

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

RIVERVIEW SCHOOL DISTRICT NO. 407

AND

RIVERVIEW EDUCATION ASSOCIATION

2010-2013

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- Exhibit I – 2010-2011 Salary Schedule
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- Exhibit IV - Mentoring
- Exhibit V – 3-year School Calendar

Memorandum of Understanding

Special Education Committee

1 unit as defined in Article 1.0, Section 1.1. Unless the context in which a term clearly
2 requires otherwise, these terms are synonymous.

3
4 The term "special education employee" shall refer to employees filling the positions
5 of "Special Education Classroom Teacher," "Speech and Language Pathologist,"
6 "Physical Therapist," "Psychologists," and "Occupational Therapist." The term
7 "elementary teachers" shall include special education teachers.

8
9 Unless the context in which they are used clearly requires otherwise, words used in
10 this Agreement denoting gender shall include both the masculine and the feminine.

11
12
13 ARTICLE 2.0 - STATUS AND ADMINISTRATION OF AGREEMENT

14
15 Section 2.1 – Status of Agreement

16
17 This Agreement shall supersede language in rules, regulations or policies which is
18 inconsistent with its terms.

19
20 Section 2.2 - Conformity to Law

21
22 If any provision of this Agreement is held to be invalid by a court of competent
23 jurisdiction or by operation of law, the remainder of this Agreement shall not be
24 affected thereby, and upon the request of either the Board or the Riverview
25 Education Association the parties shall enter into negotiations on that provision.

26
27 Section 2.3 - Printing/Distribution

28
29 Following the ratification and signing of this Agreement by the parties, the District
30 shall print eight (8) copies of this Agreement for the Association and shall
31 subsequently post the Agreement on the District web-site.

32
33 The District will make copies of the current agreement available for perusal to all
34 applicants for positions covered by this Agreement.

35
36 Section 2.4 - Mutual Consent

37
38 The Agreement expressed herein in writing constitutes the entire Agreement
39 between the parties and no oral statement shall add to or supersede any of its
40 provisions.

41
42 The parties acknowledge that each has had the unlimited right and opportunity to
43 make proposals with respect to any matter deemed a proper subject for collective
44 bargaining. The results of the exercise of that right are set forth in this Agreement.
45 Therefore, except as otherwise provided in this Agreement, each party voluntarily
46 and unqualifiedly agrees to waive the right to oblige the other party to bargain with
47 respect to any subject or matter not specifically referred to or covered by this
48 Agreement.

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

6
7 Section 2.5 - Agreement for Variances
8

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

14
15 Requests for collective bargaining agreement variances shall be directed to the
16 Association president. The requests must meet the following conditions:

- 17
18 A. Variance requests must be approved in accordance with the site's agreed-
19 upon decision-making process. (Exhibit III, Shared Decision Making Guide)
20
21 B. Variances shall not be binding on any other site, nor are they precedent
22 setting.
23
24 C. Variance proposals may be submitted at any time during the school year to a
25 joint Association/District Variance Committee for discussion, clarification, and
26 problem solving. The Association president will appoint REA members and
27 the District superintendent will appoint RSD members to the ad hoc Joint
28 Variance Committee.
29
30 D. The REA executive board and the RSD superintendent will approve or
31 disapprove any proposals submitted to them by the Joint Variance
32 Committee.
33

34 The form to process a variance will be available from the REA President or the
35 District Human Resources office.
36
37

38 ARTICLE 3.0 - RIGHTS AND PRIVILEGES OF THE TEACHER, THE
39 ASSOCIATION AND THE SCHOOL BOARD
40

41 Section 3.1 - The Teacher
42

- 43 A. The Board of Directors believes that controversial issues are a part of the
44 District's instructional program when related to subject matter in a given grade
45 level or specific curricular field. Teachers will use professional judgment in
46 determining the appropriateness of the issue to the curriculum and the
47 maturity of the students. If, in the judgment of the teacher, there is a
48 questionable matter of a controversial nature then it shall be reviewed by the

1 appropriate administrator. In the presentation of all controversial issues,
2 every effort will be made by the teachers to affect a balance of biases,
3 divergent points of view, and opportunity for exploration by the students into
4 all sides of the issues. In discussing controversial issues the teacher will
5 encourage students to express their own views, assuring that it be done in a
6 manner that gives due respect to one another's rights and opinions. When
7 discussing controversial issues, the teacher will respect positions other than
8 his own. Students will be encouraged, after class discussions and
9 independent inquiry, to reach their own conclusions regarding controversial
10 issues.

11
12 B. Teacher Protection: Any written complaint (including e-mail) made against
13 a teacher by any parent, student or other person, will within ten (10) working
14 days be called, in writing, to the attention of the teacher. Any complaint not
15 called to the attention of the teacher may not be included in a teacher's
16 personnel file, or be used as a basis for any disciplinary action against the
17 teacher.

18
19 C. Teacher Discipline:

20
21 1. An employee will not be disciplined except for just cause. Discipline
22 will be progressive and will normally include the following steps:

23
24 verbal warning
25 written reprimand
26 suspension with pay
27 suspension without pay
28 discharge
29

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

33
34 2. Employees that are a party to any disciplinary action scheduled by the
35 District shall have the right to representation by the Association.
36

37 D. Personnel Files: Teachers shall, upon written request, have the right to
38 inspect all contents of their personnel file kept within the District. Upon
39 request, a copy of any documents contained therein shall be afforded the
40 employee at his expense. No secret, duplicate, alternate or other personnel
41 file shall be kept anywhere in the District. No material shall be placed in the
42 personnel file without the employee having a right to attach his own written
43 comments. The employee shall sign any such written attachment.
44

45 Anyone, at the employee's request, may be present in the review. Each
46 employee's personnel file shall contain the minimal items of information: TB
47 Report, all employees' evaluation reports, copies of annual contracts,
48 teaching certificates, a transcript of academic records. Except for the above

1 items, documents may be removed from the employee's personnel file by
2 mutual agreement between the employee and the District, provided that such
3 documents are not in any way related to matters of child abuse, sexual
4 harassment, unlawful discrimination, or Acts of Unprofessional Conduct as
5 outlined in the WAC's.

6
7 E. Individual Teacher Contract: The District shall provide each teacher a
8 contract which is in conformity with Washington State Laws and the terms of
9 this Agreement.

10
11 Two (2) copies of the individual contract shall be given to the teacher each
12 year for signature. Both copies are to be returned to the district office to be
13 approved and signed by the chairperson of the school board. One (1) of
14 these copies is then retained in the district office, and one (1) copy returned to
15 the teacher.

16
17 F. Length of Contract: The length of the regular teacher contract shall be one
18 hundred and eighty (180) days in total except for the following extended day
19 contracts:

20 Librarian	+10 days
21 Counselor	+10 days
22 Career and Technical	
23 Education Ag. Teacher	+40 days
24 Psychologist	+10 days
25 All other CTE Teachers	+10 days
26 Nurse	+ 5 days

27
28 All positions listed above are based on a full-time equivalent assignment (less
29 than a full-time assignment shall be prorated except for CTE funded positions
30 as long as 100% of the costs can come from CTE funds) and shall have
31 Supplemental Contracts beyond a base contract for extra responsibilities,
32 extended time, etc. The extended contract for the position of CTE_Agricultural
33 Teacher(s) will become ten (10) days when the incumbent CTE_Agricultural
34 Teacher(s) vacate(s) the position.

35
36 G. Per Diem Pay: Any extension of contracted days by the District shall be
37 computed on 1/180 per diem of the teacher's contracted base rate of pay.

38
39 H. Teacher Responsibilities and Duties: Each teacher is responsible to his/her
40 supervisor and to the superintendent and shall carry out his/her
41 responsibilities and duties in accordance with rules and regulations adopted
42 by the State Department of Education, local Board, and administrative policy.

43
44 Each teacher is responsible for his/her fair assigned share of school activities,
45 school supervision, and control beyond the regular workday. Each building
46 staff and administration shall establish a procedure to determine equitable
47 assignments. Volunteers shall first be sought among the staff for school
48 activities, school supervision, and control prior to making involuntary

1 assignments, provided that the District shall limit involuntary assignments for
2 secondary teachers to an average of four (4) assignments, in addition to open
3 house and graduation ceremonies, each school year. An employee may
4 exchange the additional day of work scheduled at the close of the
5 instructional school year for twelve (12) hours of extra duty during the school
6 year.

7
8 I. Less Than Full Time Employees

- 9
10 1. Employees contracted to work a full work year (180 days) under a less
11 than 1.0 FTE continuing, provisional, or replacement contract are
12 responsible for all duties and responsibilities (e.g., secondary plan time
13 and work day) set forth in this Agreement based on a pro ratio of the
14 employee's contract to 1.0 FTE.
15
16 2. Employees contracted to work less than a full work year but contracted
17 to work full days under a less than 1.0 FTE continuing, provisional, or
18 replacement contract are responsible for all full-time duties and
19 responsibilities set forth in this Agreement during such employee's
20 term of employment as a less than full-time employee.
21

22 Section 3.2 - Association Privileges

- 23
24 A. Inter-school mail facilities may be used for distribution of Association
25 communications so long as such communications are labeled as Association
26 materials and contain the name of the authorizing Association official and are
27 not detrimental to District/employee relations or defaming to any individual or
28 group.
29
30 B. School facilities may be used for Association meetings at reasonable times
31 during non-duty hours provided that such meetings shall not interfere with the
32 normal school operations. All such activities are subject to approval by the
33 building principal or his designee both for the activity and the use of school
34 property. The District may, at its option, require two weeks notice of any such
35 activity or property use. Pursuant to RCW 28A.320.510, the District has the
36 right to require a reasonable rental for the use of school district facilities.
37

38 The Association shall be responsible for claims arising from accidents, theft,
39 and loss, or damage resulting from the use of facilities by the Association.
40

41 During unassigned time, the Association may use copying and/or duplication
42 equipment normally available to teachers. If equipment is removed from
43 school property, it must be checked out and approved according to
44 established building procedures. Use of equipment shall be with the approval
45 of the building principal or his designee. The Association recognizes that all
46 equipment in a building is ultimately the responsibility of the school principal.
47 Association use of school equipment will be permitted provided that:
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1. A request is made and use is arranged for in advance.
2. The use is strictly to service the legitimate business of the Association, such as of records, notices, correspondence, etc.
3. The purpose is for internal business use of the Association and is not for public distribution.
4. Supplies, in connection with such equipment use, will be furnished or paid for by the Association.

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

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

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

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

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. It is the responsibility of the above-mentioned Association representative to report to the building principal or his designee prior to contacting members in individual buildings.

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

1 Section 3.3 - The School Board

2
3 The Board, acting in behalf of the electorate of the school district, retains and
4 reserves all powers, rights, authority, duties and responsibilities conferred upon and
5 vested in it by the regulations of the State Board of Education, the laws and the
6 Constitution of the State of Washington and/or the United States.

7
8 The Association recognizes that the Board is legally responsible for the operation of
9 the school district and that the Board has the necessary authority to discharge all of
10 its responsibilities subject to the laws mentioned above and to the provisions of this
11 Agreement.

12
13 It is expressly agreed that all rights except such as are clearly relinquished herein by
14 the District are reserved to and shall continue to vest in the District.

15
16 Section 3.4 – REA Leadership and Superintendent Meetings

17
18 The superintendent and/or designee will schedule monthly meetings during the
19 academic year with the REA leadership to discuss interpretation or application of the
20 Collective Bargaining Agreement, and issues and questions that may arise. The
21 parties will not discuss any matter related to a current grievance or litigation. Either
22 party may submit agenda items for discussion. Either party may invite additional
23 participants upon prior notification.

24
25 Section 3.5 – Community Relations

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

30
31 A. Visitors: All patrons visiting the school and/or the classroom shall obtain the
32 approval of the principal or designee and if the visit is to a classroom, the
33 teacher will be notified prior to the visitation. The teacher may be afforded the
34 opportunity to confer with the classroom visitor or patron before and/or after
35 the visitation.

36
37 B. Disruption of School Activities: If a visitor is under the influence of alcohol or
38 drugs or is committing a disruptive action, the staff member may ask the
39 visitor to leave the premises and/or contact the school office for assistance.

40
41 Section 3.6 - Building Representatives

42
43 The Association building representative is encouraged to meet with the individual
44 school principal monthly during the academic year. This meeting shall be held at a
45 mutually agreed upon time. The purpose of these meetings shall be to discuss the
46 administration of this Agreement as it relates to that particular school, provided that
47 neither the principal nor the Association building representatives have the authority
48 to reach any decision which changes this Agreement.

1 Section 3.7 - Employee Liability Protection and Indemnification

2
3 Employees, acting in the course and scope of their official duties and employment,
4 shall be indemnified and defended by the District for liability purposes to the extent
5 provided by the District's insurance coverage. Such indemnification must include as
6 a minimum, liability insurance covering injury to persons and property, and insurance
7 protecting those employees from loss or damage of their personal property incurred
8 while said employees are acting in the course and scope of their official duties.
9 Coverage for personal property is to be consistent with Board of Directors' policy
10 that requires prior written approval of the district before the use of their personal
11 property for school-related business.

12
13 Further, automobile insurance of the owner of the private vehicle is the prime
14 insurance, and coverage for excess liability will be provided by the District's
15 automobile insurance.

16
17 Section 3.8 - Non-discrimination

18
19 Neither the District nor the Association shall unlawfully discriminate against any
20 employee by reason of race, creed, age, color, marital or parental status, sexual
21 orientation, gender, religion, disability, national origin, or because of the exercise of
22 lawful rights of Association membership – or non-membership – pursuant to RCW
23 41.59.

24
25
26 ARTICLE 4.0 - PAYROLL DEDUCTIONS AND REPRESENTATION FEES

27
28 Section 4.1 - Payroll Deductions and Representation Fees

29
30 On or before August 25 of each school year, the Association shall give written notice
31 to the District of the dollar amount of dues of the Association including the National
32 Education Association and the Washington Education Association, which dues are
33 to be deducted in the coming school year under payroll deduction.

34
35 In case an employee claims a bona fide religious objection, the Association and the
36 employee shall mutually agree upon a recognized charitable organization which will
37 receive monthly those moneys which may be withheld from the employees' salaries
38 as hereinafter provided. If such a mutual agreement cannot be reached, the
39 Washington State Public Employment Relations Commission shall designate the
40 charitable organization.

41
42 The deductions authorized above shall be made in equal amounts from each
43 paycheck beginning the pay period in September and ending the pay period in
44 August for a total of twelve (12). Teachers who commence employment after
45 September or terminate employment before June shall have their deductions
46 prorated at one-tenth (1/10) of the total amount for each month the teacher is
47 employed. The District agrees to promptly remit directly to the Washington
48 Education Association all monies so deducted, accompanied by a list of teachers

1 from whom the deductions have been made. A duplicate list shall be promptly
2 provided to the Association as receipt for said transaction. On or before the monthly
3 pay period, the District shall notify the Association of any changes in said list due to
4 teachers entering or leaving the employ of the District.

5
6 A. Membership Deductions: Within ten (10) days of their commencement of
7 employment, teachers shall sign and deliver to the District an assignment of
8 wages form, which shall authorize deduction of membership dues of the
9 Association (including the National Education Association and the
10 Washington Education Association). Such authorization shall continue in
11 effect from year to year unless a request of revocation is submitted to the
12 District and the Association, signed by the teacher, and received between
13 August 15 - September 15, preceding the designated school year for which
14 revocation is to take effect. Each month during the school year the
15 Association agrees to provide the District with the names of those teachers
16 who have joined the Association and paid dues by means other than through
17 payroll deduction.

18
19 B. Representation Fee Deductions: In the event that any teacher fails to sign
20 and deliver an assignment of wages form as described herein or has not
21 revoked previous dues deductions, the District agrees to deduct from the
22 salary of such teacher a representation fee in an equal amount to
23 membership dues: provided, however, that teachers who have joined the
24 Association and paid by means other than payroll deduction, as verified by
25 the monthly Association list, shall not be subject to this deduction.
26 Representation fee deductions shall be handled and transmitted by the
27 District in the same fashion as membership deductions as provided for in this
28 Article. The District agrees to remit to the Association each month a list of
29 teachers on behalf of whom representation fee deductions have been made.

30
31 C. Charitable Organization Deductions: Any teacher claiming a bona fide
32 religious objection shall notify the Association and the District of such
33 objection in writing within ten (10) days of commencement of employment.

34
35 Pending determination of any bona fide religious objection, the District agrees
36 to deduct from the salary of the teacher claiming such objection an amount
37 equivalent to the Association dues: provided, however, that said monies shall
38 not be transmitted until such time as the District is notified that a final
39 determination pursuant to the Act has been made. In the event that it is
40 finally determined that the teacher does not have a bona fide religious
41 objection, the District agrees promptly to remit to the Association all monies
42 being held.

43
44 In the event a teacher has been determined to have a bona fide religious
45 objection to the payment of representation fee or agency shop fee, said
46 teacher shall pay an amount of money equivalent to regular dues to a
47 designated charitable organization as heretofore established by him and the
48 Association. Within ten (10) days of the commencement of employment or

1 determination of bona fide religious objection, whichever occurs later, said
2 teacher may sign and deliver to the District an assignment of wages form for
3 religious objection, which shall authorize the deduction of an amount equal to
4 the dues of the Association including the National Education Association and
5 the Washington Education Association and payment in installments as herein
6 provided, including any deductions made but not transmitted to said
7 designated charitable organization.
8

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

- 15 1. The District agrees that the Association shall be authorized to defend
16 such suit through an attorney of the Association's own choosing.
17
- 18 2. The District agrees to provide full cooperation and information to the
19 Association in defending any suit which may be brought against it as
20 result of this Agreement.
21
- 22 3. The Association agrees to refund to the District any amount paid to it in
23 error.
24

25 ARTICLE 5.0 - GRIEVANCE PROCEDURE

26 Section 5.1 - Grievance Procedure

27
28 Definition: A "grievant" shall mean an employee, group of employees, or the
29 Association filing a grievance. Association grievances may be filed at Step 2.
30

31 A "grievance" is a disagreement regarding the interpretation or application of a
32 specific provision(s) of the Collective Bargaining Agreement.
33

34 Matters dealing with adverse effect, probation, discharge, and non-renewal are
35 expressly excluded from the grievance procedure.
36

37 Teacher Evaluation through the grievance procedure shall be limited to the
38 procedural application of Section 11.3 through Section 11.5 of the evaluation
39 procedure. The substance of evaluation is not subject to grievance.
40

41 Informal Step: Complaints

42
43 A grievant shall promptly attempt to resolve a complaint informally with the principal
44 or immediate supervisor.
45
46
47

1 Every reasonable effort, including a meeting between the grievant having a
2 complaint and the principal or immediate supervisor, shall be made to settle
3 complaints at the lowest possible level.
4

5 An unresolved complaint will be processed in the following manner and within the
6 stated time limits.
7

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

16 The principal or immediate supervisor will reply in writing to the grievant within ten
17 (10) school days after receipt of the written grievance.
18

19 Step 2: If the grievance is not settled in Step 1 and the grievant wishes to
20 appeal the grievance to Step 2, the grievant may file the grievance in writing to the
21 Superintendent of Schools within ten (10) school days after receipt of the principal's
22 or immediate supervisor's written answer.
23

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

31 A grievance which is not settled in Step 2 of the grievance procedure may be
32 appealed to arbitration by the Association, Step 3.
33

34 Step 3: Requirements for Arbitration
35

- 36 A. An appeal to arbitration must be submitted within ten (10) school days of
37 receipt of the answer to the grievant in Step 2.
38
- 39 B. The grievance must involve the interpretation or application of a specific
40 provision(s) of the Agreement.
41
- 42 C. The appeal for arbitration may be submitted to either the American Arbitration
43 Association or Federal Mediation and Conciliation Service.
44
- 45 D. Upon receipt of a list of arbitrators from either AAA or FMCS, the parties will
46 use the "strike" method of selecting an arbitrator, i.e. each party will strike out
47 the name or names of unacceptable arbitrators.
48

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

11
12 Each party shall bear all costs of procuring their own witnesses, preparation of
13 exhibits and other materials to include the production of record or transcript of the
14 proceeding unless such record or transcript is desired by both parties. The fee and
15 expenses of the arbitrator and the cost of the hearing room shall be borne equally by
16 both parties. The Riverview Education Association shall bear the cost of substitutes
17 for bargaining unit witnesses or representatives appearing on behalf of the grievant.
18

19 20 ARTICLE 6.0 - LEAVES

21 22 Section 6.1 - Notification for Leave Benefits

23
24 Teachers must notify the District of the reason for and the type of leave they are
25 taking. Except for emergencies or other exigencies, notification must be provided to
26 the District prior to the leave. If the absence may be for consecutive days, the
27 District should be notified of the probable date of return.
28

29 A teacher who is absent for five (5) days or longer may be required to furnish a
30 certificate issued by a licensed physician or other satisfactory evidence of illness, to
31 the principal. The teacher may be required to submit to a medical examination or
32 other medical evaluation at the expense of the District in order to establish medical
33 fitness for the duties of the position before returning to work.
34

35 Section 6.2 - Leaves Deducted from Accumulative Sick Leave

36
37 Every teacher holding a regular full-time position shall accrue up to twelve (12) days
38 with pay for illness, injury, emergency, and other leaves as provided herein
39 accumulative to the legal limit. Every employee holding a regular part-time position
40 shall accrue such leave with pay in proportion to the relationship of their basic work
41 year as to 180 days.
42

43 A. Illness, Injury, Disability

44
45 Employees are eligible for sick leave when they will be absent from work due
46 to illness, injury, disability, emergency, doctor or dental appointments, or
47 other health care appointments.
48

1 B. Emergency Leave

2
3 Emergencies are defined as those situations that are of an urgent, immediate,
4 or unforeseen nature, which cannot be dealt with outside of working hours
5 and which require the individual to absent himself/herself from his/her duties.
6

7 C. Family Illness Leave

8
9 Employees may use sick leave for serious illness in the employee's family.
10

11 D. Parental Leave

12
13 Employees may use sick leave for adoption or the birth of his/her child.
14

15 E. Temporary Disability Leave

16
17 A leave for temporary disability, including maternity, shall be granted to an
18 employee for the period the employee is sick or temporarily disabled, upon
19 confirmation by the employee's physician and upon the employee's request.
20 The employee may use accumulated sick leave to cover temporary
21 disabilities including those caused or contributed to by pregnancy,
22 miscarriage, abortion, childbirth and/or recovery there from.
23

24 An employee with a temporary disability may, at the discretion of the
25 employee:

- 26
27 1. Request a leave, without pay, for a period of up to twelve (12) months,
28 or
29
- 30 2. Terminate employment.
31

32 The employee shall inform the District at least thirty (30) calendar days in
33 advance of the employee's intention to take leave, or in the case of an
34 emergency preventing the same, as soon as possible, of the approximate
35 time the employee expects to return to work and if the employee wishes to
36 return to his/her current position.
37

38 Every reasonable effort will be made to return the employee to his/her former
39 position if he/she had so indicated. All employment policies, written and
40 unwritten, involving such matters as availability of extensions of leave time,
41 the accrual of benefits and privileges, such as seniority, retirement, pension
42 rights and other service credits and benefits, and payment under any health
43 or temporary disability insurance or sick leave plan, formal or informal, shall
44 be applied to disability.
45

46 In any instance in which there may arise a conflict between provisions of this
47 Agreement and any state law, the state law shall take precedence.
48

1 Section 6.3 - Other Paid Leave

2
3 A. Professional Leave: Teachers may attend institutes, conferences, and
4 professional meetings upon request to the principal with approval of the
5 superintendent or his designee.

6
7 B. Association Leave: Upon written request of the Association, the District may
8 grant Association members a leave of absence of limited duration for the
9 purpose of conducting Association business. The Association will pay the
10 cost of substitutes. Such leave will not exceed two (2) consecutive days or
11 seventeen (17) days per year and will be consistent with the orderly conduct
12 of the District's total educational program and will be subject to the approval
13 of the superintendent or designee.

14
15 Twenty (20) additional days of leave per year will be granted for the
16 Association President. The Association will pay the cost of substitutes and
17 days of leave will be scheduled by the Association President and the
18 Superintendent.

19
20 C. Bereavement Leave:

21
22 1. Employees are eligible for up to five (5) days of paid leave in the event
23 of death of any member of the employee's family or personal friend.
24 This leave is not deductible from sick leave and will not accumulate
25 from year to year.

26
27 2. Additional days of leave beyond the five (5) days above may be taken
28 at the discretion of the employee for purpose of bereavement. These
29 days will be deductible from sick leave and/or personal leave.

30
31 D. Jury Duty and Subpoena Leave: Paid release days will be granted for jury
32 duty and subpoena leave. Except for expense allowance, any pay received
33 for jury duty performed on contracted days shall be signed over to the District.
34 The teacher shall notify the District when notification to serve on jury duty is
35 received. This leave will not accumulate from year to year.

36
37 Where an REA member is appearing in a hearing in an action against the
38 District, subpoena leave will not be granted.

39
40 E. Personal Leave:

41
42 1. Personal Days

43
44 a. Two (2) days of leave per year may be used for undisclosed
45 personal reasons by certificated employees. Such leave will be
46 prorated based on the employee's annualized FTE. Two (2)
47 unused personal days may be carried forward to the following

1 school year as personal leave. Personal days may not accrue
2 to more than four (4) days in any one (1) school year.

- 3
4 b. Unused personal leave may be cashed out at one hundred
5 percent (100%) of the current substitute rate for each unused
6 day of personal leave. Application for such cash out must be
7 submitted by June 15. Payment will be on the July paycheck.

8
9 2. Short-Term Personal Leave

- 10
11 a. A short-term leave of absence (1-5 days) may be granted upon
12 the approval of the immediate supervisor and superintendent or
13 designee. The teacher must provide adequate instructional
14 planning for the substitute. The District will deduct from the
15 teacher's pay the substitute rate for each day taken. If a
16 substitute is not obtained for an employee during a short-term
17 leave of absence, the District will deduct from the employee's
18 pay the substitute rate for each day taken, however, the District
19 will notify the employee of the deduction in advance.

20
21 Section 6.4 - Sick Leave Cash Out

22
23 Employees may cash in unused sick leave days above an accumulation of sixty (60)
24 days at a ratio of one full day's monetary compensation for four (4) accumulated
25 days. At the employees' option, they can cash out their accumulated days following
26 any year in which a minimum of sixty (60) days of sick leave is accrued and each
27 January thereafter, at a rate equal to one day's monetary compensation of the
28 employee for each four (4) full days of accrued sick leave. The employee's sick
29 leave accumulation shall be reduced four (4) days for each day compensated. No
30 employee may receive compensation for sick leave accumulated in excess of one
31 day per month. A maximum of one hundred eighty (180) days may be accumulated.

32
33 At the time of separation from school district employment due to retirement or death,
34 an eligible employee or the employee's estate shall receive remuneration at a rate
35 equal to one (1) day's current monetary compensation of the employee for each four
36 (4) full day's accrued sick leave for illness or injury.

37
38 For the purposes of this provision, retirement shall be defined as when an employee
39 is eligible to receive benefits under Washington State Teachers Retirement System
40 (WSTRS).

41
42 Section 6.5 - Leave Sharing

43
44 Staff members are eligible for District leave sharing benefits under the following
45 conditions:

- 46
47 A. The staff member suffers from, or has a relative or household member
48 suffering from an illness, injury, impairment, or physical or mental condition

1 which is of an extraordinary or severe nature and which has caused, or is
2 likely to cause, the employee to go on leave without pay or terminate
3 employment.
4

5 B. The staff member has depleted or will shortly deplete his or her sick leave.
6

7 C. Other staff members are willing to contribute sick leave.
8

9 Section 6.6 - Leave Without Pay
10

11 Leaves of absence for up to one (1) year without pay and benefits may be granted
12 by action of the Board of Directors upon recommendation of the superintendent.
13 Each leave request will be considered on its merits, provided that re-employment
14 may be assured if the staff member is on leave for childcare. The terms and
15 conditions of employment for return from leave must be agreed upon in writing prior
16 to leave being taken. An employee on leave must give written notification to the
17 District no later than March 1 of the employee's intent to return the following year or
18 to request additional leave.
19

20 If the employee on leave of absence requests additional leave without pay and
21 benefits, the terms and conditions of employment for return from such additional
22 leave must be agreed upon in writing prior to the granting of the additional leave.
23

24 Section 6.7 - Family Medical Leave
25

26 Employees exhausting sick leave may be eligible for Family Medical Leave Act
27 (FMLA) benefits. At the discretion of the employer, sick leave may be taken
28 concurrently with family medical leave.
29

30 Section 6.8 – Military Leave
31

32 The following provisions are consistent with the Uniformed Services Employment
33 and Reemployment Act of 1994 (USERRA, Title 383 United States Code):
34

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

42 B. Upon timely notice to the District of the teacher's honorable discharge and
43 intent to return, the teacher shall be offered the first available position for
44 which he/she is qualified.
45

46 C. A teacher who is on active duty for more than thirty (30) consecutive days
47 may elect to continue District recognized health insurance for himself/herself

1 and his/her family for up to eighteen (18) months. The teacher shall be
2 responsible for the cost of said health insurance premiums.

- 3
4 D. Compensation for an employee required to take military leave shall be
5 consistent with USERRA.

6
7 Section 6.9 – Job Shares

8
9 A. Definition

10 Job Sharing means the situation whereby two certificated continuing contract
11 K-5 employees voluntarily agree in writing to share one position that would
12 normally be filled by one employee.

13
14 B. Application

15 Employees seeking to “job share” must submit a written application along with
16 a signed written agreement to Human Resources Services no later than
17 March 1 prior to the school year the job share is to commence. Approval of a
18 job share is on a case-by-case basis and is contingent on the job share
19 applicants reaching a written agreement with the District addressing the terms
20 and conditions of the job share, including, but not limited to, employee
21 absences or resignation of one of the job sharing employees, proration of
22 employee benefits, responsibility for participation in staff meetings and
23 committees, class preparation, grading, parent conferences, planning time,
24 and other instructional responsibilities. Said written agreement must be
25 signed by the job share applicants; the immediate supervisor; the Association
26 President; and the Assistant Superintendent, Human Resource Services. No
27 later than April 15, Human Resources will notify the job share applicants that
28 the application for job share has been approved or denied. If the job share is
29 denied, Human Resources will provide the reason(s) for denial. If approved,
30 job shares are in effect for one (1) year at a time and must be approved
31 annually. Denial of job share shall only be subject to Step 1 and Step 2 of the
32 grievance process outlined in this collective bargaining agreement.

33
34 C. Job Share FTE

35 Job share employees shall be granted an unpaid leave of absence for that
36 portion of his or her FTE not worked. Salary and benefits shall be prorated
37 based on each employee’s job share FTE.

38
39 D. Job Share Duration

40 Job-sharing will be for at least one (1) school year and may not exceed two
41 (2) consecutive years. After a certificated employee returns to work to his/her
42 prior position for one (1) full school year, he/she is eligible for an additional
43 job share; however, in no event shall an employee exceed six (6) years of
44 job-share status.

1 C. F.I.C.A.

2
3 D. Absences not provided for by paid leave provisions (computed at the per
4 diem rate based on the teacher's annual salary for each day's absence).

5
6 The following deductions, as well as other Board approved deductions, may be
7 made if authorized by the individual teacher:

8
9 A. Association dues.

10
11 B. Board approved Medical Insurance.

12
13 C. Board approved Dental Insurance.

14
15 D. Board approved Salary Insurance.

16
17 E. Board approved Tax Sheltered Annuities.

18
19 F. Credit Union deductions with School Employees Credit Union of Washington
20 or any other financial institutions that may be approved by the Board.

21
22 G. Other Insurance programs as approved by the Board.

23
24 Section 7.3 - Payment Provisions

25
26 A. All teachers shall be paid in twelve (12) monthly installments. Each check
27 shall contain one-twelfth (1/12) of the contracted salary, except where noted
28 in Section 7.4 of this article. Payroll checks shall be issued to the teacher on
29 the last district business day of each month.

30
31 B. In the event of a mistake in payment, resulting in underpayment, corrections
32 shall, in most cases, be made on the next paycheck. If the underpayment is
33 more than \$100.00 and creates a hardship for the employee, a check will be
34 issued in a timely manner.

35
36 C. The District will pay approved pay claims submitted to the business office
37 according to the accounts payable calendar.

38
39 D. All compensation owed to a teacher who is leaving the District shall, upon
40 request, be paid within forty-five (45) days after the final day of work.

41
42 E. The District will make a best effort to issue Certificated Employee Contracts
43 by the end of October.

44
45 Section 7.4 - Certificated Salary Schedules

46
47 REA certificated staff shall be appropriately placed on the current salary schedule to
48 include one year experience and any further educational credits reported to the

1 District by October 1. Applicable experience increments will be applied to the
2 September paycheck; applicable educational credits, on the October paycheck
3 retroactive to the beginning of the contract year.
4

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

12 See EXHIBIT I: SALARY SCHEDULE 2010-2011
13

14 Section 7.5 - Activities Pay Schedule
15

16 See EXHIBIT II: TEACHERS ACTIVITY PAYMENT SCHEDULE
17

18 Section 7.6 - Travel
19

20 Teachers utilizing their private automobile to travel on school business shall be
21 compensated for mileage at the applicable I.R.S. rate. All teachers who, by nature
22 of their assignment, must travel between schools or are required to make home
23 visitations shall also be reimbursed for mileage at the applicable I.R.S. rate and must
24 have prior approval from the superintendent or designee.
25

26 Section 7.7 - Insurance
27

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

37 B. The amount legislatively funded per month per full-time teacher will be
38 provided by the District, as outlined below, for Board-approved group
39 insurance program(s) premium costs. Annual adjustments will be made by
40 the December payroll. The legislatively funded amount for employee benefits
41 will be passed through to the employee. Each year of this Agreement, the
42 District will pay the additional amount required for the Health Care Authority
43 (HCA) retiree insurance reserve fund.
44

45 Dollar amounts accruing to the District because of the limitation on basic
46 insurance benefit options shall be pooled and made available to reduce out-
47 of-pocket premium costs for employees needing basic insurance benefits

1 coverage for dependents. Board-approved programs are: Life insurance,
2 Medical Insurance, Dental Insurance, Vision and Long-term Disability.

3
4 C. If the amount legislatively funded per month (or adjusted rate per teacher)
5 does not cover the premiums in full for those insurance plans selected by the
6 eligible teacher under "B" above, the District shall deduct from the teacher's
7 monthly salary the amount necessary to pay the premium(s) due.

8
9 D. When both husband and wife are employed by the District, amount to be paid
10 by the district may be applied, at their option, to a joint insurance plan(s)
11 rather than two separate plans carried by each individual.

12
13 E. Domestic Partner Eligibility and Coverage: Enrollment for domestic partners
14 and dependents may occur only during the open enrollment period. The final
15 date for enrollment is October 15 of each year. The employee will be directly
16 responsible for premiums; unused state benefit dollars and pooled dollars are
17 not available. Participating employees and their partners will be required to
18 submit an affidavit of domestic partnership prior to enrollment. As with all
19 personal information, employee privacy will be maintained and upheld.
20 Specific details of the domestic partnership provision are available from the
21 benefits department upon request and will be consistently shared during new
22 employee orientation.

23
24 F. Dental: The District shall pay the cost of a Board-approved dental plan for
25 each full-time teacher per the requirements of the carrier as within the
26 guidelines of "B" above.

27
28 G. Part-time teachers will receive a pro-rata FTE share of the amount
29 legislatively funded per month toward the Board-approved dental insurance
30 program, with any excess amount to be available for other Board-approved
31 insurance programs described herein.

32
33 H. It is mutually agreed that in the event the Legislature appropriates funds for
34 the purpose of increasing the amount available for the employee's insurance
35 premium costs during the period of this contract, the amount which is
36 otherwise provided for herein shall be increased subject to the receipt of such
37 funds by the District and in compliance with such distribution guidelines as
38 may be adopted by the Office of the State Superintendent of Public
39 Instruction and/or the District.

40
41 I. Employees are eligible for the District's IRS Section 125 Cafeteria Plan.

42
43 J. The district will provide \$25,000 group term life and accidental death and
44 dismemberment insurance coverage for all employees.

45
46 K. Employees are eligible for benefits provided by the Employee Assistance
47 Program.

48

- 1 L. In the event that changes to insurance benefits, programs or plans are
2 contemplated, a District Benefits Advisory Committee will be activated to
3 review and consider those changes. If the Benefits Committee feels that a
4 survey of the employees affected is valuable, a survey will be conducted.
5 The Benefits Committee will review the results of employee feedback and
6 make a recommendation to the Superintendent. The composition of the
7 District's Benefits Advisory Committee is three (3) representatives of the REA,
8 three (3) classified employee representatives, and one (1) building
9 administrator, the Superintendent or designees.

10
11
12 ARTICLE 8.0 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

13
14 Section 8.1 - Contract Days

- 15
16 A. Teachers will be contracted for one hundred eighty (180) days.
17
18 B. The adopted school calendars are attached as EXHIBIT V.
19
20 C. The three-year school calendar will be developed in the following manner:
21
22 1. The Superintendent will establish an inclusive committee to meet at
23 least one time each year in January to review the District calendar.
24 Every effort shall be made for the committee membership to include:
25 two (2) District administrators, five (5) REA members (1 from each
26 level and two (2) at large), two (2) classified employees, two (2)
27 parents, and one (1) community member.
28
29 2. This committee will:
30 a. develop a three-year school calendar draft eighteen (18) months
31 prior to the expiration date of the previous three-year school
32 calendar;
33 b. verify the accuracy of the school calendar on a yearly basis;
34 c. provide a draft to internal and then to external stakeholders for
35 feedback;
36 d. modify the school calendar if appropriate based on the
37 feedback; and
38 e. communicate the final School Board version of the three-year
39 school calendar to all stakeholders.
40
41 3. The committee will complete the process of the final version of the
42 three-year school calendar prior to February 15th of the year preceding
43 implementation.
44
45 D. Calendar: The District will set the first day of instruction and High School
46 Graduation. An REA representative from the High School will work with the
47 High School Principal to set the Senior Project half-days.
48

1 E. Early Release Days: (Building-Directed, District-Directed, and Collaborative
2 Planning Time)

3
4 The District and the Association recognize that, in order to focus on improved
5 student learning and address common priorities and goals, time is needed for
6 planning, collaboration, professional development, and communication.
7 Release time for this work will be designated for Building-Directed, District-
8 Directed, or Collaborative Planning Time.

9
10 Building-Directed Days: Four (4) Building-Directed Days will be dedicated to
11 teacher-directed time. Staff will work on self-identified needs individually or in
12 groups based on personal choice.

13
14 District-Directed Days: Two (2) District-Directed Days will be dedicated to
15 district-directed time. This may include required professional development,
16 Senior Project activities, Collaborative Planning Time, or other district-directed
17 work.

18
19 Collaborative Planning Time: Eleven (11) Collaborative Planning Time Days
20 will be scheduled to accommodate a wide variety of collaborative activities
21 including, but not limited to, district-wide assessments, vertical teaming, grade
22 level meetings, Senior Project, content area meetings, specialist meetings,
23 and curriculum development/alignment/articulation/assessment. Two (2) of
24 the days will be dedicated to district-facilitated activities. Nine (9) of the days
25 will be dedicated to building and program work according to plans submitted
26 from each building and program by June 1st of the prior school year.

27
28 Definition: Collaborative Planning Time (CPT) is to be used as the words
29 indicate, to collaborate as colleagues and/or with internal/external
30 consultants. Each building will work with staff and the district to plan
31 meaningful activities aimed at improving student learning. Such activities
32 could include horizontal and vertical team meetings, programs and activity
33 planning, group consultation, curriculum alignment and assessment,
34 specialist meetings, etcetera. Each building will work with the district to make
35 a tentative plan for how CPT will be utilized prior to June 1st of each academic
36 year. It is expected that the district and schools frequently communicate
37 action plans and accomplished objectives with the community through
38 available media. Community relations are a vital part of continued support for
39 CPT. Administrative, certified, and classified employees are all expected to
40 participate in CPT as appropriate.

41
42 The District will create a joint RSD/REA committee to review the purpose,
43 number, scheduling, and use of Early Release Days. The Joint committee
44 will begin meeting in the spring of 2011 and provide recommendations to the
45 Superintendent and REA President no later than February 2012.

1 Section 8.2 - Time, Responsibility, Incentive (TRI) Pay

2
3 A. Seven (7) additional days of work will be offered by the District for 2010-2011.
4 Effective 2011-2012, eight (8) additional days of work will be offered by the
5 District.

6
7 B. Compensation for each full day worked shall be at the employee's per diem
8 rate calculated by dividing the employee's placement on the certificated salary
9 schedule by the employee's length of contract as provided in Section 8.1, A
10 and B above. Compensation for a less-than-full-time employee shall be
11 prorated. Additional days of work are not accumulative. Principals are
12 required to keep records of teacher's verification of fulfillment of each of the
13 days. These records should be turned in to the District Personnel Office no
14 later than June 30th each year.

15
16 Payment for additional days will be made in twelve (12) equal installments
17 and will be included with each regular pay warrant. Adjustments for any days
18 not worked will be deducted from the August warrant.

19
20 C. Use of the additional days of work will be offered as follows:

21
22 Day 1: The second day before school starts

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

25
26 Day 2: The first day before school starts

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

31
32 Days 3 and 4: Report Card Preparation Days

33 These two days will be used for planning and preparation of report cards and
34 planning of the next few months of the year. Buildings will be open for staff
35 use on these days.

36
37 Day 5:

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

43
44 Day 6:

45 The day will be scheduled on fall State In-service Day and will be used for
46 attendance at State in-service training, or District-scheduled in-service, or a
47 mutually agreed upon plan for the day by the employee and his/her

1 supervisor. The employee shall notify his/her supervisor of which of the
2 above options he/she has chosen.

3
4 Day 7:

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

7
8 Day 8 (Effective 2011-2012):

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

11
12 Section 8.2.1 – Compensation for Professional Responsibility

13
14 A. Each FTE (1.00) employee shall be compensated for professional
15 responsibilities performed during the school year and outside of the regular
16 workday.

17
18 B. The compensation for activities appropriate for professional responsibility
19 compensation shall include but not be limited to:

- 20
21 • Professional development,
22 • Attending classes for credit/clock hours,
23 • Special curriculum projects,
24 • Basic/special needs curriculum planning,
25 • Professional materials research,
26 • Student assessment,
27 • Un-compensated building work (e.g. open house, winter
28 concert, dance chaperone, activities supervision, etc.)
29 • Special education conferencing, (IEP, MDT, etc.)
30 • And other professional services.

31
32 C. Compensation for professional responsibilities for each FTE employee
33 shall be the equivalent of:

- 34
35 19.5 days of per diem pay effective 2010-2011
36 20.5 days of per diem pay effective 2012-2013

37
38 D. Payment for professional responsibility will be made in twelve (12)
39 equal installments and will be included with each regular pay warrant.
40 Verification of professional responsibilities shall be required of each
41 individual in accordance with District forms and procedures.

42
43 Section 8.2.2 – Compensation for Technology Integration and Training

44
45 Technology Integration Committee: No later than October 1, 2010, the
46 District Director of Technology will chair a Technology Integration Committee
47 comprised of up to three (3) employees appointed by the REA and up to three

1 (3) District appointed members. The Committee will develop an agreed upon
2 accountability process and verification form to measure technology integration
3 consistent with District and State technology goals, including the use of the
4 Tiers of Technology Integration for Teachers and the Washington state K12
5 Ed Tech Standards. Recommendations made by the Committee will be
6 provided to the Superintendent or designee and the REA President for review
7 and approval.

8
9 2010-2011: Compensation for Technology Integration activities will be in the
10 form of a technology stipend of \$500 per FTE in 2010-2011. To earn this
11 stipend, employees will assess their current use of technology and identify
12 goal areas for technology integration based on the standards recommended
13 by the Technology Integration Committee for the ensuing school year.
14 Employees will complete an agreed upon verification form to document the
15 Technology Integration work they have performed and submit it to their
16 supervisor for approval. Said form will be submitted no later than June 1 for
17 payment.

18
19 2011-2012 and 2012-2013: Compensation for Technology Integration
20 activities will be in the form of annual technology stipend of \$1,025 for 2011-
21 2012 and \$1,125 for 2012-2013 per FTE. To earn this stipend, employees
22 will integrate technology knowledge and skills based on the standards
23 recommended by the Technology Integration Committee during the 2010-
24 2011 school year. Employees will complete an agreed upon verification form
25 to document the Technology Integration work they have performed and
26 submit it to their supervisor for approval. Said form will be submitted no later
27 than June 1 for payment.

28
29 Technology Training: Up to four (4) hours for 2011-2012 and 2012-2013 per
30 employee for technology training (at the district curriculum rate) to be time-
31 sheet.

32
33 The parties agree that stipends for Technology Integration are contingent on
34 funds from the technology levy.

35
36 Section 8.2.3 – Longevity Pay

37
38 Each employee with seventeen (17) or more years of full-time service, as
39 recognized by the OSPI (Office of Superintendent of Public Instruction) shall
40 be paid \$1,000.00 each year. Such pay will be in recognition of leadership
41 responsibilities and shall be an incentive for continuous professional service
42 in public education.

43
44 Section 8.2.4 – Educational Support Associates (ESA) Stipend

45
46 Each ESA staff member who is highly qualified* with specific credentials will
47 be eligible for a \$1,750 per year stipend.

48

1 *Highly qualified refers to having attained:

2		
3	Nurse:	National School Nurse Certification
4		
5	Occupational Therapist:	National Board Certification in
6		Occupational Therapy
7		
8	Physical Therapist:	National Physical Therapy Exam
9		
10	Speech Language Pathologist:	Certificate of Clinical Competence
11		
12	Psychologist:	National Certification in School
13		Psychology or American Board of
14		Professional Psychologist Diplomate.
15		

16 An ESA employee who receives an ESA stipend and who earns a National Board
17 Certification stipend will receive whichever stipend is greater but not both.

18
19 Section 8.3 - Work Day/Class Coverage

20
21 A. The total length of the workday for employees subject to this Agreement shall
22 be seven (7) hours and thirty (30) minutes, including a thirty (30) minute duty-
23 free lunch period. No teacher shall be required to participate in IEP
24 conferences beyond the teacher workday.

25
26 B. Principals may call up to two (2) staff meetings per month (but not on the
27 same day) which may extend beyond the contracted workday by no more
28 than forty-five (45) minutes.

29
30 Attendance at these staff meetings shall be noncompulsory. Staff members
31 not attending are accountable for information presented and are expected to
32 support staff decisions made at such meetings. These meetings are to be
33 scheduled at least two weeks in advance, except in emergency situations.

34
35 In recognition of time in attendance at said noncompulsory staff meetings,
36 staff members may, with notice to their principal/administrator, elect to adjust
37 their arrival/departure time(s).

38
39 C. Every reasonable attempt will be made to limit the number of separate
40 preparations for secondary teachers to three (3) and if possible, a maximum
41 of four (4), subject to the available resources of the District.

42
43 D. Secondary staff will not be required to teach outside their areas of expertise
44 and training, provided, however, that the educational program of the District
45 shall be the first consideration for class assignment.

46
47 E. Elementary teachers shall be guaranteed an average of one hundred fifty
48 (150) minutes per week for conference/preparation time during the student

1 day. Elementary teachers shall have a twenty-five minute block of time per
2 day for conference/preparation time prior to the beginning of the student day.
3 If necessary, the building administrator may schedule an extended meeting
4 which extends into the above described twenty-five minute
5 conference/preparation time. However, the staff must have one (1) work
6 day's notice of such extended meetings as described in this subsection.
7 Conference/preparation time shall be used for the purpose of parent/teacher
8 conferences, teacher/student conferences, course preparation and
9 administrator/teacher conferences.

10
11 F. Elementary physical education teachers, music teachers, and Library Media
12 Specialists will provide conference/preparation time.

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

22
23 H. Middle School teachers shall be assigned five (5) teaching classes per day
24 and shall have a conference/preparation period within the student day.

25
26 I. High School teachers shall be assigned five teaching classes and one
27 conference/preparation period. Two days of the week each teacher will teach
28 all five classes and have one preparation period. Two days of the week each
29 teacher will teach three classes and have one preparation period. One day of
30 the week each teacher will teach four classes and have no
31 conference/preparation period. All high school certificated staff will also be
32 assigned advisor program duties.

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

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

45
46 J. Class Coverage: A teacher authorized by a building/program administrator or
47 his/her designee to cover another employee's class during the teacher's
48 preparation period will be compensated at a rate of \$30.00 per period at the

1 Middle School. At the high school, teachers will be compensated \$30.00 per
2 period on non-block days and \$50.00 per period on block days. Elementary
3 class coverage will be at the rate of \$30.00 per hour or proration for less than
4 one hour.
5

6 When teachers are absent for a period of time other than a full day or a half
7 day and class coverage is utilized to cover the teacher's absence, then the
8 procedure for deducting the absence will be in hourly increments rounded to
9 the nearest hundredth. Teachers are encouraged to schedule appointments
10 outside of the student day. In the event that a teacher is absent for a leave
11 identified in Section 6.2A of this Agreement during the contract day, but
12 outside of the regular student day, there shall be no deduction taken from
13 accumulated leave.
14

15 Deductions for absence on reduced student days shall be in hourly
16 increments, rounded to the nearest hundredth.
17

18 K. In the event the District changes the configuration/number of periods for a
19 secondary school, the parties will renegotiate paragraphs H, I, and J above.
20

21 L. Alternative Program: It is recognized that at times, alternative programs will
22 be structured differently than traditional school programs. The District and
23 Association recognize that some aspects of the teaching assignment, such as
24 prep time, may be scheduled outside the regular student day to
25 accommodate program needs. Such deviations from the contract should be
26 discussed in advance with the teacher.
27

28 Section 8.4 - Student Discipline and Staff Rights 29

30 The District shall support employees in their lawful use of disciplinary measures to
31 maintain order and protect the safety and well being of students in their charge as
32 well as themselves. When an employee exercises legal authority to control and
33 maintain discipline, said employee shall use reasonable and professional judgment.
34 Students will be disciplined in accordance with the state and federal law, district
35 policies and school discipline rules.
36

37 Each building principal shall annually review with his/her employees, building
38 disciplinary rules and regulations. Such review shall include employee/employer
39 responsibilities, building disciplinary standards, District policies on progressive
40 student discipline procedures, and State and Federal laws regarding student/staff
41 rights and responsibilities. This handbook will be updated to reflect any changes in
42 policies, laws, and standards referenced in this section.
43

44 Each spring, school principals will meet with staffs to review and/or make
45 recommendations regarding building disciplinary standards and procedures to
46 ensure uniform understanding and enforcement of building standards.
47

1 Each teacher is empowered to exclude any student who creates a disruption of the
2 educational process in violation of the building disciplinary standards while under the
3 teacher's immediate supervision from his or her individual classroom and
4 instructional or activity area for all or any portion of the balance of the school day or
5 until the principal or designee and teacher have conferred, which ever occurs first:
6 provided that, except in emergency circumstances, the teacher shall have first
7 attempted one or more alternative forms of corrective action: provided further that in
8 no event without consent of the teacher shall an excluded student be returned during
9 the balance of the particular class or activity period from which the student was
10 initially excluded.

11
12 Students who have exhibited, or have a history of violent or threatening behavior,
13 will be identified to the student's assigned staff, and to other staff on a need-to-know
14 basis, as soon as the information is known.

15
16 Section 8.5 - Class Size/Case Load

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

- 30
31 1. The relief provided herein may be waived upon written agreement
32 between teaching staff member(s) and administrators, at an
33 elementary school level, or on a departmental basis, where such staff
34 member(s) and administrators have developed and arranged special
35 variations in curriculum, instructional methods, and staff organization.
36 Any payments required by the relief provisions below will be made in
37 lump sum at the end of the first pay period following the end of the
38 quarter. Requests for relief must be made no later than the end of the
39 quarter in which the class size was exceeded or the relief will be
40 forfeited.
- 41
42 2. A teacher may, at his or her request, convert any pay generated by
43 class overloads to educational assistant time at a rate of \$16.10 = 1
44 hour of additional EA time provided the District makes a good faith
45 effort to hire a qualified educational assistant. If the District cannot hire
46 a qualified educational assistant as provided above, a dollar amount
47 based on the EA time as provided above will be available for

1 classroom supplies, materials, or other relief as agreed upon by the
2 principal and the affected classroom teacher.

- 3
4 3. Elementary: Subsequent to the tenth (10th) school day of the quarter,
5 whenever the number of students assigned to a full time (1.0 FTE)
6 elementary school class during the quarter reaches or exceeds the
7 numbers listed below, the elementary teacher(s) will notify the District.
8 The District will verify the overload, and within ten (10) school days
9 take the following action to give relief to the teachers affected if the
10 overload continues beyond the ten (10) day period. The elementary
11 classroom teacher(s) affected shall receive additional relief, prorated to
12 teacher FTE, as provided below. Each half-time kindergarten session
13 will receive .5 relief listed below.

14
15 K-1 at 24 students \$112.50 additional per student over 23 per quarter
16 at 25 students 1 hr of additional educational asst. time per day
17 at 26 students 1 hour of additional educational asst. time per
18 week

19
20 2-3 at 25 students \$112.50 additional per student over 24 per quarter
21 at 26 students 1 hr of additional educational asst. time per day
22 at 27 students 1 hour of additional educational asst. time per
23 week

24
25 4-5 at 28 students \$112.50 additional per student over 27 per quarter
26 at 29 students 1 hr of additional educational asst. time per day
27 at 30 students 1 hour of additional educational asst. time per
28 week

29 Multiage/combo class overload adjustments will be based on a
30 trigger number equal to the lowest grade level in the class.

31
32 PARADE, music, physical education and library classes are excluded
33 from these provisions.

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

44
45 Middle school classroom teachers shall receive additional relief as
46 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 tenth (10th) school day of the quarter,
6 whenever the number of students assigned to a high school
7 classroom teacher during the quarter reaches one (1) or more
8 classes (instructional periods) of thirty-one (31) students, the teacher
9 will notify the District. The District will verify the overload, and within
10 ten (10) school days take the following action to give relief to the
11 teacher(s) affected if the overload continues beyond the ten (10) day
12 period. Music, physical education, CLIP and PARADE are excluded
13 from these provisions.
14

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

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

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

25 Section 8.6 - IEP Student Caseload
26

- 27 A. Subsequent to the October enrollment report, whenever the teacher notifies
28 the District the number of students with IEPs assigned to a teacher reaches
29 an overload level as specified below, the District will verify the overload, and
30 within ten (10) school days take the following action to give relief to the
31 teacher(s) affected if the overload continues beyond the ten (10) day period.
32
- 33 B. All elementary classroom teachers in the regular classroom program who
34 have over three (3) students with Special Education IEPs, excluding students
35 with Communication Disorder only IEPs, shall receive an hour of additional
36 educational assistant time per day. Music, library and physical education
37 classes shall be excluded from this provision.
38
- 39 C. All secondary classroom teachers in the regular classroom program who have
40 over three (3) students with Special Education IEPs, excluding students with
41 Communication Disorder only IEPs, per class (instructional period) shall
42 receive an additional hour of educational assistant time per week. For music,
43 one (1) hour of EA time will be granted each music class that exceeds a ratio
44 of 1 IEP Student per 10 enrolled students.
45
- 46 D. Exceptions to the Sections 8.6.B – 8.6.C:
47

- 1 1. Students with IEPs providing EA time in a class will not count toward
- 2 triggers as provided above, or
- 3
- 4 2. District determined special class(es) with EA time greater than
- 5 provided in section 8.6.B – 8.6.C is/are exempt from relief, or
- 6
- 7 3. Relief options other than EA time that are agreed upon mutually by the
- 8 teacher and her/his administrator, or
- 9
- 10 4. A secondary Specific Learning Disability student automatically counts
- 11 toward the trigger in classes that are directly referred to in his/her IEP.
- 12 A teacher whose class content is not referred to in the student's IEP
- 13 may appeal to the administrator to have that student count toward
- 14 trigger numbers.
- 15

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

17 3-4 of 8.6.D above, the matter may be appealed to the District Review

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

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

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

21 a tie. The District Review Committee will meet within five (5) school days of

22 receipt of the request. The District Review Committee will use the following

23 criteria as a guideline in reviewing the appeal:

24

- 25 1. Range of student performance
- 26 2. Student combinations
- 27 3. Limits of supplies and/or facilities
- 28 4. Safety regulations
- 29 5. The teacher's experience
- 30 6. Categories of student need as established by the State
- 31 Superintendent's Office
- 32 7. Interaction of student disability with the curriculum
- 33

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

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

36 following the hearing.

37

38 Section 8.7 - Specialists' Work Loads

39

40 A. Basic Ed Specialists' Work Loads

41

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

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

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

45 Additional relief will be provided as described below:

46

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

1 B. Special Education Case Loads

2
3
4
5
6

1. Based on the actual IEP headcount reported to the state on the monthly special education counts, the district will use the following guidelines in scheduling special education teachers, SLPs, and OTs:

Program	Number of Student IEP's	FTE Certificated Staff	Hours EA Staff Per Day
Mild/Moderate	26	1	6.5
	31		Add 3.5 hours
	36		Add 3.0 hours
	41		Add 3.0 hours
Early Childhood - Preschool	22	1	1 adult to three IEP students
Integrated Kindergarten	22	1	1 adult to five IEP students
Moderate/Severe	8	1	13 hours
	10		Add 3.5 hours
	12		Add 3.5 hours
Combinations of Mild/Moderate - Moderate/Severe	Based on percentages of students in class	Based on percentages of students in class	Based on percentages of students in class
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

7
8
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20

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 the District Review Committee (Section 8.6E) with the understanding that at least one of the teachers would be a specialist.

1 C. Other Specialists: All other specialists (certificated REA members) who have
2 a caseload/workload concern may use the following process:
3 The specialist, and at the specialist's option, an REA representative and the
4 District supervisor of the specialist's program will meet to seek an appropriate
5 solution to the concern. Solutions may include any of the following (but not
6 limited to): evaluation of caseload and job responsibility, schedule adjustment,
7 substitute time, equalization of caseloads among staff, assignment of
8 additional staff, contracting with other agencies for the provision of services,
9 scheduling additional time and compensation for existing staff, overload pay
10 or adding educational assistant time or other support strategies as may be
11 determined. Any of the preceding solutions which involve employee
12 pay/compensation will be consistent with this Collective Bargaining
13 Agreement.

14
15 D. The District will allow up to three (3) additional days of work at per diem for
16 special education teachers, early childhood special education teachers,
17 Speech Language Pathologists, and Occupational Therapists for the following
18 duties:

- 19
20 1. Up to 360 minutes per year for required special education meetings;
21 provided that, not more than one 45-minute meeting per month will be
22 scheduled.
- 23
24 2. The implementation of and coordination of student IEPs and other
25 special education duties as required and documented in accordance
26 with District procedures.
- 27
28 3. Documentation of additional time worked shall be in accordance with
29 District reporting procedures.
- 30

31 E. Early Start Program: One Carnation Elementary, one Stillwater Elementary,
32 and one Cherry Valley Elementary Special Education Teacher shall each
33 receive \$2,200.00 each year for additional assigned time and responsibilities
34 required for the Special Education Early Start Program. In addition, each
35 such teacher may schedule one day per month of release time for planning.
36 The District shall bear the cost of the substitute. Said monthly release time
37 shall not accumulate beyond two (2) days to be used during the current
38 school year. Release time cannot be carried over to the following school
39 year.

40 41 Section 8.8 – Schedules for Itinerant Teachers

42
43 Whenever possible, itinerant teachers should be scheduled in only one school per
44 day. If the instructional program requires that an itinerant be scheduled for two
45 schools in one day, care should be taken that the schedule does not place
46 unreasonable demands on the teacher. As a guideline, approximately twenty (20)
47 minutes should be allowed for leaving one classroom, and twenty (20) minutes for

1 setting up the new classroom site prior to instruction. Adequate travel time between
2 the sites should also be included.

3
4 Section 8.9 – National Board for Professional Teaching Standards Support

5
6 An employee who is a candidate for National Board Certification will be granted up
7 to three (3) days of release time with pay for duties and requirements for National
8 Board Certification. In addition, each candidate will be reimbursed up to \$800.00 for
9 certification fees.

10
11 Section 8.10 – Professional Certification

12
13 For each employee working toward Professional Certification, the District will pay up
14 to \$500 toward reimbursement of fees required for such certification.

15
16 Section 8.11 – Employee Support Funds

17
18 Each 1.0 FTE employee is eligible for a maximum of \$500 each year for professional
19 development; supplies, equipment and materials; and/or substitutes. Less than 1.0
20 FTE employees are eligible for a pro rata amount of said \$500. Said amount will be
21 for:

22
23 A. Professional Development: Professional development must be directly
24 related to the employee's current job assignment and be sponsored by a
25 college, a school district, a professional organization, or a pre-approved plan
26 by the employee's supervisor.

27
28 B. Supplies, Equipment, and Materials: Supplies and materials must be for
29 instructional purposes and consistent with the District's instructional program.
30 Supplies, equipment and materials purchased by employees in accordance
31 with District procedures are the property of the District. Technology
32 equipment/software must be approved prior to purchase by the employee's
33 supervisor.

34
35 C. Substitutes for Professional Growth: Substitutes provided to give release
36 time to employees for professional growth as approved by the employee's
37 supervisor.

38
39 D. Groups of employees at a building or site may pool their individual allocations
40 to make a collective purchase or purchases. All participants pooling funds will
41 state the benefits and obtain the approval from their building administrator for
42 the purchase or purchases. This pooling is managed at the building level.

43
44 The allocation to each site will be consistent with District procedures.

45
46 Section 8.12 – Educational Assistant Time

1 The District recognizes the important work that Educational Assistants perform in the
2 operation of the schools; consequently, the District will budget to provide substitutes
3 in the event an Educational Assistant is absent.

4
5 A. When the absence of an Educational Assistant is known prior to the start of
6 the Educational Assistant's workday and is for at least one full day, the
7 District will make a best effort to provide a substitute for said Educational
8 Assistant.

9
10 B. When a partial day absence of an Educational Assistant is known prior to the
11 start of the Educational Assistant's work day, the District will make a best
12 effort to (1) provide a substitute, (2) provide other coverage, or (3) implement
13 an alternate solution agreed upon by the Principal and the affected
14 teacher(s). The term "teacher" shall refer to all REA bargaining unit
15 members.

16
17 C. The District is not required to provide a substitute Educational Assistant for
18 the period of absence during the workday when an Educational Assistant
19 leaves his/her job because of illness or emergency.

20
21 E. The District may forego providing a substitute Educational Assistant when the
22 absent Educational Assistant's normal duties are not directly related to
23 student supervision or instruction.

24
25 Section 8.13 - Committee Pay

26
27 A. Beginning 1995-96, the District will make available \$100 per FTE employee,
28 for building committee work under the direction of the building principal and
29 the site-based committee.

30
31 B. By October 15 of each school year, the District will provide the Association
32 with a list of known District committees for which pay is applied. Committees
33 added later will be added to the list.

34
35 Section 8.14 - Curriculum Development

36
37 Curriculum Development includes areas such as curriculum adoption, alignment,
38 articulation, and assessment.

39
40 In recognition of the professional contributions of Riverview teachers to the District's
41 instructional program, several teacher leaders will be selected each year to lead
42 district committees doing curriculum development. Stipends and/or release time will
43 be available for these curriculum chairpersons.

44
45 When a new Curriculum Development Committee is formed, all REA members will
46 be notified for consideration to join the Committee no later than October 1st of each
47 year. Any REA member wishing to participate on a Curriculum Development
48 Committee should contact the Director of Teaching and Learning for consideration.

1 Efforts will be made to include representation from all buildings and programs as
2 appropriate. The REA President or designee can also provide recommendations for
3 member participation and committee leadership on District Curriculum Development
4 Committees.

5
6 Section 8.15 - Site-Based Council
7

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

15
16 It is agreed that at least fifty percent (50%) of the Site-Based Council must be
17 composed of REA certificated staff. In designing the balance of the Council
18 membership, it is expected that the principal will serve on this Council. In addition,
19 there will be a parent position on each Council, and consideration shall be given for
20 representation of all groups of the school community. REA certificated staff at the
21 site will be represented by REA certificated staff on the council.

22
23 Each Site-Based Council will be allocated the funds to be used for bargaining unit
24 members, whether to be used for compensation, professional development, or
25 release time. The funding allocation is calculated at \$400 per REA certificated staff
26 member.

27
28 The Site-Based Council will develop a budgeting plan including areas of focus and
29 allocation of site funds which includes instructional (activity 27), extra-curricular
30 (activity 28), and the site-based allocation noted above. The Site-Based Council
31 shall distribute activity 28 funds among activities and WIAA sanctioned music and
32 athletic events. The proposed plan will be published at least one week prior to a
33 staff meeting where it will be presented for discussion and input. The staff's input
34 will be taken into consideration by the Council in order to finalize the plan. By June
35 1 of each school year there will be a review of the plan by the Council and an
36 assessment of the use of funds. If the site-based allocation is not used and a site
37 council would like to carry the funds over to the next school year, this may be done
38 with the approval of the Superintendent.

39
40 No employee shall be excluded from the bargaining unit as a supervisory or
41 managerial employee, with regard to the Labor Relations Act, because of his/her
42 participation in an approved site-based decision-making body.

43
44 Section 8.16 - Emergency Procedures
45

46 Each building principal shall, by September 30, review with his/her staff the
47 building/District emergency procedures in the event of a building lock-down,

1 evacuation, or other occurrences(s) requiring emergency procedures.¹ Said review
2 shall include specific expectations of staff during emergency procedures. Said
3 review² shall additionally include notification of staff of the schedule of periodic drills
4 and practices during the school year appropriate to the building. The review shall
5 also include the specific building/District commitments to assist staff members in the
6 event of said emergency occurrences.

7
8 Section 8.17 - Staff Required Moves
9

10 Certificated staff members who move within or among buildings will be paid
11 according to the pay matrix below for both the packing and unpacking of the
12 classroom instructional/curriculum materials. Payment shall be made in a lump sum
13 within sixty (60) days of a properly submitted pay claim. Teachers can expect
14 assistance in transferring items between classrooms. If the move is initiated by the
15 building, the stipend shall come from building resources. If the move is initiated by
16 the District, the stipend shall come from District resources.

17
18 With approval of the superintendent or his or her designee, there is an option for
19 additional compensation and/or other assistance in case of exceptional
20 circumstances.

21
22 A. Definition of Moves:

- 23
24 1. A "district-initiated move" means: Construction or maintenance related
25 moves, transfers or reassignment required by reductions, increase or
26 reconfiguration of staff within/among building or buildings driven by
27 enrollment changes or district required program changes.
28
29 2. A "building-initiated move" means: Directed by the Principal, Site-
30 Based Council, or other school-based governing entity.
31
32 3. A "staff-initiated move" means: An assignment, position, or room
33 change that the staff member has applied for or requested either orally
34 or in writing.
35

36 B. Pay Matrix:
37

Category		District-initiated moves	Building-initiated moves	Staff-initiated moves
Certificated (other than ESA)	Staff	\$250	\$175	\$0
Educational Associates (ESA)	Staff	\$125	\$88	\$0

38

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.

1 ARTICLE 9.0 - VACANCIES, TRANSFERS AND STAFF REDUCTION

2
3 Section 9.1 - Vacancies and Transfers

4
5 The District recognizes the importance of considering the interests and aspirations of
6 its teachers when making assignments and transfers, and filling vacancies. The
7 District will consider reassignment and transfer requests of teachers in keeping with
8 the best interest of the District, the building, and the instructional program in
9 accordance with the following procedures:

10
11 A. Letters of Intent will be submitted to the District by March 15:

- 12
13 1. Teachers who have been involuntarily moved can automatically be
14 reassigned back to the position they were forced to vacate if it
15 becomes available. Such persons have priority over other REA
16 members.
17
18 2. The choices on the Letter of Intent will be used in the consideration of
19 reassignment within the building, as determined by the building
20 principal.
21
22 3. The stated choices on the Letter of Intent will be used in the
23 consideration of transfer between buildings, as determined by the
24 building principal(s).
25
26 4. Letters of Intent and/or Letters of Interest will be used when
27 considering filling vacancies created by reassignments, transfers, or
28 new positions due to growth until August 1. If a position has not been
29 filled through the process noted above, employees will have ten (10)
30 work days after the vacancy is posted to submit a Letter of Interest for
31 the position. All employees who meet the posted qualifications will be
32 granted an interview along with qualified outside candidates.
33

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

- 35
36 1. All postings will be sent to all buildings/departments, REA
37 representatives, placement offices, the District WEB site, etc.
38
39 2. District employees wishing to apply for district openings will submit a
40 Letter of Interest for the specific position. District employees MAY wish
41 to update their personnel file to compete favorably with outside
42 candidates.
43
44 3. District employees, who are qualified through endorsement, can
45 choose to apply and be interviewed for specific positions with outside
46 candidates. District interview team make-up and interview procedures
47 will be used.
48

1 C. Glossary of Terms:

- 2
- 3 1. Reassignment: A change in an employee's assignment.
- 4
- 5 2. Transfer: A move by an employee from one building to another.
- 6
- 7 3. Vacancy: A position created by an employee transfer,
- 8 reassignment or resignation.
- 9
- 10 4. New Position: A position that did not previously exist.
- 11
- 12 5. Letter of Intent: A District form submitted by March 15 to the
- 13 District personnel office by an employee requesting consideration for a
- 14 transfer or reassignment or stating the employee's intentions for the
- 15 upcoming school year. (The form will include a place where an
- 16 employee can indicate that they want to be notified of open positions
- 17 that exist or are created during non-work time in the summer.) The
- 18 employee will provide the District with her/his summer address and/or
- 19 e-mail address.
- 20
- 21 6. Letter of Interest: A brief request to be considered for a specific
- 22 posted position.
- 23

24 Section 9.2 - Staffing New Schools

25

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

27

- 28 A. Request volunteers for consideration; then
- 29
- 30 B. Request volunteers for up to five (5) of the remaining vacancies and offer a
- 31 five hundred dollar (\$500.00) transfer incentive to each qualified employee
- 32 who volunteers and is then accepted.
- 33
- 34 C. If, after requesting volunteers, vacancies remain, the District may use either
- 35 or both of the following options to fill the remaining vacancies.
- 36
- 37 1. Hire new employees for the remaining vacancies.
- 38 2. Fill remaining vacancies using involuntary transfer.
- 39

40 The employee(s) selected for such involuntary transfer shall be the least

41 senior of those with the necessary qualifications for the position.

42

43 Section 9.3 - Staff Reduction and Recall

44

- 45 A. If the educational program and services of the District must be reduced
- 46 because of lack of revenue or financial resources, the following guidelines
- 47 shall be taken into consideration in determining the program and services to
- 48 be retained, reduced or eliminated:

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1. The program to be retained shall attempt to minimize the consequence of program reductions upon the student(s).
2. Health and safety standards will be maintained.
3. Priority will be given to those books and supplies used by students in fulfilling basic classroom objectives.
4. When revenues are categorical and depend upon actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of the categorical support (e.g., Special Educational, CTE, federally supported programs, etc.).

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

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

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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
- Nurses
- Psychologists
- Reading Specialists
- Special Education Teachers
(according to teaching subject area K-5, 6-12)
- Speech and Language Pathologists
- Occupational Therapists
- Physical Therapist

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 or performing in each such additional
3 category; and
4
5 b. Such experience must have occurred during the immediately
6 preceding ten (10) years.
7

8 All written designations for consideration in additional categories shall
9 be submitted in writing within five (5) working days after any request for
10 such information is made by the superintendent or his designee.
11 Employees will only be considered for additional categories if they do
12 not qualify for retention in the category appropriate to the position held
13 at the time of the implementation of these procedures. No employee
14 shall be considered for retention in a position of higher rank than the
15 position held by such employee at the time of the implementation of
16 these procedures. The District's salary structure as of the time of the
17 implementation of these procedures shall determine whether a position
18 is "of higher rank" than the position currently held by the employee.
19

- 20 5. Selection within Employment Categories: Certificated employees shall
21 be considered for retention in available positions within the categories
22 or subject areas for which they qualify under paragraph B4 hereof. In
23 the event that there are more qualified employees than available
24 positions in a given category or subject area, employees shall be
25 recommended for retention on the basis of total years of certificated
26 teaching experience in the State of Washington. A year of teaching
27 experience will be consistent with OSPI determination of Washington
28 State teaching experience. If a tie exists, the determining factor shall
29 be seniority within the school district as determined by official Board
30 action in employment. If ties remain, the employee(s) to be retained
31 shall be determined by drawing lots among the employees who tie.
32

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

- 40 7. Employment Pool:

- 41
42 a. All certificated personnel who are not recommended for
43 retention in accordance with these procedures shall be

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.