, or new positions due
- 18 to growth until August 1. Although a pool of outside candidates may
- 19 have already been selected, REA applicants who qualify through
- 20 endorsement can choose to be interviewed for specific positions along
- 21 with outside candidates, provided the screening process for said
- 22 position has not been completed.
- 23

24 B. After August 1, vacancies will be communicated and filled by:

- 25
- 26 1. All postings will be sent to all buildings/departments, REA
- 27 representatives, placement offices, the District WEB site, etc.
- 28
- 29 2. District employees wishing to apply for district openings will submit a
- 30 letter of interest (brief request to be considered) for the specific
- 31 position. District employees MAY wish to update their personnel file to
- 32 compete favorably with outside candidates.
- 33
- 34 3. District employees, who are qualified through endorsement, can
- 35 choose to apply and be interviewed for specific positions with outside
- 36 candidates. District interview team make-up and interview procedures
- 37 will be used.
- 38

39 C. Glossary of Terms:

- 40
- 41 1. Reassignment: A change in an employee's assignment.
- 42
- 43 2. Transfer: A move by an employee from one building to another.
- 44
- 45 3. Vacancy: A position created by an employee transfer,
- 46 reassignment or resignation.
- 47
- 48 4. New Position: A position that did not previously exist.

- 1 5. Letter of Intent: A District form submitted by March 15 to the
2 District personnel office by an employee requesting consideration for a
3 transfer or reassignment or stating the employee's intentions for the
4 upcoming school year. (The form will include a place where an
5 employee can indicate that they want to be notified of open positions
6 that exist or are created during non-work time in the summer.) The
7 employee will provide the District with her/his summer address and/or
8 e-mail address.
9
- 10 6. Letter of Interest: A brief request to be considered for a specific
11 posted position.
12

13 Section 9.2 - Staffing New Schools

14
15 To fill positions when a new school building is open, the District shall:

- 16
- 17 A. Request volunteers for consideration; then
18
- 19 B. Request volunteers for up to five (5) of the remaining vacancies and offer a
20 five hundred dollar (\$500.00) transfer incentive to each qualified employee
21 who volunteers and is then accepted.
22
- 23 C. If, after requesting volunteers, vacancies remain, the District may use either
24 or both of the following options to fill the remaining vacancies.
25
- 26 1. Hire new employees for the remaining vacancies.
27 2. Fill remaining vacancies using involuntary transfer.
28

29 The employee(s) selected for such involuntary transfer shall be the least
30 senior of those with the necessary qualifications for the position.
31

32 Section 9.3 - Staff Reduction and Recall

- 33
- 34 A. If the educational program and services of the District must be reduced
35 because of lack of revenue or financial resources, the following guidelines
36 shall be taken into consideration in determining the program and services to
37 be retained, reduced or eliminated:
38
- 39 1. The program to be retained shall attempt to minimize the consequence
40 of program reductions upon the student(s).
41
- 42 2. Health and safety standards will be maintained.
43
- 44 3. Priority will be given to those books and supplies used by students in
45 fulfilling basic classroom objectives.
46
- 47 4. When revenues are categorical and depend upon actual expenditures
48 rather than budgeted amounts, every effort will be made to maintain

1 these programs to the limit of the categorical support (e.g., Special
2 Educational, Vocational Education, federally supported programs,
3 etc.).
4

- 5 B. Certificated Staff Reduction: In the event that it is necessary to reduce the
6 number of certificated employees pursuant to the provisions hereof, those
7 certificated employees who will be retained to implement the District's
8 reduced or modified program and those certificated employees who will be
9 terminated from employment will be identified by using the following
10 procedures.
11

12 It is recognized by the parties that certificated employees of the District
13 holding administrative or supervisory positions and not included in the
14 bargaining unit covered by this Agreement may be eligible, under applicable
15 Board policy and under a separate agreement between the employee
16 association representing certificated employees holding administrative or
17 supervisory positions in the District, for retention in one or more of the
18 employment categories identified in subparagraph B3 of this Section.
19

20 1. Determination of Vacant Positions:
21

- 22 a. The District will determine, as accurately as possible, the total
23 number of certificated staff known as of April 15, leaving the
24 District for reasons of retirement, family transfer, normal
25 resignations, leaves, discharge or nonrenewal, etc., and these
26 vacancies will be taken into consideration in determining the
27 number of available certificated positions for the following
28 school year.
29
- 30 b. Certificated staff members may apply for a one (1) year leave of
31 absence without pay. The superintendent shall recommend
32 favorable action by the Board for any applicant if such applicant
33 would not be terminated from employment in accordance with
34 these procedures, and if the granting of such leave would
35 eliminate the necessity for the involuntary termination of a
36 certificated employee. Any certificated employee granted such
37 a leave of absence shall be entitled to re-employment by the
38 District following the expiration of the leave period. Certificated
39 employees taking a one (1) year leave of absence shall be
40 responsible for providing the superintendent, or his designee,
41 with their mailing addresses and any changes thereof during
42 their leave period. Any certificated employee granted a leave of
43 absence hereunder shall be subject to the provisions of RCW
44 28A.405.210, and the provisions of this policy and
45 administrative procedures in the same manner as if actually
46 employed by the District during the leave period.
47

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

- 2. Certification: Possession of any valid Washington State Certificate and an authorized endorsement pursuant to WAC 180-79A-302 for grade levels and subject areas within grade levels which may be required for the position(s) under consideration shall be a pre-requisite for retention.

- 3. Employment Categories: The following categories and teaching subject areas are established to ensure the qualifications of personnel assigned to retain positions:
 - a. Elementary teacher and middle school teacher (including elementary music and physical education teachers) will be considered for retention in one category (K-8).

 - b. Secondary teacher (6-12) will be considered for retention by K-8 teaching endorsement or teaching subject area for which the employee is endorsed such as: Sciences, Math, Social Studies, Language Arts, Technology Education, Family and Consumer Sciences Education, Business Education, Music, Art, Physical Education, Health, and designated foreign languages.

 - c. Other non-supervisory certificated staff members will be considered for retention according to their subject area which will include, but not be restricted to:
 - Counselors
 - Librarians
 - Psychologists
 - Reading Specialists
 - Special Education Teachers
 - (according to teaching subject area K-5, 6-12)
 - Driver Education Teachers
 - Speech and Language Pathologists
 - Physical Therapist
 - Special Education Teachers (Developmentally Delayed)

- 4. Retention by Employment Category: Each certificated staff member will, in accordance with the criteria set forth in paragraph B5 hereof, be considered for retention in the category or subject area appropriate to the position held at the time of the implementation of these procedures. For the purposes of the paragraph, an employee is currently performing in any given category or subject area if .4 FTE or more of such employee's assignment is devoted to such category or subject area. Certificated employees shall also be considered for retention in such additional categories or subject areas as any such employee may designate in writing to the superintendent or his designee, provided, that in order to qualify for consideration in any such additional category, the employee:

- 1 a. Must have had a minimum of one (1) year full time professional
2 experience¹ teaching, performing or supervising ² in each such
3 additional category; and
4 b. Such experience must have occurred during the immediately
5 preceding ten (10) years.
6

7 All written designations for consideration in additional categories shall
8 be submitted in writing within five (5) working days after any request
9 for such information is made by the superintendent or his designee.
10 Employees will only be considered for additional categories if they do
11 not qualify for retention in the category appropriate to the position held
12 at the time of the implementation of these procedures. No employee
13 shall be considered for retention in a position of higher rank than the
14 position held by such employee at the time of the implementation of
15 these procedures. The District's salary structure as of the time of the
16 implementation of these procedures shall determine whether a position
17 is "of higher rank" than the position currently held by the employee.
18

- 19 5. Selection within Employment Categories: Certificated employees shall
20 be considered for retention in available positions within the categories
21 or subject areas for which they qualify under paragraph B4 hereof. In
22 the event that there are more qualified employees than available
23 positions in a given category or subject area, employees shall be
24 recommended for retention on the basis of total years of certificated
25 teaching experience in the State of Washington. A year of teaching
26 experience will be consistent with OSPI determination of Washington
27 State teaching experience. If a tie exists, the determining factor shall
28 be seniority within the school district as determined by official Board
29 action in employment. If ties remain, the employee(s) to be retained
30 shall be determined by drawing lots among the employees who tie.
31

- 32 6. Action by Board: Recommendations for certificated staff reductions
33 developed in accordance with these procedures shall be presented by
34 the Board prior to May 15 (or such other date as may be subsequently
35 established by law for certificated contract nonrenewal) for further
36 action by the Board in accordance with the requirements of RCW
37 28A.405.210 and RCW 28A.405.300 as applicable.
38
39
40

¹ Employees who, by part time assignments, have accumulated the equivalent of one (1) year of full time experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.

² Employees who have been directly responsible for the supervision or coordination of other staff members or programs in an additional category satisfy the requirements of this paragraph with respect to such additional category: e.g., an elementary school principal satisfies the requirements of this paragraph with respect to the K-5 teaching category.

1 7. Employment Pool:
2

- 3 a. All certificated personnel who are not recommended for
4 retention in accordance with these procedures shall be
5 terminated from employment and placed in an employment pool
6 for possible re-employment for a period of up to one (1) year.
7 Employment pool personnel will be given the opportunity to fill
8 open positions within the categories or subject areas identified
9 in paragraph B3 for which they are qualified under paragraph
10 B4. If more than one such employee is qualified for an open
11 position, the criteria set forth in paragraph B5 shall be applied to
12 determine who shall be offered such position.
13
14 b. It shall be the responsibility of each employee placed in the
15 employment pool to notify the superintendent or his designee in
16 writing between January 1 and January 31, if such employee
17 wishes to remain in the employment pool for the balance of the
18 one-year period. If such notification is not received, the name
19 of any such employee shall be dropped from the employment
20 pool.
21
22 c. When a vacancy occurs for which person(s) in the employment
23 pool qualify, notification from the school district to each
24 individual will be by certified mail or by personal delivery. Such
25 individual will have ten (10) calendar days from the mailing of
26 the registered letter to accept the position. If an individual fails
27 to accept a position offered, such individual will be dropped
28 from the employment pool.
29
30 d. Teachers reduced would have priority on the substitute list.
31
32

33 ARTICLE 10.0 - NO STRIKE
34

35 Section 10.1 - No Strike Clause
36

37 The Association agrees that during the term of this Agreement, neither the
38 Association nor its members will authorize, instigate or engage in a strike, sit-down
39 or slow-down or picket against the District.
40

41 The Association agrees that in the event of a strike, sit-down or slow-down by
42 Association members, it will take such steps as are necessary and reasonable to
43 bring about compliance with the terms of this Agreement.
44
45
46
47
48

1 ARTICLE 11.0 - TEACHER EVALUATION

2
3 Section 11.1 - Purpose

4
5 The Riverview School District recognizes the unique potential inherent in each
6 learner (students, staff, parents, and community members). To support this, an
7 effective evaluation system that focuses on the improvement of instruction and
8 personal and professional growth to foster individual job satisfaction and satisfactory
9 job performance has been developed.

10
11 The foundation of this evaluation system comprises the opportunities and means for
12 individual employees to set and realize personal and professional goals consistent
13 with building and district educational philosophy, mission, and state law. This
14 evaluation system will be continuous, constructive, objective, flexible, and function in
15 an atmosphere of trust and respect. The process will be cooperative and
16 collaborative on the part of the evaluatee and evaluator. It is designed to promote
17 professional growth and development through productive and supportive dialogue
18 among staff and supervisors.

19
20 This evaluation system has been developed to ensure that the students of the
21 Riverview School District are taught by a dedicated, professional cadre of educators
22 who recognize their responsibility for their own professional growth and the need to
23 expand and use their knowledge, expertise, and effectiveness. This system also
24 ensures that administrators in their role as instructional leaders are dedicated to
25 provide the support and resources for the growth of the professional staff.

26
27 Section 11.2 Definition of Terms Summative/Formative Evaluation System

28
29 **Employee** = Certificated classroom teachers and certificated support personnel

30
31 **Provisional Employee** = An employee during the first two years of
32 employment in the Riverview School District, unless the employee has
33 previously completed at least two years of certificated employment in
34 another school district in the State of Washington, in which case this
35 term applies during the first year of employment with the Riverview
36 School District. (RCW 28A.405.220)

37
38 **Continuing Employee** = An employee who is not provisional.

39
40 **New Employee** = An employee during the first year of employment in
41 the school district.

42
43 **Formal Plan of Improvement** = This plan is developed by the supervisor with input
44 from the affected employee whose performance is unsatisfactory. The plan will
45 identify the specific area(s) of performance deficiency(ies) based on the "Area(s) of
46 Concern" noted on the Summative Evaluation Review (Form B), and a suggested,

1 specific, and reasonable program for improvement, including additional available
2 resources, timelines, and the expected performance outcomes.

3
4 **Informal Improvement Plan** = A collaborative plan developed by the employee and
5 supervisor to address areas which are marked as “Approaches Standard” on the
6 Summative Evaluation Review (Form B). This plan is not designed for use with an
7 employee whose performance is an “Area of Concern” and/or Unsatisfactory. It is
8 meant for professional growth purposes only.

9
10 **Conference** = A meeting between the employee and evaluator.

11
12 **Pre-Observation Conference** = This conference, held prior to a
13 Summative Observation, is designed for the employee and supervisor
14 to discuss the observation, objectives, strategies, and outcomes.

15
16 **Post-Observation Conference** = This conference is designed for the
17 supervisor to discuss the observation and the Summative Evaluation
18 Review Form (Form B) following a Summative Observation.

19
20 **Goal Conference** = This conference, held on or before October 30, is
21 designed for the employee in the formative process and supervisor to
22 discuss the employee's goal(s) for the year. Of the two (2) required
23 observations, the employee may designate a maximum of two (2)
24 scheduled visits.

25
26 **Mid-Year Conference** = This conference is designed to review
27 progress toward the Formative Strand employee's goal(s).

28
29 **Year-End Assessment Conference** = This conference is designed for
30 the supervisor to provide and review with the employee his/her
31 evaluation and/or a collaborative discussion regarding progress toward
32 goals.

33
34 **Scheduled Summative Observation** = A scheduled summative observation
35 includes a pre-observation conference, observation, and post-observation
36 conference.

37
38 **Unscheduled Summative Observation** = An unscheduled observation for an
39 employee on the summative process includes the observation and post-observation
40 conference.

41
42 **Formative Visit** = A formative visit consists of a minimum of two (2) ten-to-fifteen
43 minute classroom visits by the supervisor each year. Employees may choose to
44 have up to two of the two required classroom visits be scheduled.

45
46 **Objective** = An objective has a measurable result and can be accomplished within a
47 specific time period. Objectives guide planning of activities.

1 **Activity** = This is the action taken to reach an objective. It involves a direct
2 experience by the student.

3
4 **Goal** = A goal is an end one strives to attain. A goal is general in scope and may be
5 thought of as providing direction. Although goals are not usually measurable, they
6 are achieved by meeting objectives.

7
8 **Standards for Quality Teaching and Learning** = These are the state and District
9 required evaluation guidelines the evaluator will use in evaluating employee
10 performance.

11
12 **Indicators** = District adopted evaluation guidelines that clarify or define the criterion
13 the evaluator will use in evaluating employee performance.

14
15 **Observation** = Observation of the employee in the performance of his/her assigned
16 duties by the evaluator.

17
18 **Summative Evaluation Review Form (Form B)** = Form used to document what is
19 observed by the evaluator in the observation and evaluation of the employee in the
20 performance of his/her assigned duties.

21
22 **Certificated Personnel Year End Assessment Report (Form D)** = Evaluation
23 form adopted by the District to document personnel performance.

24
25 **Probation** = A period of time, beginning after October 15th but no later than
26 February 1st, and ending sixty (60) school days after the start date, during which the
27 employee has the opportunity to demonstrate improvements in his/her areas of
28 deficiency.

29
30 **Meets or Exceeds Standards** = Meets or exceeds expectations for a specific
31 standard on the Summative Evaluation Review (Form B).

32
33 **Approaches Standard** = working toward expectations for a specific standard on the
34 Summative Evaluation Review (Form B). This may require an informal improvement
35 plan be developed.

36
37 **Area of Concern** = Does not meet expectations for a specific standard on the
38 Summative Evaluation Review (Form B). A Formal Plan of Improvement is required.

39
40 **Satisfactory** = Meets or exceeds expectations for a specific standard on the
41 Standards for Quality Teaching and Learning - Summative Evaluation Review (Form
42 B). An employee marked as "Approaching Standard" on the Summative Evaluation
43 Review (Form B) should be marked as "Satisfactory" on the Year End Assessment
44 Report (Form D).

45

1 **Unsatisfactory** = Does not meet expectations for a specific indicator and/or criterion
2 on the Summative Evaluation Review (Form B) and is reported on the Year End
3 Assessment Report (Form D).

4
5 Section 11.3– Summative/Formative Evaluation Procedures (RCW 28A.405.100 (5))

6
7 **A. Summative Evaluation Strand**

8
9 This Evaluation Process is used for the first three (3) years an employee is
10 employed in the District and a specified time thereafter. The employee or
11 evaluator may request that the Summative Form process of this Agreement
12 be conducted in any given school year. If a teacher changes building location
13 or supervising administrator, the Summative Form of Evaluation may be
14 used. The employee shall be observed for the purposes of evaluation at
15 least twice, total observation time shall not be less than sixty (60) minutes, in
16 the performance of his/her assigned duties. At least one (1) observation shall
17 be a minimum of thirty (30) minutes.

18
19 Evaluators with concern that an employee's performance rating may be
20 Unsatisfactory will activate the Summative Form process, and so inform the
21 employee.

22
23 **Summative Strand Procedures:**

- 24
25 1. The employee on the Summative Strand and the supervisor will
26 schedule on or before October 1st two (2) observations including pre
27 and post conferences. Other observations will be determined by the
28 evaluator.
29
30 2. Each school year the frequency/duration of observations shall be as
31 follows:
32
33 a. All employees in the Summative Strand shall be observed for
34 the purposes of evaluation at least twice in the performance of
35 their assigned duties. Of the two (2) required observations the
36 employee may designate a maximum of two (2) scheduled
37 observations;
38 b. At least one (1) observation for the Summative Strand shall be
39 a minimum of thirty (30) minutes;
40 c. New employees shall be observed at least once for a total
41 observation time of thirty (30) minutes during the first ninety (90)
42 calendar days of their employment period;
43 d. Total observation time for each employee on the Summative
44 Strand for each school year shall not be less than sixty (60)
45 minutes. After three (3) years of satisfactory evaluation in the
46 Summative Strand, an employee may qualify for the Formative
47 Evaluation Strand.

- 1 3. Following each observation or series of observations, the
2 principal/designee shall promptly document the results of the
3 observation in writing, using the Summative Evaluation Review (Form
4 B), and shall provide the employee with a copy thereof within three (3)
5 school days after such report is prepared.
6
- 7 4. Following the completion of each Summative Evaluation Review (Form
8 B), a meeting within ten (10) school days shall be held between the
9 principal/designee and the employee to discuss the report.
10
- 11 5. The Summative Evaluation Review (Form B) may be developed prior,
12 during or subsequent to the evaluation conference.
13

14 B. Formative Evaluation Strand

15
16 The purpose of the formative strand is the following:
17

- 18 1. To improve instruction and learning environment for all students in the
19 District
20
- 21 2. To provide staff members a collaborative process for educational risk
22 taking and experimentation
23
- 24 3. To create a long term commitment to professional excellence
25
- 26 4. To provide an avenue for encouraging outstanding performance
27
- 28 5. To foster collegiality and trust
29
- 30 6. To support employees in self-initiated growth and change
31

32 Formative Strand Procedures:
33

- 34 1. After an employee has three (3) years of satisfactory Summative
35 Strand evaluations within the District, the employee may qualify for the
36 Formative Evaluation Strand process.
37
- 38 2. Goal Development
39 a. The employee formulates a maximum of three goal(s) and
40 meets with his/her supervisor to collaboratively discuss the
41 goals and develop an action plan for each goal by October 30th.
42 This plan shall be recorded on the Formative Evaluation Strand
43 Form (Form C);
44
- 45 b. Goal development may be a shared process with a team of
46 colleagues and the supervisor. In developing the goals, the

1 method of assessment, the timelines and any support that is to
2 be provided by the District will be identified and put in writing;
3

4 c. The supervisor for employees on the Formative Plan serves as
5 an advisor, facilitator and/or resource, not as an evaluator. The
6 primary responsibility for monitoring the plan lies with the
7 employee. Evaluators concerned about Unsatisfactory
8 performance of an employee currently on the Formative Plan
9 can activate the Summative Form process and so inform the
10 employee.

11
12 d. Goals shall be related to the School Improvement Plan,
13 Essential Academic Learning Requirements, District Mission,
14 Standards for Quality Teaching and Learning, or professional
15 growth.
16

17 3. The supervisor will participate in two (2) 10-15 minute classroom visits
18 which may be scheduled in advance. These visits will be documented
19 on the Year End Assessment Report (Form D).
20

21 4. Between January 1st and March 31st the employee and supervisor will
22 meet to discuss progress or adjust the plan (Formative Evaluation
23 Strand Form – Form C).
24

25 5. Prior to June 1st the supervisor and the employee will meet to
26 complete the “Progress Made toward Goals” section of the Formative
27 Evaluation Strand Form (Form C) and to sign the Year End
28 Assessment Report (Form D). This meeting can also be used to
29 suggest planning for the next year.
30

31 Following the meeting the supervisor will send the Year End
32 Assessment Report and the Formative Evaluation Strand Form to the
33 Human Resources Department.
34

35 6. It is anticipated and expected that employees will have room for
36 improvement and should not become alarmed simply because
37 suggestions are made for improving performance. The Formative
38 Evaluation Strand process may not be used as a basis for determining
39 that an employee's work is unsatisfactory or as probable cause for the
40 non-renewal of an employee's contract. Year End Assessment Report
41 (Form D) from the Formative Evaluation Strand should rate the
42 employee Satisfactory. Evaluators with concern that an employee's
43 performance rank may be Unsatisfactory will activate the Summative
44 Evaluation process and so inform the employee.
45

46 7. If a teacher changes building location or supervising administrator, the
47 Summative Evaluation process may be followed for that year.
48

- 1 8. The employee or evaluator may request that the Summative
2 Evaluation process of this Agreement be conducted in any given
3 school year.
4

5 Section 11.4 - Evaluation Requirements for the Summative/Formative Process
6

7 A. Responsibility for Evaluation: Within each school the principal/designee will
8 be responsible for the evaluation of employees assigned to that school. An
9 employee assigned to more than one school shall be evaluated by the
10 principal/designee of the home school. The administrative organization plan
11 of the school district shall be used to determine lines of responsibility for
12 evaluation of any employee who is not regularly assigned to any school. Any
13 principal or other supervisor may designate other certificated staff members
14 to assist in the observation and evaluation process, providing that such staff
15 members are not members of the bargaining unit represented by the
16 Association. A teacher in a specialized area may request a cooperative
17 evaluation including the supervisor of that area.
18

19 B. Evaluation Criteria: Each employee shall be evaluated in accordance with
20 the Standards for Quality Teaching and Learning appropriate to the
21 employee's position and evaluation strand. Such evaluations shall be
22 documented on the form appropriate to the employee's evaluation strand.
23 See process for Summative and Formative Strands.
24

25 C. Required Evaluation: (RCW 28A.405.100)
26

- 27 1. All first-year provisional employees shall be evaluated within the first
28 ninety (90) calendar days of the commencement of their employment.
29
- 30 2. All employees, including new employees, shall be evaluated annually,
31 such evaluations to be completed not later than June 1 of the school
32 year in which the evaluation takes place.
33
- 34 3. If an employee is transferred to another position not under the
35 supervisor's jurisdiction, an evaluation shall be made at the time of
36 such transfer.
37
- 38 4. If an employee resigns during the school year, a final evaluation shall
39 be completed prior to the resignation date.
40
- 41 5. If the supervisor contemplates recommending that an employee be
42 placed on probation, an evaluation shall be made on or prior to the
43 beginning of the probationary period.
44

45 D. General Procedures:
46

- 47 1. The employee shall sign the school district's copy of the Summative
48 Evaluation Review Form (Form B) and/or Year End Assessment

1 Report (Form D) to indicate participation in, but not necessarily
2 concurrence with, the form and/or report. Where disagreement exists,
3 the employee shall attach a statement of the elements of
4 disagreement.
5

6 Section 11.5- Unsatisfactory Performance
7

8 A. Provisional Employees
9

- 10 1. Any provisional employee may be subject to non-renewal during the
11 term of his/her provisional contract status with the Riverview School
12 District, consistent with the terms herein and state law.
13
- 14 2. First year provisional employees will receive an evaluation on or before
15 the first ninety (90) calendar days of the employee's employment.
16
- 17 3. Provisional employees having performance deficiencies will be
18 promptly notified in writing of such deficiency. Such provisional
19 employee will receive recommendation for corrective action no later
20 than fifteen (15) workdays from the observation at which the
21 performance deficiencies were observed.
22
- 23 4. In the event the Superintendent of the Riverview School District
24 determines that the employment contract of any provisional employee
25 should not be renewed by the District for the next school year, the
26 Superintendent shall notify the provisional employee in writing on or
27 before May 15th, stating the reason(s) for non-renewal. At the same
28 time that said letter is provided to the provisional employee, a copy of
29 said letter shall also be provided to the REA President.
30
- 31 5. The provisional employee may request a reconsideration of the non-
32 renewal pursuant to the procedures in RCW 28A.405.220.
33

34 B. Continuing Employees (RCW 28A.405.100)
35

- 36 1. A continuing employee whose work is judged to be Unsatisfactory
37 based upon established performance criteria shall be so notified and
38 placed on probation, subject to the following procedures:
39
- 40 a. If a supervisor determines on the basis of the evaluation criteria
41 that the performance of an employee under his/her supervision
42 is Unsatisfactory, the supervisor shall report the same in writing
43 to the Superintendent and employee at any time after October
44 15th. The report shall include the following:
45
- 46 (i) The evaluation report prepared pursuant to Article 11.0;
47

- 1 (ii) A recommended specific and reasonable program
2 designed to assist the employee in improving his/her
3 performance.
4
- 5 b. If the Superintendent concurs with the supervisor's evaluation
6 that the performance of the employee is unsatisfactory, the
7 Superintendent shall place the employee in a probationary
8 status at any time after October 15th but not later than February
9 1st. The employee shall be given written notice of the action of
10 the Superintendent which shall contain the following
11 information:
12
- 13 (i) Specific area(s) of deficiency(ies);
14
- 15 (ii) A specific and reasonable program for improvement;
16
- 17 (iii) A statement indicating the date on which the
18 probationary period will end. This date will be sixty (60)
19 school days following the start date.
20
- 21 (iv) A statement indicating the purpose of the probationary
22 period is to give the employee the opportunity to
23 demonstrate improvement in his/her area(s) of
24 deficiency(ies).
25
- 26 c. If the Superintendent does not concur with the supervisor's
27 recommendation for probation, he/she shall notify in writing the
28 principal/designee and the employee of his/her final
29 determination.
30
- 31 d. At or about the time of the delivery of the probationary letter, the
32 principal/designee shall meet with the probationary employee to
33 discuss the performance deficiency(ies) and the remedial
34 measures to be taken. The employee will have the right to have
35 a representative of the Association present at said meeting.
36
- 37 e. The supervisor may authorize one (1) additional certificated
38 employee to evaluate the probationer and to aid the employee
39 in improving his/her area(s) of deficiency.
40
- 41 f. During the probation period, the principal/designee will meet
42 with the probationary employee at least twice monthly to
43 supervise and make written evaluation of the progress, if any,
44 made by the employee.
45
- 46 g. During the period of probation, the employee may not be
47 transferred from the supervision of the original evaluator, except
48 in an emergency. For the purpose of this subsection, an

1 emergency shall be defined as the placement of the original
2 evaluator on a leave of absence owing to illness, injury or
3 disability or the termination of employment of the original
4 evaluator. Improvement of performance or probable cause for
5 non-renewal must occur and be documented by the original
6 evaluator before any consideration of a request for transfer or
7 reassignment as contemplated by either the individual or the
8 school district.
9

10 h. The probationer may be removed from probation at any time if
11 he/she had demonstrated improvement to the satisfaction of the
12 principal/designee in the area(s) specifically detailed in his/her
13 notice of probation.
14

15 i. Unless the probationary employee has previously been
16 removed from probation, the principal/designee will submit a
17 written report to the Superintendent at the end of the
18 probationary period. This report shall identify whether the
19 performance of the probationary employee has improved and
20 shall set forth one of the following recommendations for further
21 action:
22

23 (i) That the employee has demonstrated sufficient
24 improvement in the stated area(s) of deficiency to justify
25 the removal of the probationary status; or,
26

27 (ii) That the employee has not demonstrated sufficient
28 improvement in the stated area(s) of deficiency and
29 action should be taken to non-renew the employment
30 contract of the employee.
31

32 j. Following a review of any report submitted pursuant to this
33 section, the Superintendent shall determine which of the
34 alternative courses of action is proper and shall take
35 appropriate action to implement such determination. The
36 employee will be notified in writing, on or before May 15th, of
37 the Superintendent's final determination.
38

39 k. Immediately following the completion of a probationary period
40 that does not produce the performance changes detailed in the
41 initial notice of deficiencies and improvement program, the
42 employee may be removed from his or her assignment and
43 placed into an alternative assignment for the remainder of the
44 school year. This reassignment may not displace another
45 employee nor may it adversely affect the probationary
46 employee's compensation or benefits for the remainder of the
47 employee's contract year. If such reassignment is not possible,

1 the District may, at its option, place the employee on paid leave
2 for the balance of the contract term.

- 3
4 2. The continuing employee may appeal the non-renewal pursuant to the
5 procedures in RCW 28A.405.210.

6
7 Section 11.6 - Standards for Quality Teaching and Learning and Goal Planning

8
9 The Standards for Quality Teaching and Learning which follow are to be used in the
10 evaluation of the performance of all employees on the Summative Strand in each
11 respective group. Each charted standard describes the expected behaviors and/or
12 abilities in that performance area.

13
14 An employee's performance will be judged to have met a standard by demonstrating
15 the expected behaviors and/or abilities stated in the Standards for Quality Teaching
16 and Learning.

17
18 The descriptive indicators charted within each standard are to be used as a guide to
19 determine whether the employee's performance has met the Standard. It is
20 recognized that it may not be possible to observe performance concerning every
21 indicator.

22
23 The specific Standards for Quality Teaching and Learning and the indicators for
24 each Standard may not be added to except by mutual agreement of the District and
25 Association.
26

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
1 Classroom Environment	Year 1 + Year 2+ Year 3	<ol style="list-style-type: none"> Staff interactions with some students are negative, demeaning or sarcastic. Staff/student interactions are neutral: little or no rapport has been established. Staff interactions with students are inappropriate to the students' culture, gender and/or developmental level. Staff is unaware of or unresponsive to student/student interactions which are characterized by conflict, sarcasm or put-downs. The classroom environment is not conducive to learning. Staff conveys a negative attitude toward what is being taught, suggesting that it is not important or is mandated by others. 	<ol style="list-style-type: none"> Staff/student interactions are civil, respectful and positive. Staff has developed positive rapport with students. Staff/student interactions demonstrate caring and are appropriate to students' culture, gender and developmental level. Staff uses language and strategies that promote student/student interactions which are generally civil, polite and respectful. The classroom environment and arrangement is safe and conducive to learning. Conveys genuine enthusiasm for what is being taught, and promotes students interest in learning. 	<ol style="list-style-type: none"> Staff genuinely appreciates and respects all students. Staff creates personal connection with students that enhance learning. Staff makes an extra effort to demonstrate caring and to speak and act in ways that are appropriate to students' culture, gender and developmental level. Staff uses language and strategies that promote genuine caring for and encouragement of each other. The classroom environment and arrangement is safe and extra effort is made so that learning takes place in an inviting and stimulating environment. Staff creates an environment in which students demonstrate, through their active participation and pride in their work, that they value the importance of what is taught.
	Year 2 + Year 3	<ol style="list-style-type: none"> Uses minimal resources for planning, teaching and classroom activities. 	<ol style="list-style-type: none"> Uses a narrow range of resources for planning, teaching and classroom activities. 	<ol style="list-style-type: none"> Uses multiple resources for planning, teaching and classroom activities.

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

		Approaches Standard	Meets Standard	Exceeds Standard
2 Classroom Management	Year 1 + Year 2 + Year 3	<p>1. Student behavior expectations are not consistent with school and district discipline policies.</p> <p>2. Expectations for student behavior do not appear to have been established, or students are confused as to what the expectations are.</p> <p>3. Staff's spoken language is inaudible and/or written language is illegible. Spoken or written language may contain grammatical errors and vocabulary inappropriate to student's level.</p> <p>4. Much time is lost during transitions and/or class begins late.</p> <p>5. Response to misbehavior is inappropriate and does not demonstrate respect for students.</p>	<p>1. Student behavior expectations are consistent with school and district discipline policies.</p> <p>2. Clearly defines, communicates and provides behavior expectations to students and parents.</p> <p>3. Communications are clear, correct, and appropriate to students' levels and interests.</p> <p>4. Transitions occur smoothly with little loss of instructional time.</p> <p>5. Response to misbehavior is appropriate and demonstrates respect for students.</p>	<p>1.</p> <p>2. Works with students and parents so they demonstrate clear understanding and full support of classroom and school behavior expectations.</p> <p>3. Spoken and written language is correct, expressive, and enriches the lesson.</p> <p>4. Transitions are seamless, with students assuming some responsibility for efficient operation.</p> <p>5. Response to misbehavior is appropriate and demonstrates respect for students and fosters a sense of community.</p>
	Year 2 + Year 3	<p>6. Is inflexible and unable to adjust to changing and unexpected situations.</p> <p>7. Discipline is erratic and unpredictable.</p> <p>8. Seldom develops and implements student remediation plan for behavior concerns in collaboration with parents, support staff and administrators.</p>	<p>6. Adjusts to changing and unexpected situations.</p> <p>7. Uses a variety of progressive interventions to encourage appropriate behavior.</p> <p>8. Develops and implements student remediation plan for behavior concerns in collaboration with parents, support staff and administrators.</p>	<p>6. Is flexible and is able to incorporate changing and unexpected situations into instructional plan.</p> <p>7. Is creative in using a variety of progressive interventions to encourage appropriate behavior.</p> <p>8. Creatively develops and implements student remediation plan for behavior concerns. Actively seeks collaboration with parents, support staff and administrators; provides school and district leadership in the area.</p>

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
3 Lesson Planning and Design	Year 1 + Year 2 + Year 3	<p>1. No evidence of pre-planned lessons.</p> <p>2. Does not design curriculum to focus on district curriculum and documents.</p>	<p>1. Lesson plans are sometimes vague and incomplete.</p> <p>2. Aware of district adopted curriculum and documents and uses occasionally.</p>	<p>1. Lesson plans are specific and clearly evident; technology is incorporated consistently.</p> <p>2. Designs instruction to focus on district adopted curriculum and documents; all instruction is designed to be congruent with district direction; incorporates technology consistently; provides school and district leadership in the area.</p>
	Year 2 + Year 3	<p>3. Lesson/unit objectives are unclear and confused. Objectives do not include explicit instruction in skills including reading, writing, and communication.</p> <p>4. Never incorporates technology resources into lesson plans or provides technology references for students even though technology is available and would enrich student learning.</p> <p>5. Does not reflect on a lesson's success or achievement of instructional goals.</p>	<p>3. Lesson/unit objectives can be inferred and/or are primarily activity based.</p> <p>4. Infrequently incorporates technology resources into lesson plans and provides technology references for students when appropriate.</p> <p>5. Has a generally accurate impression of a lesson's effectiveness and the extent to which goals were met.</p>	<p>3. Lesson/unit objectives are clearly communicated and include explicit instruction in skills including reading, writing, and communication.</p> <p>4. Consistently incorporates technology resources into lesson plans; models use of appropriate technology in instruction.</p> <p>5. Makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.</p>
	Year 3	<p>6. Embeds neither current research nor best practice in instruction and activities.</p>	<p>6. Embeds current research and best practice in some instruction and activities.</p>	<p>6. Investigates current research on a self-directed basis.</p>

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

		Approaches Standard	Meets Standard	Exceeds Standard
4 Instructional Practice	Year 1 + Year 2 + Year 3	<ol style="list-style-type: none"> Directions are unclear and/or confusing. Provides learning activities that do not engage the learner, and that are not suitable for meeting instructional goals. Seldom uses strategies that involve students in higher levels of thinking. 	<ol style="list-style-type: none"> Directions are evident but may lack clarity. Occasionally provides learning activities that engage the learner, and that are suitable for meeting the instructional goals. Begins to use strategies that involve students in higher levels of thinking. 	<ol style="list-style-type: none"> Directions are clear and complete. Consistently provides learning activities that engage the learner, and that are suitable for meeting the instructional goals. Uses strategies that involve students in higher levels of thinking.
	Year 2 + Year 3	<ol style="list-style-type: none"> Pacing is erratic and not connected to student needs and interests. Seldom uses strategies that expand student responses, encourage independent and creative thinking and promote discussion among students. Seldom facilitates student use of computers and other available technology as a learning tool infused into curriculum. 	<ol style="list-style-type: none"> Pacing inconsistently based on student needs and interests. Begins to use strategies that expand student responses, encourage independent and creative thinking and promote discussion among students. Begins to facilitate student use of computers and other available technology as a learning tool infused into curriculum. 	<ol style="list-style-type: none"> Pacing is appropriate, varied, and enhances student interest and engagement. Creatively blends and combines strategies, incorporating a variety of technologies. Seamlessly infuses technology into curriculum, assessment and instruction; includes infusion of productivity application (Excel, Word, Outlook, etc.) in student products to facilitate synthesis. Students collaborate to use technology in presentations.
		<ol style="list-style-type: none"> Directions are clear and complete. Students have learned strategies to answer own questions. Serves as a school and district resource for the modeling of learning activities that engage the learner, are suitable for meeting the instructional goals, and that utilize appropriate technology. Uses and models multiple strategies that involve students in higher levels of thinking; provides school and district leadership in the area. 	<ol style="list-style-type: none"> Directions are clear and complete. Consistently provides learning activities that engage the learner, and that are suitable for meeting the instructional goals. Uses strategies that involve students in higher levels of thinking. 	<ol style="list-style-type: none"> Directions are clear and complete. Students have learned strategies to answer own questions. Serves as a school and district resource for the modeling of learning activities that engage the learner, are suitable for meeting the instructional goals, and that utilize appropriate technology. Uses and models multiple strategies that involve students in higher levels of thinking; provides school and district leadership in the area.
		<ol style="list-style-type: none"> Pacing is erratic and not connected to student needs and interests. Seldom uses strategies that expand student responses, encourage independent and creative thinking and promote discussion among students. Seldom facilitates student use of computers and other available technology as a learning tool infused into curriculum. 	<ol style="list-style-type: none"> Pacing is inconsistent based on student needs and interests. Uses strategies that expand student responses, encourage independent and creative thinking, and promote discussion among students. Facilitates student use of computers and other available technology as a learning tool infused into curriculum. 	<ol style="list-style-type: none"> Pacing is appropriate, varied, and enhances student interest and engagement. Creatively blends and combines strategies, incorporating a variety of technologies. Seamlessly infuses technology into curriculum, assessment and instruction; includes infusion of productivity application (Excel, Word, Outlook, etc.) in student products to facilitate synthesis. Students collaborate to use technology in presentations.

Standards for Quality Teaching and Learning for Classroom Teachers

		Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
4 Instructional Practice	Year 3	8. Relies primarily on lecture and seatwork as instructional strategies.	8. Begins to incorporate a variety of instructional strategies and activities to promote student learning and meet individual needs.	8. Uses a variety of instructional strategies and activities to promote student learning and meet individual needs.	8. Selects from a large repertoire of instructional strategies and activities, which are highly relevant to students and to instructional goals. The activities proceed coherently and reflect recent research and best professional practice; provides school and district leadership in the area.

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
5 Assessment	Year 1 + Year 2 + Year 3			
	1. Seldom monitors for student understanding.	1. Begins to monitor frequently and consistently for student understanding.	1. Monitors frequently and consistently for student understanding.	1. Monitors frequently and consistently for student understanding; students are taught to monitor own understanding and seek information appropriately.
	2. Relies on a single test method for student assessment.	2. Uses a few classroom assessment tools such as rubrics, scales, checklists, and tests to monitor student learning and set future goals.	2. Uses multiple assessment tools appropriately, (e.g. rubrics, scales, checklists, and tests) to monitor student learning and set future goals.	2. Uses multiple assessment tools appropriately, (e.g. rubrics, scales, checklists, and tests) to monitor student learning and set future goals; incorporates appropriate technology.
	3. Demonstrates little or no use of performance assessments to measure student learning.	3. Demonstrates limited use of performance assessments to measure student learning.	3. Uses performance assessments to measure student learning.	3. Designs and uses performance assessments to measure student learning; provides school and district leadership in the area.
	4. Limited or no communication with parents about the instructional program and students' progress.	4. Communicates infrequently with parents about the instructional program and students' progress.	4. Communicates consistently with students and parents about the instructional program and students' progress.	4. Uses appropriate electronic record keeping, e-mail and newsletters to communicate consistently with students and parents about the instructional program and students' progress.
	Year 2 + Year 3			
5. Fails to connect assessments to goals or communicate assessment criteria and standards to students and parents.	5. Connects some assessments to instructional goals. Sometimes communicates assessment criteria and standards to students and parents.	5. Deliberately connects assessments to instructional goals and communicates assessment criteria and standards to students and parents.	5. Designs and implements assessments that are completely congruent with instructional goals, both in content and process, and clearly communicates assessment criteria and standards to students	
Year 3				
6. Expects no student involvement in the assessment process either through goal setting or self-reflection.	6. Limited student involvement in the assessment process.	6. Promotes student involvement in the assessment process through goal setting and self-reflection.	6. Promotes on-going student self-assessment; students use self-knowledge to shape future decisions.	

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

		Approaches Standard	Meets Standard	Exceeds Standard
6 Professional Development and Responsibilities	Year 1 + Year 2 + Year 3			
	1. Never uses computer technology even when available and appropriate to communicate with students, staff and parents.	1. Begins to use computer technology as appropriate to communicate with students, staff and parents.	1. Uses computer technology as appropriate to communicate with students, staff and parents.	1. Seeks opportunities to use computer technology (e.g. newsletters, e-mail, web pages).
	2. Does not respond or responds inappropriately to parent questions and concerns.	2. Responds inconsistently to parent questions and concerns.	2. Responds to parent questions and concerns in an appropriate and timely manner.	2. Consistently provides information to parents on both positive and negative aspects of student progress. Responses to parent questions and concerns are handled sensitively.
	3. System for managing paperwork and timelines is poor or non-existent.	3. Maintains a rudimentary and partially effective system for managing paperwork and timelines.	3. Uses an effective system for managing paperwork and timelines.	3. Employs a fully effective system for managing paperwork and timelines that incorporates technology.
	4. Does not maintain accurate and/or timely records.	4. Keeps some systems, using appropriate technology, for maintaining accurate and timely records.	4. Keeps systems, using appropriate technology, for maintaining accurate and timely records (tracking assignments, attendance, etc.).	4. Uses a fully effective system, using appropriate technology, for maintaining accurate and timely records.
	5. Both oral and written information are frequently unclear or unprofessional.	5. Oral and/or written information is usually clear and professional.	5. Presents information clearly and professionally in both oral and written form.	5. Both oral and written information are consistently clear, articulate, and professional. Can be used as a model for others; provides school and district leadership in the area.
	6. Does not maintain confidentiality concerning information about students and their families.	6.	6. Maintains confidentiality concerning information about students and their families.	6.
7. Is often absent from staff meetings and fails to become informed.	7. Usually attends staff meetings and occasionally participates.	7. Regularly attends staff meetings and participates.	7. Participates constructively at staff meetings.	

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

		Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
6 Professional Development and Responsibilities	Year 1 + Year 2 + Year 3 (cont.)	<p>8. Seldom works within the context of a team or department to help students learn.</p> <p>9. Does not adhere to or enforce state law, board policy and established school procedures.</p> <p>10. Avoids being involved in school and district programs, projects and events.</p>	<p>8. Begins to work within the context of a team or department to ensure that all students learn.</p> <p>9. Inconsistently adheres to and enforces state law, board policy and school procedures.</p> <p>10. Participates in school and district programs, projects and events when specifically asked.</p>	<p>8. Works within the context of a team or department to ensure that all students learn.</p> <p>9. Adheres to and enforces state law, board policy and established school procedures.</p> <p>10. Participates in school and district programs, projects and events.</p>	<p>8. Makes a particular effort to challenge negative attitudes and helps to assure that all students, particularly those who are traditionally underserved, are honored within the school.</p> <p>9. Adheres to and enforces state law, board policy and helps develop aligned school procedures.</p> <p>10. Volunteers to participate in school and district programs, projects and events, making a substantial contribution or assuming a leadership role in a major school or district project.</p>
	Year 2 + Year 3	<p>11. Engages in little or no professional development activities to enhance knowledge or skill.</p> <p>12. Does not use self-assessment and information from others to identify own performance strengths, limitations, and/or shape practices.</p> <p>13. Makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>11. Participates in professional development to a limited extent when opportunities are convenient or required.</p> <p>12. Uses some self-assessment and information from others to identify own performance strengths, limitations, and shape practices.</p> <p>13. Begins to provide support to and seeks support from professional colleagues.</p>	<p>11. Seeks opportunities for professional development to enhance content knowledge, teaching skills, and technical skills.</p> <p>12. Uses self-assessment and information from others to identify own performance strengths, limitations, and shape practices.</p> <p>13. Provides support to and seeks support from professional colleagues. Discusses problems, new ideas, gives/receives feedback, respecting/accepting various viewpoints.</p>	<p>11. Seeks opportunities for professional development and makes systematic attempt to conduct action research and to incorporate current, available technology; provides school and district leadership in the area.</p> <p>12. Seeks information from others to identify performance strengths, limitations, and shape practices; systematically dedicates time to self-assessment.</p> <p>13. Initiates important activities to contribute to the profession (e.g. mentor new teachers, write articles for publication, present at conferences).</p>

Riverview School District
Standards for Quality Teaching and Learning for Classroom Teachers

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
6 Professional Development and Responsibilities	Year 2 + Year 3 14. Does not participate in decision-making and/or makes decisions on self-serving interests.	14. Begins to participate in decision-making.	14. Participates in decision-making to ensure decisions are based on the highest professional and democratic principles.	14. Takes a leadership role in team, department or school decision-making processes and helps ensure decisions are based on the highest professional and democratic principles.
	Year 3 15. Seldom serves on school and district committees even when appropriate.	15. Usually serves on school and district committees as appropriate.	15. Serves on school and district committees as appropriate.	15. Provides leadership to school and district committees.
	16. Makes no effort to participate in school's improvement and refinement of curriculum, assessment and instructional practices.	16. Participates minimally in school's improvement and refinement of curriculum, assessment and instructional practices.	16. Participates in school's improvement and refinement of curriculum, assessment and instructional practices.	16. Provides leadership in school's improvement and refinement of curriculum, assessment and instructional practices.

**RIVERVIEW SCHOOL DISTRICT
STANDARDS FOR QUALITY TEACHING AND LEARNING FOR CLASSROOM TEACHERS
SUMMATIVE EVALUATION REVIEW
(Form B)**

Name:

Date:

Position:

School:

Evaluator Name:

Pre-Observation Date:

Observation Date:

Post-Observation Date:

Evaluator: Mark one box in each area that summarizes your evaluation.

Classroom Environment			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Staff/student interactions are civil, respectful and positive. 2. Staff has developed positive rapport with students. 3. Staff/student interactions demonstrate caring and are appropriate to students' culture, gender and developmental level. 4. Staff uses language and strategies that promote student/student interactions which are generally civil, polite and respectful. 5. The classroom environment and arrangement is safe and conducive to learning. 6. Conveys genuine enthusiasm for what is being taught, and promotes students interest in learning.			Comments:
Year 2 + Year 3			
7. Uses multiple resources for planning, teaching and classroom activities.			
Classroom Management			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Student behavior expectations are consistent with school and district discipline policies. 2. Clearly defines, communicates and provides behavior expectations to students and parents. 3. Communications are clear, correct, and appropriate to students' levels and interests. 4. Transitions occur smoothly with little loss of instructional time. 5. Response to misbehavior is appropriate and demonstrates respect for students.			Comments:
Year 2 + Year 3			
6. Adjusts to changing and unexpected situations. 7. Uses a variety of progressive interventions to encourage appropriate behavior. 8. Develops and implements student remediation plan for behavior concerns in collaboration with parents, support staff and administrators.			
Lesson Planning and Design			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Lesson plans are specific and clearly evident. 2. Designs instruction to focus on district adopted curriculum and documents.			Comments:
Year 2 + Year 3			
3. Lesson/unit objectives are clearly communicated and include explicit instruction in skills including reading, writing, and communication. 4. Incorporates technology resources into lesson plans and provides technology references for students when appropriate. 5. Makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and makes suggestions to refine the lesson.			
Year 3			
6. Embeds current research and best practice in instruction and activities.			

Instructional Practice			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Directions are clear and complete. 2. Provides learning activities that are motivating and suitable to students and instructional goals. 3. Uses strategies that involve students in higher levels of thinking.	Comments:		
Year 2 + Year 3			
4. Determines pacing based on student needs and interests. 5. Uses strategies that expand student responses, encourage independent and creative thinking, and promote discussion among students. 6. Facilitates student use of computers and other available technology as a learning tool infused into curriculum. 7. Uses multiple resources to deliver instruction.			
Year 3			
8. Uses a variety of instructional strategies and activities to promote student learning and meet individual needs.			
Assessment			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Monitors frequently and consistently for student understanding. 2. Uses multiple assessment tools appropriately, (e.g. rubrics, scales, checklists, and tests) to monitor student learning and set future goals. 3. Uses performance assessments to measure student learning. 4. Communicates consistently with students and parents about the instructional program and students' progress.	Comments:		
Year 2 + Year 3			
5. Deliberately connects assessments to instructional goals and communicates assessment criteria and standards to students and parents.			
Year 3			
6. Promotes student involvement in the assessment process through goal setting and self-reflection.			
Professional Development and Responsibilities			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Uses computer technology as appropriate to communicate with students, staff and parents. 2. Responds to parent questions and concerns in an appropriate and timely manner. 3. Uses an effective system for managing paperwork and timelines. 4. Keeps systems, using appropriate technology, for maintaining accurate and timely records (tracking assignments, attendance, etc.) 5. Presents information clearly and professionally in both oral and written form. 6. Maintains confidentiality concerning information about students and their families. 7. Attends staff meetings. 8. Works within the context of a team or department to ensure that all students learn. 9. Adheres to and enforces state law, board policy and established school procedures. 10. Participates in school and district programs, projects and events.	Comments:		

Professional Development and Responsibilities			
Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
11. Seeks opportunities for professional development to enhance content knowledge, teaching skills, and technical skills. 12. Uses self-assessment and information from others to identify own performance strengths, limitations and shape practices. 13. Provides support to and seeks support from professional colleagues. Discusses problems new ideas, gives/receives feedback, respecting/accepting various viewpoints. 14. Participates in decision-making to ensure decisions are based on the highest professional and democratic principles.			Comments:
Year 3			
15. Serves on school and district committees as appropriate. 16. Participates in school's improvement and refinement of curriculum, assessment and instructional practices.			

If all criteria are marked Meets or Exceeds Standards, the employee, in collaboration with the evaluator, sets a professional goal. (The responsibility for evaluating this goal lies with the employee.)

GOAL:

If any criterion is/are marked Approaches Standard, the supervisor and employee will discuss assistance and suggestions on how growth can be made and may develop an informal improvement plan.

SUGGESTIONS/PLAN:

If any criterion is/are marked Areas of Concern, the evaluator will note the specific indicator(s) and develop a Plan of Improvement. (Refer to evaluation section of the Negotiated Agreement.)

Employee:

Date:

Evaluator:

Date:

Note: Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, the evaluation conference.

Copy to: Employee, Supervisor and Personnel

Riverview School District
Standards for Quality Teaching and Learning for Educational Staff Associates

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
1 Environment	<p>Year 1 + Year 2+ Year 3</p> <ol style="list-style-type: none"> Interactions with at least some students are negative or inappropriate; little or no rapport has been established or attempted. Makes no attempt to establish a culture for health and well being in the school as a whole, or among students or among teachers. Routines and procedures for the specialty area are nonexistent or in disarray. No standards of conduct have been established. Fails to address negative student behavior when working with students. The physical environment is in disarray or is inappropriate to the planned activities. Materials are not stored in a secure location and are difficult to find when needed. Fails to locate materials, equipment and/or assessment tools, even when specifically requested to do so. No guidelines for delegated duties have been established, or the guidelines are unclear. Does not monitor support personnel activities. 	<ol style="list-style-type: none"> Interactions with students are a mix of positive and negative; attempts to build rapport are partially successful. Attempts to promote a culture throughout the school for health and well being are partially successful. Has rudimentary and partially successful routines and procedures for the specialty area. Standards of conduct appear to have been established. Attempts to monitor and correct negative student behavior are partially successful. Attempts to create an inviting and well-organized physical environment are partially successful. Materials are stored securely but are difficult to find when needed. Efforts to locate materials, equipment and/or assessment tools are partially successful; reflecting an incomplete knowledge of what is available. Efforts to establish guidelines for delegated duties are partially successful. Monitors support personnel activities sporadically. 	<ol style="list-style-type: none"> Interactions with students are positive and respectful; has developed positive rapport with students. Promotes a culture throughout the school for health and well being. Routines and procedures for the specialty area work effectively. Standards of conduct have been established. Monitors student behavior against those standards; response to students is appropriate and respectful. Specialty area arrangements are inviting and conducive to the planned activities. Materials are stored in a secure location and are available when needed. In a timely manner locates materials, equipment and/or assessment tools consistent with student needs. Has established guidelines for delegated duties and monitors support personnel activities. 	<ol style="list-style-type: none"> Seeks opportunities within the larger school setting to interact with students and to promote a high degree of trust and rapport. Supports teachers and students to maintain the school culture of health and well being while serving as a resource to the school and district in this area. Routines and procedures for the specialty area are clear and have been developed in consultation with other staff as appropriate. Standards of conduct have been established. Monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior. Specialty area is inviting and highly conducive to the planned activities. Materials are properly stored and organized. Anticipates student needs, proactively locates materials, equipment and/or assessment tools. Has established clear guidelines for delegated duties, monitors support personnel activities and intervenes appropriately, as needed.

Riverview School District
Standards for Quality Teaching and Learning for Educational Staff Associates

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
2 Planning and Preparation	Year 1 + Year 2 + Year 3 1. Lacks clear goals for the specialty program area or goals are inappropriate to either the situation or the age of the students.	1. Sets rudimentary goals that are partially suitable to the situation and the age of the students.	1. Sets clear goals that are appropriate to the situation and to the age of the students.	1. Establishes goals that are highly appropriate to the situation and to the age of the students and have been developed following consultation with students, parents and colleagues.
	2. Displays little or no knowledge of child and adolescent development.	2. Displays limited knowledge of child and adolescent development.	2. Displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	2. Displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns, and can apply it to the individual student.
	3. Demonstrates little or no knowledge and/or skill in the specialty area.	3. Demonstrates basic knowledge and skill in the specialty area with rudimentary use of research findings, assessments and/or therapies.	3. Demonstrates thorough knowledge and skill in the specialty area, including consistent use of research findings, assessments and therapies.	3. Demonstrates extensive knowledge and skill in the specialty area; serves as a resource for the district.
	4. Demonstrates little or no knowledge of laws and procedures applicable to the specialized area.	4. Demonstrates basic knowledge of laws and procedures applicable to the specialized area.	4. Demonstrates thorough knowledge of laws and procedures applicable to the specialized area.	4. Demonstrates extensive knowledge of laws and procedures applicable to the specialized area; takes a leadership role in reviewing and revising district policies.
	5. Demonstrates little or no knowledge of resources for students available through the school or district.	5. Demonstrates basic knowledge of resources for students available through the school or district.	5. Demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	5. Demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
	6. Plans a random collection of unrelated activities, lacking coherence or an overall structure.	6. Plan incorporates a guiding principle and includes a number of worthwhile activities, but some activities don't fit with the regular school program.	6. Develops a clear, integrated plan that identifies and addresses individual student needs and groups of students, as appropriate.	6. Designs a highly coherent, preventive and responsive plan, and serves to support students individually and in groups, within the broader educational program.

Riverview School District
Standards for Quality Teaching and Learning for Educational Staff Associates

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
2 Planning and Preparation	Year 1 + Year 2 + Year 3 7. Has no plan to evaluate the program or resists suggestions that such an evaluation is important.	7. Has a rudimentary plan to evaluate the specialty program.	7. Plan to evaluate the program is organized around clear goals and collects evidence to indicate the degree to which the goals have been met.	7. Evaluation plan is highly sophisticated, with reliable sources of evidence and a clear path toward improving the program on an ongoing basis.

Riverview School District
Standards for Quality Teaching and Learning for Educational Staff Associates

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
3 Delivery of Service	Year 1 + Year 2 + Year 3 1. Fails to respond to referrals or makes inaccurate assessments of student needs. 2. Demonstrates little or no knowledge and skill in administering and interpreting assessment instruments to evaluate students. Fails to instruct others who will administer assessment instruments. 3. Declines to consult with staff, parents, students and external providers/agencies concerning the development, coordination, and/or extension of services to those needing specialized programs. 4. Fails to explain to staff, parents and/or students the purpose, meaning and limitations of evaluation information, or explains in an insensitive manner. 5. Neglects to collect important information on which to base reports. Reports are untimely, unclear, and inaccurate. 6. Declines to collaborate with staff, parents and/or students to develop services, treatment plans or interventions to meet identified student needs. 7. Is inflexible and unable to adjust to changing and unexpected situations.	1. Responds to referrals when pressed and makes adequate assessments of student needs. 2. Demonstrates limited knowledge and skill in administering and interpreting assessment instruments to evaluate students. Instructions to others are unclear. 3. Occasionally consults with staff, parents, students and external providers/agencies concerning the development, coordination, and/or extension of services to those needing specialized programs. 4. Explanations are partially successful; misunderstandings and insensitivities occasionally occur. 5. Collects most of the important information on which to base reports. Reports may be untimely, lacking clarity and accuracy. 6. Collaborates with staff, parents and/or students to develop services, treatment plans or interventions to meet identified student needs when specifically asked to do so. 7. Is usually flexible and often able to adjust to changing and unexpected situations.	1. Responds to referrals and makes thorough assessments of student needs. 2. Demonstrates sufficient knowledge and skill in administering and interpreting assessment instruments to evaluate students. Instructions to others are clear. 3. Maintains ongoing consultations with staff, parents, students and external providers/agencies concerning the development, coordination, and/or extension of services to those needing specialized programs. 4. Explanations are clear and understandable for staff, parents and students and are delivered in a manner that is sensitive to the impact of the information given on staff, parents and/or students. 5. Collects all the important information on which to base reports. Reports are timely, accurate and clear. 6. Initiates collaboration with staff, parents and/or students to develop services, treatment plans or interventions to meet identified student needs. 7. Adjusts to and responds appropriately to changing and unexpected situations.	1. Is proactive in responding to referrals and makes highly competent assessments of student needs. 2. Demonstrates extensive knowledge and skill in administering and interpreting assessment instruments to evaluate students. Instructions to others allow them to work with minimal supervision. 3. Maintains and initiates consultations with staff, parents, students and external providers/agencies concerning the development, coordination, and/or extension of services to those needing specialized programs. 4. Explanations are clear and understandable for staff, parents, and students and are delivered in a highly sensitive manner. Reaches out to staff, parents, and students to enhance trust. 5. Is proactive in collecting important information, interviewing teachers and parents if necessary; reports are on time, clear and accurate. 6. Initiates collaboration with staff, parents and/or students to develop services, treatment plans or interventions to meet identified student needs, locating additional resources from outside the school, as warranted. 7. Is flexible and is able to incorporate changing and unexpected situations into the specialty program.

Riverview School District
Standards for Quality Teaching and Learning for Educational Staff Associates

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
4 Professional Development and Responsibilities	Year 1 + Year 2 + Year 3 1. Does not use self-assessment and information from others to identify own performance strengths, limitations, and/or shape practices. 2. Provides no information to families, staff, student and community members about the specialty program as a whole or about characteristics and needs of groups or individual students. 3. Records are in disarray; they may be missing, illegible or stored in an insecure location. 4. System is either nonexistent or in disarray; it cannot be used to monitor student progress or to adjust plans when needed. 5. Relationships with colleagues are negative and unprofessional; avoids being involved in school and district events and projects.	1. Uses some self-assessment and information from others to identify own performance strengths, limitations, and shape practices. 2. Provides limited though accurate information to families, staff, student and community members about the specialty program as a whole and about characteristics and needs of groups or individual students. 3. Records are usually accurate and legible and are stored in a secure location. 4. Has developed a rudimentary data management system for monitoring student progress and occasionally uses it to adjust plans when needed. 5. Relationships with colleagues are cordial; participates in school and district events and projects when specifically asked to do so. 6. Begins to participate in decision-making. 7. Demonstrates basic knowledge of changes in the law, new developments, ideas and events related to the special field through workshops, research, and/or professional associations.	1. Uses self-assessment and information from others to identify own performance strengths, limitations, and shape practices. 2. Provides thorough and accurate information to families, staff, student and community members about the specialty program as a whole and about characteristics and needs of groups or individual students. 3. Records are accurate and legible, and stored in a secure location. 4. Has developed an effective and confidential data management system for monitoring student progress and uses it to adjust plans when needed. 5. Participates in school and district events and projects and maintains positive and professional relationships with colleagues. 6. Participates in decision-making to ensure decisions are based on the highest professional and democratic principles.	1. Seeks information from others to identify performance strengths, limitations, and shape practices; systematically dedicates time to self-assessment. 2. Is proactive when providing information to families, staff, student and community members about the specialty program as a whole and about characteristics and needs of groups or individual students. 3. Records are consistently accurate, legible and well organized, and stored in a secure location. 4. Has developed a highly effective and confidential data management system for monitoring student progress and uses it to adjust plans when needed. 5. Makes a substantial contribution to school and district events and projects and assumes a leadership role with colleagues. 6. Takes a leadership role in team, department or school decision-making processes and helps ensure decisions are based on the highest professional and democratic principles. 7. Demonstrates extensive knowledge of changes in the law, new developments, ideas and events related to the special field through workshops, research, and/or professional associations.

Riverview School District
Standards for Quality Teaching and Learning for Educational Staff Associates

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
4 Professional Development and Responsibilities	Year 1 + Year 2 + Year 3 8. Violates principles of privacy and confidentiality.	8. Adheres to principles of privacy and confidentiality.	8. Models high standards of privacy and confidentiality in interactions with staff, parents, students, and the public.	8. Models high standards of privacy and confidentiality in interactions with staff, parents, students, and the public. Takes a leadership role in reviewing and revising district policies.

**RIVERVIEW SCHOOL DISTRICT
STANDARDS FOR QUALITY TEACHING AND LEARNING FOR EDUCATIONAL STAFF ASSOCIATES
(Counselor, Nurse, Psychologist, Physical Therapist, Occupational Therapist, Speech and Language Pathologist)
SUMMATIVE EVALUATION REVIEW
(Form B)**

Name:

Date:

Position:

School:

Evaluator Name:

Pre-Observation Date:

Observation Date:

Post-Observation Date:

Evaluator: Mark one box in each area that summarizes your evaluation.

Environment			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Creates an environment of respect and rapport. 2. Supports a culture for health and wellness. 3. Assists in establishing and maintaining clear routines and procedures in the specialty area. 4. Establishes standards of conduct in the specialty area. 5. Organizes physical space. 6. Selects or recommends materials, equipment, and/or assessment tools consistent with student needs. 7. Directs support personnel, as applicable.			
Comments:			
Planning and Preparation			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Establishes goals for the special program area appropriate to the setting and students served. 2. Demonstrates knowledge of child and adolescent development. 3. Demonstrates knowledge and skill in the specialty area, including use of research findings, appropriate assessments and/or therapies in the development of a program of services. 4. Demonstrates knowledge of and implements district policies, state and federal regulations. 5. Demonstrates knowledge of resources, both within and outside the school district. 6. Plans the program area, integrated with the regular school program, to meet the needs of individuals and groups of students. 7. Develops a plan to evaluate the program area.			
Comments:			
Delivery of Service			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Responds to referrals and assesses student needs according to applicable professional guidelines or protocols. 2. Demonstrates ability to administer and interpret assessment instruments and/or instruct others who will administer assessment instruments. 3. Consults with staff, parents, students and external providers/agencies concerning the development, coordination, and/or extension of services to those needing specialized programs. 4. Assists staff, parents and students in understanding and using evaluative information consistent with the intended use/limitations of the given data. 5. Collects relevant information and writes clear, timely and accurate reports. 6. Collaborates with staff to develop services, treatment plans or interventions to meet identified student needs, as warranted. 7. Demonstrates flexibility and responsiveness.			
Comments:			

Professional Development and Responsibilities			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
1. Uses self-assessment and information from others to identify own performance strengths, limitations, and shape practices. 2. Communicates the characteristics and needs of students to parents, staff, students and community members in group and individual settings. 3. Maintains accurate records. 4. Maintains an effective and confidential data-management system. 5. Participates in a professional community. 6. Cooperates in and is supportive of the building and district decision making process. 7. Keeps current with changes in the law, new developments, ideas and events related to the special field through workshops, research, and/or professional associations. 8. Fosters an environment that provides privacy and protects student and family information consistent with federal and state regulations and district policies.			
Comments:			

If all criteria are marked Meets or Exceeds Standards, the employee, in collaboration with the evaluator, sets a professional goal. (The responsibility for evaluating this goal lies with the employee.)

GOAL:

If any criterion is marked Approaches Standard, the supervisor and employee will discuss assistance and suggestions on how growth can be made and may develop an informal improvement plan.

SUGGESTIONS/PLAN:

If any criterion is marked Areas of Concern, the evaluator will note the specific indicator(s) and develop a Plan of Improvement. (Refer to evaluation section of the Negotiated Agreement.)

Employee:

Date:

Evaluator:

Date:

Note: Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, the evaluation conference.

Copy to: Employee, Supervisor and Personnel

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
1 Instructional Environment	Year 1 + Year 2+ Year 3 1. Interactions with some professionals are negative, demeaning or sarcastic. 2. Staff/student interactions are neutral: little or no rapport has been established. 3. Staff interactions with students are inappropriate to the students' culture, gender and/or developmental level. 4. The teaching environment is not conducive to learning. 5. Student behavior expectations are not consistent with school and district discipline policies. 6. Staff conveys a negative attitude toward what is being taught, suggesting that it is not important or is mandated by others.	1. Professional interactions are civil and usually respectful. 2. Staff/student connections are inconsistent. 3. Staff/student interactions are generally appropriate to students' culture, gender and developmental level. 4. The teaching environment and arrangement is generally safe and does not discourage learning. 5. 6. Communicates importance of what is being taught, but with little conviction and only minimal buy-in.	1. Professional interactions are civil, respectful and positive. 2. Staff has developed positive rapport with students. 3. Staff/student interactions demonstrate caring and are appropriate to students' culture, gender and developmental level. 4. The teaching environment and arrangement is organized, safe and conducive to learning. 5. Student behavior expectations are consistent with school and district discipline policies. 6. Conveys genuine enthusiasm for what is being taught, and promotes interest in learning.	1. Staff genuinely appreciates and respects other staff/students. 2. Staff creates personal connection with students that enhance learning. 3. Staff makes an extra effort to demonstrate caring and to speak and act in ways that are appropriate to students' culture, gender and developmental level. 4. The teaching environment and arrangement is organized, safe and extra effort is made so that learning takes place in an inviting and stimulating environment. 5. 6. Staff creates an environment that demonstrates, through active participation and pride in their learning, that they value the importance of what is taught.

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
1 Instructional Environment	Year 1 + Year 2+ Year 3			
	<p>7. Response to misbehavior is inappropriate and does not demonstrate respect for students.</p> <p>8. Uses minimal resources for planning, teaching and classroom activities.</p>	<p>7. Response to misbehavior is usually appropriate and demonstrates respect for students.</p> <p>8. Uses a narrow range of resources for planning, teaching and classroom activities.</p>	<p>7. Response to misbehavior is appropriate and demonstrates respect for students.</p> <p>8. Uses multiple resources for planning, teaching and classroom activities.</p>	<p>7. Response to misbehavior is appropriate and demonstrates respect for students and fosters a sense of community.</p> <p>8. Consistently seeks multiple innovative resources for planning, teaching and classroom activities; provides school and district leadership in the area.</p>

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
<p>2 Planning and Preparation</p>	<p>Year 1 + Year 2 + Year 3</p> <ol style="list-style-type: none"> Lacks clear goals for the instructional program, or goals are inappropriate to the situation or needs of the staff/students. Rarely incorporates technology resources into lesson plans or provides technology references for students even though technology is available and would enrich student learning. Demonstrates little or no familiarity with current research and best practices in specialty area, or trends in professional development. Demonstrates little or no knowledge of the school's program, of teacher skill in delivering that program, or of student information needs, as appropriate to his/her role. Demonstrates little or no knowledge of resources available in the school and district. 	<ol style="list-style-type: none"> Sets rudimentary goals that are partially suitable to the situation and the needs of the staff/students. Occasionally incorporates technology resources into lesson plans and provides technology references for students when appropriate. Demonstrates basic familiarity with current research and best practices in specialty area, or trends in professional development. Demonstrates basic knowledge of the school's program, of teacher skill in delivering that program, or of student information needs, as appropriate to his/her role. Demonstrates basic knowledge of resources available in the school and district. 	<ol style="list-style-type: none"> Sets clear goals for the instructional program that are suitable to the situation and the needs of the staff/students. Frequently incorporates technology resources into lesson plans and provides technology references for students when appropriate. Demonstrates thorough knowledge of current research and best practices in specialty area, or trends in professional development. Demonstrates thorough knowledge of the school's program, of teacher skill in delivering that program, or of student information needs, as appropriate to his/her role. Demonstrates full awareness of resources available in the school and district, and the larger professional community. 	<ol style="list-style-type: none"> Establishes clear goals that are highly appropriate to the situation and the needs of the staff/students through consultation with administrators and colleagues. Consistently incorporates technology resources into lesson plans; models use of appropriate technology in instruction. Demonstrates broad and deep knowledge of current research and best practices in specialty area, or trends in professional development; demonstrates expertise in his/her specialty field. Is deeply familiar with the school's program and works to shape its future direction; actively seeks information as to teacher skill or student information needs as appropriate to his/her role. Demonstrates full awareness of resources available in the school and district, and the larger professional community. Actively seeks out new resources from a wide range of sources.

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

		Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
2 Planning and Preparation	Year 1 + Year 2 + Year 3	<p>6. Instructional activities lack coherence or a structure related to the overall school program.</p> <p>7. Has no plan to evaluate the program or resists suggestions that such an evaluation is important.</p>	<p>6. Instructional activities may be worthwhile, but some of them do not fit with the broader goals of the overall school program.</p> <p>7. Has a rudimentary plan to evaluate the instructional program.</p>	<p>6. Instructional program is well designed and integrated into overall school program.</p> <p>7. Develops plan to evaluate the program that is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.</p>	<p>6. Instructional program is highly coherent, taking into account the competing demands of making presentations and consulting with teachers, and has been developed after consultation with teachers and administrators.</p> <p>7. Develops a highly sophisticated plan with reliable sources of evidence and a clear path toward improving the program on an ongoing basis.</p>

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
3 Delivery of Service	Year 1 + Year 2 + Year 3 1. No evidence of pre-planned lessons. 2. Provides learning activities that do not engage the learner, and that are not suitable for meeting instructional goals. 3. Seldom uses strategies that involve students in higher levels of thinking. 4. Much time is lost during transitions and/or class begins late. 5. Does not reflect on a lesson's success or achievement of instructional goals. 6. Uses limited or redundant resources to deliver instruction. 7. Declines to collaborate with teachers in the design of instructional lessons and units.	1. Lesson plans are sometimes vague and incomplete. 2. Occasionally provides learning activities that engage the learner, and that are suitable for meeting the instructional goals. 3. Begins to use strategies that involve students in higher levels of thinking. 4. Transitions are sporadically efficient. Class occasionally begins late resulting in loss of instructional time. 5. Has a generally accurate impression of a lesson's effectiveness and the extent to which goals were met. 6. Begins to use multiple resources to deliver instruction. 7. Collaborates with teachers in the design of instructional lessons and units when specifically asked to do so.	1. Lesson plans are specific and clearly evident. 2. Consistently provides learning activities that engage the learner, and that are suitable for meeting the instructional goals. 3. Uses strategies that involve students in higher levels of thinking. 4. Transitions occur smoothly with little loss of instructional time. 5. Makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and makes suggestions to refine the lesson. 6. Uses multiple resources to deliver instruction. 7. Initiates collaboration with teachers in the design of instructional lessons and units.	1. Lesson plans are specific and clearly evident; technology is incorporated consistently. 2. Serves as a school and district resource for the modeling of learning activities that engage the learner, are suitable for meeting the instructional goals, and that utilize appropriate technology. 3. Uses and models multiple strategies that involve students in higher levels of thinking; provides school and district leadership in the area. 4. Transitions are seamless, with students assuming some responsibility for efficient operation. 5. Makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each. 6. Uses multiple resources to deliver instruction in flexible and engaging ways. 7. Initiates collaboration with teachers in the design of instructional lessons and units locating additional resources from sources outside the school.

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
3 Delivery of Service	Year 1 + Year 2 + Year 3			
	8. Declines opportunities to engage staff or students in developing new skills.	8. Engages staff/students in developing new skills when specifically asked to do so.	8. Engages staff/students in developing new skills upon own initiative.	8. Works to highly engage staff/students in developing new skills and takes initiative to suggest new areas for growth.
	9. Lessons and workshops are of poor quality or are not appropriate to the needs of the staff being served.	9. Lessons and workshops are of inconsistent quality, with some of them being appropriate to the needs of the staff being served.	9. Lessons and workshops are of uniformly high quality and appropriate to the needs of the staff being served.	9. Lessons and workshops are of uniformly high quality and appropriate to the needs of the staff being served; conducts extensive follow up work with staff.
	10. Fails to locate resources for instructional improvement for teachers, even when specifically requested to do so.	10. Efforts to locate resources for instructional improvement for teachers are partially successful, reflecting an incomplete knowledge of what is available.	10. Consistently and in a timely manner locates resources for instructional improvement for teachers when asked to do so.	10. Proactively locates resources for instructional improvement for staff, anticipating their needs.
	11. Is inflexible and unable to adjust to changing and unexpected situations.	11. Is usually flexible and often able to adjust to changing and unexpected situations.	11. Adjusts to changing and unexpected situations.	11. Is flexible and is able to incorporate changing and unexpected situations into instructional plan.
	12. Adheres to own plan, in spite of evidence of its inadequacy.	12. Makes modest changes in the program when presented with evidence of the need for change.	12. Makes revision to the program when it is needed.	12. Continually seeks ways to improve the program and makes changes as needed in response to student, parent, or staff input.

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
<p>4 Professional Development and Responsibilities</p>	<p>Year 1 + Year 2 + Year 3</p> <ol style="list-style-type: none"> Never uses computer technology even when available and appropriate to communicate with students, staff and parents. System for managing paperwork and timelines is poor or non-existent. Does not maintain accurate and/or timely records. Both oral and written information are frequently unclear or unprofessional. Does not maintain confidentiality concerning information about students and their families. Is often absent from staff meetings and fails to become informed. Seldom works within the context of a team or department to help students learn. 	<ol style="list-style-type: none"> Begins to use computer technology as appropriate to communicate with students, staff and parents. Maintains a rudimentary and partially effective system for managing paperwork and timelines. Keeps some systems, using appropriate technology, for maintaining accurate and timely records. Oral and/or written information is usually clear and professional. Usually attends staff meetings and occasionally participates. Begins to work within the context of a team or department to ensure that all students learn. 	<ol style="list-style-type: none"> Uses computer technology as appropriate to communicate with students, staff and parents. Uses an effective system for managing paperwork and timelines. Keeps systems, using appropriate technology, for maintaining accurate and timely records (reports, budgets, etc.). Presents information clearly and professionally in both oral and written form. Maintains confidentiality concerning information about students and their families. Regularly attends staff meetings and participates. Works within the context of a team or department to ensure that all students learn. 	<ol style="list-style-type: none"> Seeks opportunities to use computer technology (e.g. newsletters, e-mail, web pages). Employs a fully effective system for managing paperwork and timelines that incorporates technology. Uses a fully effective system, using appropriate technology, for maintaining accurate and timely records. Both oral and written information are consistently clear, articulate, and professional. Can be used as a model for others; provides school and district leadership in the area. Participates constructively at staff meetings. Makes a particular effort to challenge negative attitudes and helps to assure that all students, particularly those who are traditionally underserved, are honored within the school.

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
4 Professional Development and Responsibilities	Year 1 + Year 2 + Year 3 8. Does not adhere to or enforce state law, board policy and established school procedures. 9. Avoids being involved in school and district programs, projects and events. 10. Does not use self-assessment and information from others to identify own performance strengths, limitations, and/or shape practices. 11. Makes no effort to share knowledge with others or to assume professional responsibilities. 12. Does not participate in decision-making and/or makes decisions on self-serving interests. 13. Seldom serves on school and district committees even when appropriate.	8. Inconsistently adheres to and enforces state law, board policy and school procedures. 9. Participates in school and district programs, projects and events when specifically asked. 10. Uses some self-assessment and information from others to identify own performance strengths, limitations, and shape practices. 11. Begins to provide support to and seeks support from professional colleagues. 12. Begins to participate in decision-making.	8. Adheres to and enforces state law, board policy and established school procedures. 9. Participates in school and district programs, projects and events. 10. Uses self-assessment and information from others to identify own performance strengths, limitations, and shape practices. 11. Provides support to and seeks support from professional colleagues. Discusses problems, new ideas, gives/receives feedback, respecting/accepting various viewpoints. 12. Participates in decision-making to ensure decisions are based on the highest professional and democratic principles. 13. Serves on school and district committees as appropriate.	8. Adheres to and enforces state law, board policy and helps develop aligned school procedures. 9. Volunteers to participate in school and district programs, projects and events, making a substantial contribution or assuming a leadership role in a major school or district project. 10. Seeks information from others to identify performance strengths, limitations, and shape practices; systematically dedicates time to self-assessment. 11. Initiates important activities to contribute to the profession (e.g. mentor new teachers, write articles for publication, present at conferences). 12. Takes a leadership role in team, department or school decision-making processes and helps ensure decisions are based on the highest professional and democratic principles. 13. Provides leadership to school and district committees.

Riverview School District
Standards for Quality Teaching and Learning for Media/Instructional Specialists

	Area of Concern	Approaches Standard	Meets Standard	Exceeds Standard
4 Professional Development and Responsibilities	Year 1 + Year 2 + Year 3			
	14. Makes no effort to participate in school's improvement and refinement of curriculum, assessment and instructional practices.	14. Participates minimally in school's improvement and refinement of curriculum, assessment and instructional practices.	14. Participates in school's improvement and refinement of curriculum, assessment and instructional practices.	14. Provides leadership in school's improvement and refinement of curriculum, assessment and instructional practices.

**RIVERVIEW SCHOOL DISTRICT
STANDARDS FOR QUALITY TEACHING AND LEARNING FOR MEDIA/INSTRUCTIONAL SPECIALISTS
SUMMATIVE EVALUATION REVIEW
(Form B)**

Name:

Date:

Position:

School:

Evaluator Name:

Pre-Observation Date:

Observation Date:

Post-Observation Date:

Evaluator: Mark one box in each area that summarizes your evaluation.

Instructional Environment			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
<ol style="list-style-type: none"> 1. Professional interactions are civil, respectful and positive. 2. Staff has developed positive rapport with students. 3. Staff/student interactions demonstrate caring and are appropriate to students' culture, gender and developmental level. 4. The teaching environment and arrangement is organized, safe and conducive to learning. 5. Student behavior expectations are consistent with school and district discipline policies. 6. Conveys genuine enthusiasm for what is being taught, and promotes interest in learning. 7. Response to misbehavior is consistent and demonstrates respect for students. 8. Uses multiple resources for planning, teaching and developing instructional activities. 			Comments:
Planning and Preparation			
Year 1 + Year 2 + Year 3	Area of concern	Approaches Standard	Meets or Exceeds Standard
<ol style="list-style-type: none"> 1. Sets appropriate goals for the instructional program. 2. Incorporates technology resources into the instructional program. 3. Demonstrates knowledge of current research and best practice in specialty area. 4. Demonstrates knowledge of the school's program and levels of teacher skill, or student information needs, as appropriate to his/her role. 5. Demonstrates knowledge of resources, both within and beyond the school and district. 6. Integrates the instructional program into the overall school program. 7. Develops a plan to evaluate the instructional program. 			Comments:
Delivery of Service			
Year 1 + Year 2 + Year 3	Area of Concern	Approaches Standard	Meets or Exceeds Standard
<ol style="list-style-type: none"> 1. Lesson plans are specific and clearly evident. 2. Provides learning activities that are engaging and suitable to meet instructional goals. 3. Uses strategies that involve students/staff in higher levels of thinking. 4. Transitions occur smoothly with little loss of instructional time, as appropriate. 5. Makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and makes suggestions to refine the lesson. 6. Uses multiple resources to deliver instruction. 7. Collaborates with teachers in the design of instructional units and lessons. 8. Engages staff/students in developing new skills. 9. Shares expertise with staff through lessons and workshops. 10. Locates and updates resources to support the instructional program. 11. Demonstrates flexibility and responsiveness. 12. Makes revisions to the program when it is needed. 			Comments:

**Riverview School District
Formative Evaluation Strand Form
(Form C)**

Employee: _____ **Supervisor:** _____

Dates of Conferences:

Goal setting: _____ Mid-Year Conference: _____ Year-End Conference: _____

Annual Goal:

Plan to Accomplish Goal:

Goal Measurement:

Persons to be Involved:

Resources Needed:

Timeline:

I request that 0 1 2 (circle your choice) of the two required classroom visits be scheduled.

Year-End Review

What progress was made toward this goal?

Copy to the Employee, Supervisor and Personnel

1 ARTICLE 12.0 - SUBSTITUTES

2
3 Section 12.1 - Substitute Salary

4
5 Substitute assignments of twenty-one (21) consecutive days or more in the same
6 assignment shall be paid in accordance with the Teachers' Salary Schedule,
7 retroactive to the first day of assignment. If a day is missed before the completion of
8 the 21st consecutive day, it will be necessary to start re-counting with day one upon
9 return to the assignment.

10
11 Bargaining unit daily substitutes will be paid no less than one-hundred and twenty
12 dollars (\$120.00) per full day of substitute work.

13
14 Substitute teachers with long-term assignments would accumulate one (1) sick
15 leave day every twenty (20) days worked to accumulate for long-term assignments
16 only.

17
18 Section 12.2 - Substitute Exclusions - Regular part-time substitute employees shall
19 not be covered by the following clauses for the Collective Bargaining Agreement:

20
21 Article 3.0

22 Section 3.1E (Individual Teacher Contract)

23
24 Article 6.0

25 Section 6.2 (Leaves Deducted from Accumulative Sick Leave)

26 Section 6.2A (Illness, Injury, Disability)

27 Section 6.2B (Emergency Leave)

28 Section 6.2C (Family Illness Leave)

29 Section 6.2D (Parental Leave)

30 Section 6.2E (Temporary Disability Leave)

31 Section 6.3 (Other Paid Leave)

32
33 Article 7.0

34 Section 7.1 (Provisions Covering Placement on Teachers' Salary
35 Schedule)

36 Section 7.2 (Payroll Deductions)

37 Section 7.3 (Payment Provisions)

38 Section 7.4 (Certificated Salary Schedules)

39 Section 7.7 (Insurance)

40
41 Article 8.0

42 Section 8.1 (Contract Days)

43
44 Article 9.0 (Vacancies, Transfers, and Staff Reduction)

45
46 Article 11.0 (Teacher Evaluation)

1 ARTICLE 13.0 - DURATION

2
3 This Agreement shall be effective upon ratification and signing by both parties, shall
4 be binding upon the Association, its individual members, and the Board and their
5 members and shall remain in full force and effect through August 31, 2010.

6
7 EXECUTION

8
9 Executed this 28th day of August 2007, at Riverview School District No. 407 by the
10 undersigned officers by the authority of and on behalf of the Riverview School
11 District No. 407 Board of Education and the Riverview Education Association.
12

13
14 _____
15 For the Association Dated

16
17
18 _____
19 For the Board of Directors Dated

20
21 _____
22 Chairperson, Negotiating Committee Superintendent

23
24
25
26 REA Negotiation Team:

27
28 Becky Panesko, Chair
29 Bruce McDowell
30 Catherine Mulligan
31 Wes Pierce
32 Kathleen Heiman, WEA Counsel
33 Patricia Morrison, Advisor

District Negotiation Team:

Anthony Smith, Chair
Janet Gavigan
Darcy Becker
Bill Adamo
Jerry Gates, District Counsel