AGREEMENT

By and Between

RIDGEFIELD SCHOOL DISTRICT NO. 122

and

RIDGEFIELD CLASSIFIED ASSOCIATION

Effective Dates

September 1, 2017 to August 31, 2020
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## APPENDIX

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PREAMBLE

In order to effectuate the provisions of RCW 41.56, the Public Employees' Collective Bargaining Act (hereinafter the Act); and to set forth prescribed rights and obligations with respect to wages, hours, terms and conditions of employment of the classified employees of the Ridgefield School District, this Agreement is made and entered into by and between the Ridgefield School District and the Ridgefield Classified Association.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions

1. The term "District" shall mean the Ridgefield School District, Clark County, Washington State; or its agent.

2. The term "Board" shall mean the Board of Directors of the Ridgefield School District.

3. The term "Association" shall mean the Ridgefield Classified Association.

4. The term "Parties" shall mean the District and the Association.

5. The term "Agreement" shall mean this collective bargaining agreement.

6. The term "Employee" shall mean any member of the bargaining unit as defined below.

7. The term "Day" shall mean any day the district business office is open for business with the public unless clearly indicated otherwise.

8. The term "Superintendent" shall mean the chief administrative officer of the District or designee.

9. The term "President" shall mean the President of the Association or designee.

10. The term "Seniority" shall mean length of service within the District as a member of the bargaining unit, except for former ESD 112 employees who were retained by the District for the 2016-2017 work year who shall be credited with their ESD and related experience.

Section B. Recognition

1. The District hereby recognizes the Ridgefield Classified Association as the exclusive bargaining representative for all classified employees in the bargaining unit described in 3, excluding those District Office personnel and supervisors presently excluded from the Association.

2. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

3. The bargaining unit to which this Agreement is applicable is as follows: Employees performing work as classified employees in the categories established in Appendix A except as specifically excluded in Article I, B1 and Article III, G7.
Section C. Job Descriptions

Job Descriptions for all positions within this bargaining unit shall be given to each employee and to the Association at the beginning of each work year. If there are significant changes in a job or a new job is developed, the District will bargain the salary with the Association.

Section D. Status of the Agreement

1. This Agreement may be reopened on any item(s) during the term of the contract by written mutual consent of the parties.

2. This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section E. Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of the Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section F. Distribution of Agreement

Following ratification of this Agreement the Association shall prepare a camera ready copy of the Agreement for District review and mutual editing. After editing, there shall be two (2) signed originals; one for the District, one for the Association. The District and the Association will then make this Agreement available on their respective websites to all employees and administrators. The District will provide ten (10) printed copies to the Association.

Section G. Joint Meetings

Representatives of the Association shall meet with authorized representatives of the Board as needed in order to pursue mutual problem identification and mutual problem solving. Either the Association or the District may request such meetings and both parties agree to be available for such meetings within a reasonable time.

The above meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or a successor Agreement.
ARTICLE II. BUSINESS

Section A. Dues Deductions and Representation Fees

1. Payroll Deductions Possible

   The District shall provide for monthly dues deduction through automatic payroll authorization. The
   District shall, upon receipt of a signed authorization from an employee, deduct money for programs
   or plans agreed to in this Contract.

   The Association agrees to refund to the District any amounts paid to it in error.

2. Dues Deductions and Representation Fees

   The Association shall have the exclusive right of automatic payroll deduction of membership dues
   and representation fees for employees in the bargaining unit. The District shall provide for such
   deductions through automatic payroll authorization. By September 10, the Association shall give
   written notice to the District of: (a) The amount of dues which are to be deducted in the coming year,
   and (b) the name of the designated charitable organization. These deductions shall not be subject to
   change during the school year.

   The deductions authorized above shall be made in equal payments from each paycheck beginning
   with the pay period in September. The District agrees to remit directly to the Association and/or its
   designee, all monies so deducted, accompanied by a list of employees from whom the deductions
   have been made. On or before the monthly pay period, the District shall notify the Association of
   any changes in said list due to employees entering or leaving the employ of the District.

   The Association agrees to reimburse any employee who had dues or representation fees deducted in
   excess of the total amount due to the Association at that time, provided the Association actually
   received the excessive amount.

   Membership in the Association is not compulsory. Employees have the right to join, not to join,
   maintain or drop their membership in the Association as they see fit. Neither party shall exert any
   pressure on, or discriminate against, any employee in regards to such matters.

   A. Membership Deductions: Within ten (10) days of their commencement of employment, employees
      may sign and deliver to the District a dues authorization form furnished by the Association. Such
      authorization shall continue in effect from year to year unless a request of revocation is submitted
      to the District and the Association, signed by the employee, and received between August 1 and
      August 31, preceding the designated school year for which revocation is to take effect. Each
      month during the school year, the Association agrees to provide the District with the names of
      those classified employees who have joined the Association and paid its dues and assessments by
      means other than through payroll deduction.

   B. Representation Fee Deductions: In the event that any employee fails to sign and deliver an
      assignment of wages form, the District agrees to deduct from the salary of each classified
      employee a representation fee in the amount equal to membership dues; provided however, that
      the membership dues of classified employees who have joined the Association and paid by means
      other than payroll deduction (as verified by the monthly representation fee deductions), shall be
      handled and transmitted by the District in the same fashion as membership deductions as provided
      for in this Section. It is provided, however, that all employees who are not Association members
      as of the effective date shall not be subject to the provisions of this section.
C. **Charitable Organization Deductions:** Any employee claiming a bona fide religious objection shall notify the Association and the District of such objections in writing within ten (10) days of commencement of employment.

Pending determination of any bona fide religious objection, the District agrees to deduct from the salary of the classified employee claiming such objection an amount equivalent to the association dues; provided, however, that said monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the act has been made.

In the event that a classified employee has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said classified employee shall pay an amount of money equivalent to regular dues to a designated charitable organization as heretofore established by mutual agreement between the employee and the Association. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said classified employee may sign and deliver to the Board an assignment of wages form, which shall authorize the deduction of an amount equal to the dues of the Association and payment in installments as here above said designated charitable organization. The District agrees to remit to the Association each month a list of classified employees on behalf of whom charitable deductions have been made.

The Association agrees to defend, indemnify, and hold the District (suits by the District excepted) harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this Section, contingent upon the District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's choosing.

3. **Payment Provisions**

The District payroll for all employees will be directly deposited into a financial institution of the employee’s choice on or before the last business day of the month.

**Section B. Association Rights**

Intra-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials. The Association may post notices of activities and matters of Association concern on bulletin boards to be provided in each staff lounge of each building in the District, provided such notices are clearly labeled as being of and by the Association. The District, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for Association purposes. School facilities and equipment may be used for Association meetings and business at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. Supplies and materials used shall be paid for by the Association.

The District agrees to furnish to the Association in response to reasonable requests all available information that is routinely prepared in the normal operation of the District, concerning the financial resources of the District, together with information which may be necessary for the Association to process any grievance.

Association representatives, during working hours, without loss of time or pay, are allowed to represent employees, investigate, and present grievances to the District, negotiate memorandums of understanding and/or successor agreements when mutually agreed upon meetings are schedule during the work day.
Section C. Management Rights

The rights, powers, authority, and functions of the management shall remain exclusively vested in the employer and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.

Section D. Training/In-service Funds

The District shall determine additional training needed, if any, of all new employees to the District, and current employees transferred to a new position. Such training may include workshops, seminars, college classes and District scheduled in-services on non-work time.

All classified employees will be provided two (2) hours work time to attend the District’s annual convocation and two (2) hours for mandatory trainings.

The District shall reimburse employees for the cost of First Aid courses taken through Ridgefield Community Education. The District will compensate employees for their time in doing so when maintaining First Aid certification is a condition of continued employment.

The District shall establish a staff development fund in the amount of $2,500 annually except in the event of a double levy failure or significant decrease in funding. Any funds remaining at the end of the contract year shall roll over and be added to the $2,500 for the successive contract year, not to exceed $3,500. This fund will be administered by a committee appointed by the Association. Approval of a training activity funded by the Staff Development Fund shall require a majority vote of the committee members. Application for funds must be submitted at least 20 days prior to a training event to the Committee, and will be allocated on a first-come, first-serve basis. Training activities must have the recommendation and prior approval of the employee's supervisor and be applicable to the employee’s current assignment. In the event that an employee expresses interest in job shadowing another position, the job shadow must be approved by the District. Funding will cover registration, tuition, books and any required materials, and employee hourly compensation. At the discretion of the District, employee(s) may be released from work to attend staff development activities.

The District shall broaden opportunities for maintenance and grounds employees to cross-train in each other's positions on specific tasks or days in which employees can switch roles without additional increases in hours or pay rates.

Section E. Employee Reimbursement

Employees shall be reimbursed up to $500 of the employee’s deductible on personal insurance for damage or loss of personal property at the work site.

ARTICLE III. PERSONNEL

Section A. Due Process

1. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

2. Employees will be advised of their right to representation. Employees will be allowed to have an Association representative of their choosing at any formal disciplinary meeting. The conference will be scheduled with no less than two (2) days prior notice.
3. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The District has the discretion to bypass steps in progressive discipline because of the severity of the conduct.

4. Any complaint made against an employee by any parent, student or other person will be promptly called to the attention of the employee, as long as it is in accordance with law. If it is not brought to the attention of the employee within ten (10) days, it may not be later used as the basis for disciplinary action.

5. Any criticism of an employee by a supervisor or administrator shall be made in confidence and never in the presence of students, parents, other employees or at public gatherings.

Section B. Layoff and Recall

1. Seniority: Seniority shall be defined as length of service within the District as a member of the bargaining unit. Accumulation shall begin on the employee's hire date.

2. The District shall prepare and maintain the seniority list ranking each employee from greatest to least seniority in each classification. A copy of the seniority list and subsequent revisions shall be furnished to the President by March 1 of each school year. The Association shall have 15 days from the date of receipt of the seniority list to raise any questions about its accuracy.

3. Seniority shall be lost by an employee upon termination, resignation, retirement, transfer to a non-bargaining unit position, or declining recall, except that an employee promoted to a non-bargaining unit position shall retain accrued seniority for sixty (60) days after the transfer. For former ESD 112 employees who were retained by the District for the 2016-2017 work year who shall be credited with their ESD and related experience.

4. In the event of one or more employees having the same seniority ranking, employees so affected shall participate in a drawing by lots to determine position on the seniority list. The drawing shall be conducted openly and the President or his/her designee shall be in attendance.

5. Layoff: Layoff shall be defined as reduction in the workforce that is deemed necessary by the District.

6. The goal, in the event of a layoff, is to retain the most senior staff qualified to deliver the program which continues. Therefore, in the event of a necessary reduction in work force within the Bargaining Unit, the District shall first lay off the least senior employee(s) by job category, provided that the more senior employee(s) has in Ridgefield or a similar location performed the tasks remaining. In no case shall a new employee be employed by the District while there are laid off employees qualified for a vacant or newly created position.

7. Under ordinary circumstances, in the event of an anticipated layoff, the District shall provide written notice to all affected employees and the President, on or before June 30 preceding the layoff. Employees not notified shall continue in employment without a significant decrease in hours and salary for the following year unless there is cause for termination.

8. Laid off employees may continue participation in District insurance programs by paying the regular monthly premium to the District, according to COBRA guidelines and subject to carrier approval.

9. All retained employees face possible reassignment to fill essential vacancies.
10. **Recall**: Employees who are laid off shall be placed in a reemployment pool. Recall of employees shall be by reverse order as determined by the final seniority list by classification. Notification of recall shall be sent by certified or registered mail to the last known address as shown on District records.

11. A recalled employee shall be given five (5) calendar days from receipt of the recall notice to inform the District if he/she will accept the position. An employee who declines recall shall forfeit seniority rights provided the position offered is of equivalent monetary value and does not involve a reduction in total compensation.

12. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.

13. Laid off employees who so request in writing shall be given preference for substitute assignments.

**Section C. Employee Rights**

1. **Rights of Law**: No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

2. **Non-Discrimination**: Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee on the basis of race, color, creed, religion, national origin, age, gender, marital status, domicile, or the presence of any sensory, mental or physical disability, or because of membership or non-membership in the Association.

3. **Personal Lives**: The private and personal life of any employee is not within the appropriate concern or attention of the District, unless the employee's actions are interfering with the operations of the District.

4. **Information**: The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc., to any person or to any commercial or charitable organization without specific employee approval or Association agreement unless required by law.

**Section D. Personnel Files**

1. Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, within two (2) days a copy, at District expense, of any documents contained therein shall be afforded the employee.

2. Any derogatory material not shown to an employee within fifteen (15) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material, shall be kept or placed in the personnel file without the employee's signed acknowledgement and opportunity to attach comments. Such written response shall become part of the employee's written personnel records.

3. After three (3) years, upon employee request in writing to the Superintendent/designee, a written reprimand or other derogatory material shall be removed from the personnel file and destroyed, if there has been no recurrence of the activity or behavior that prompted the placement of the material in the employee’s file. After one year the employee may make such a request, however, the District retains discretion whether to remove/destroy such material or not, based on the severity of the activity or behavior.
4. The evaluations shall be a permanent part of the employee's file and shall be signed by the employee at the time of the evaluation to indicate receipt of the document. A signature does not necessarily mean agreement with the contents of the evaluation. The employee has the right to attach a written rebuttal which will become a part of the employee's written personnel record.

Section E. Employee Evaluation

Procedure

The following procedure shall be used to assist in the performance evaluation of the employee.

1. Each employee shall be evaluated at least once each year. If an employee's performance is considered less than satisfactory anytime during the school year, he/she will be evaluated at that time. This evaluation will be in addition to the evaluation noted in 3 below.

2. In the event an employee is placed on probation, the District will notify the affected employee in writing. The District will provide the employee a specific plan of improvement to help the employee overcome the deficiencies. The employee will be given sixty (60) working days to correct the deficiencies. A follow up evaluation will occur within the first thirty (30) days.

3. The annual written evaluation meeting shall take place by the last work week for the 9 and 10 month employees and July 31 for the 12 month employees.

4. Each evaluation will concern an employee's work performance, focusing on weaknesses and strengths with specific suggestions for improvement where appropriate.

5. A copy of the written evaluation will be placed in the employee's personnel file and a copy will be given to the employee.

Section F. Employee Protection

1. The District shall provide such insurance for the protection of employees as is required by applicable law.

2. The District shall provide a safe and healthful working environment as required by applicable law.

3. Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the District in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.

4. The decision to dispense or administer medication will be worked out by the employee and the building administrator. The final decision for this practice will be made by the building principal where the employee is assigned. Employees will not be requested or required to insert catheters or feed students through food tubes, unless they are assigned to a Life Skills paraprofessional (Class 1) position. Prior to any bargaining unit employee dispensing or administering medication, proper training will be provided. Employees are protected by state law from criminal or civil liability for dispensing medication within statutory guidelines.
Section G. Assignment and Transfer

1. **Open Positions:** The District has the right to increase hours when additional program demands require, or targeted dollars are provided in any particular area. When three (3) hours or less of time is added, the time need not be posted if the most effective delivery of the program would be best met by simply having the same person expand his/her hours.

The District will post all newly added hours if the time represents a new job assignment or the job assignment itself may be effectively performed by split employees. All RCA employees shall have the opportunity to apply for such increases in time or new position hours of more than three (3) hours which are not specifically linked to a particular area or assignment as described in the first paragraph. All RCA members who meet the qualifications of the posting shall receive an interview.

All newly-created or vacant positions shall also be considered open and shall be posted. All job postings will include the specific hours and times of the assignment unless those hours are irrelevant to the requirements of the job.

Open positions are not positions which are currently filled, positions which the District is obligated to fill with an employee who has been previously laid off or on leave or positions defined above which are expansions of a previously existing job assignment, best performed by the same individual. Open positions shall not be construed to mean the continuing hours of a continuing employee in a continuing position.

All hiring recommendations will be made by a committee to include one member of the RCA. That person should be the most appropriate available representative for the vacancy being filled.

2. **Transfer:** The District shall publicize within the bargaining unit for a minimum of five (5) working days the availability of open positions within the bargaining unit as soon as possible after the District has been advised of the opening. Qualified internal applicants shall be given preference for open positions.

Such publications shall include qualifications for the position. The District shall mail and e-mail such opening announcements to the Association President during the summer months.

3. Training, experience and seniority shall be criteria for filling all open positions within the bargaining unit. In the event of a tie, the most senior employee shall be given the position.

4. **Trial Period:** Employees transferred to another position shall be given a maximum of sixty (60) working days work trial. If not satisfactory as determined by the District, the employee shall be considered eligible for the first position available for which he/she is qualified.

5. No written evaluation regarding performance during the trial period shall be entered into the Personnel File.

6. **Probationary Period:** Each new hire covered by this Agreement shall serve a trial period of sixty (60) working days. After thirty (30) working days, the new hire shall receive a status update of his/her performance. Upon conclusion of the trial period, the new hire will formally be notified by the District of the determination to retain or terminate his/her employment. This decision rests with the District. During their probationary period employee may only apply for increases in time. With permission of the District they may apply for new position hours or a transfer to an open position.

7. **Temporary Positions:** Occasional overloads or incidental jobs with specialized requirements may occur which can best be filled with the hiring of temporary staff. Those positions must be for less than 150
hours AND must be scheduled such that a current qualified employee is precluded from accommodating the additional time. Such positions shall not be covered by Article III, Section B. Employees working in such positions who are later hired to regular positions in the bargaining unit shall be granted pro-rated seniority credit for the actual time worked if they are hired within 15 months of the completion of their temporary assignment.

8. Replacement Employees: Are employees hired for a year or less to replace regular members of the bargaining unit who are on long term leave from their positions. Employees working in such positions who are later appointed to regular positions in the bargaining unit shall be granted pro-rated seniority credit for the actual time worked. Short term or itinerant substitutes do not accrue seniority and are not included in this definition.

9. Substituting for Casual Absences: In the event a secretarial or paraprofessional position of more than 5 hours is open due to an absence, including absences caused by the temporary reassignment of an employee with more than five (5) hours per day substituting for another regular employee, the supervisor will opt to fill the vacancy with an internal, qualified employee. A sub will be called in to replace the temporarily assigned employee (unless the temporarily reassigned employee is in a position of more than 5 hours) but there will be no additional changing of staff.

10. Former ESD 112 employees hired by the District for the 2016-2017 work year shall not be assigned duties which do not relate to their position as a special education assistant unless they have applied for a transfer or a vacancy, or accepted recall from layoff to another position.

Section H. Hours and Overtime

1. Overtime: Time worked in excess of forty (40) hours in any one week shall be paid at the overtime rate of time and one half (1 ½).

2. Overtime: Overtime shall be worked only when specified by the employee’s supervising director or building administrator. Opportunities for overtime will be offered in the order of the most senior, qualified employee in each job category until accepted. A request to perform a job does not imply the approval of overtime when the job is not completed in the regular time.

If the overtime work can be completed by either the category of general maintenance or grounds, then the work goes to the more senior of those two (2) categories. If overtime worked is turned down three (3) times during the year by an employee then their seniority is no longer considered for the respective year.

3. Work Week: A work week is midnight Monday through 11:59 p.m. Sunday and is scheduled around the times that school is in session. Generally speaking, employees are scheduled to work within a range of the following hours:

- Fields/Grounds 6:00 AM – 5:00 PM
- Maintenance 6:00 AM – 5:00 PM
- Professional 7:00 AM – 5:00 PM
- Paraprofessionals 7:30 AM – 4:00 PM
- Information Technology Specialist 6:00 AM – 5:00 PM

4. Additional Hours

A. Secretarial and Library Staffing: Effective the last day of school 2018, each elementary school will have additional hours of work equal to ten (10%) of the school’s previous June enrollment to be used as mutually determined by the building principal, secretary and librarian. Each intermediate
and middle school will have additional hours equal to fifteen (15%) of the school’s previous June enrollment to be used as mutually determined by the building principal, secretary and librarian prior to the start of the student year. The high school office will have 48 total additional hours to be used as mutually determined by the high school principal and secretarial staff.

B. **Playground Paraprofessionals:** The District will annually provide a four (4) hour “startup” block of time (the day before school starts) and a two (2) hour “tear down” block of time (the last school day) for each elementary playground for the purpose of preparing and storing materials and equipment for student usage. The supervisor shall determine which internal, qualified employee will be responsible for this.

C. Paraprofessionals with assignments in Special Education, ELL, Title I or LAP will be provided six (6) hours of additional time to be scheduled in conjunction with their supervising teacher and building administrator to review their specific duties and the needs of the students they are supporting.

D. Each health paraprofessional will have twelve (12) hours before the school year and six (6) hours after the school year, scheduled by agreement with the building principal, to update and maintain student records.

E. **High School Career Aide:** Additional hours mutually scheduled by the career aide and the building administrator shall be compensated with additional pay (including overtime if applicable) or compensatory time agreed-upon in advance by the employee and the administrator.

5. **Recall Time:** A two (2) hour minimum recall time at the rate pursuant to Paragraph (1) and Appendix A. Recall time is when an authorized supervisor calls an employee back to work to perform a task, when the employee has already gone home, provided that recall is not for work that should have been completed during the regular scheduled work period assignment. A minimum one (1) hour recall time will be paid when a supervisor calls an employee and requests that an employee perform work at home.

6. **Minimum Time:** Employees who report before notification is given to them not to report because of school closure (inclement weather, etc.), shall be paid for not less than one (1) hour at the regular rate of pay. The one (1) hour shall also be paid when employees report to work after notification has been given but after employees departed for work with a reasonable travel time.

7. **Meetings:** All required meetings, examinations and class attendance will be paid at the regular rate of pay for all employees.

8. All medical examinations required by the District shall be at the District's expense, with the provision that all costs able to be charged to the employee's medical insurance shall be so charged; and the District will cover any remaining costs.

9. **Temporary Assignment:** Each year an employee interested in being considered to work in a temporary assignment must complete a temporary assignment form, available in Appendix B in this agreement.

The District, upon review of the submitted form, may place an existing qualified employee in a temporary assignment, with a known duration of ten (10) or more consecutive workdays. The most qualified employee will be awarded temporary placement. In the event of a tie in qualifications, the most senior employee will be awarded the temporary placement.
A qualified employee temporarily performing in a position of higher classification will receive the higher rate of pay. If an employee is temporarily assigned by the District to perform services of a classification with a lower rate of pay, the employee shall be paid at the employee’s normal rate of pay while performing said services.

Should an employee temporarily perform work in a position of higher classification outside of the process identified above that employee will receive the higher rate of pay provided that the length of service is no less than three (3) consecutive workdays. The pay change is retroactive to the first day.

10. Employee's check stub shall indicate the number of unused sick leave hours, vacation hours, and personal leave hours. Additional information regarding hours, rates of pay and other information is available to employees through Employee Access.

11. Each shift of five (5) hours or more shall include a thirty (30) minute uninterrupted lunch period as near to the middle of the employee's work shift as possible. This lunch period must be at least 2 hours into the shift but no more than five hours after the start of the shift.

Each shift shall also include a fifteen (15) minute first half and a fifteen (15) minute second half rest break both of which shall occur as near the middle of each half shift as is practicable. If an employee does not receive a break, that employee is responsible to notify his/her immediate supervisor for resolution.

12. Employees shall be allowed a rest period of fifteen (15) minutes on the employer’s time for each three and one-half (3 1/2) hours of working time. Rest periods shall be scheduled as near as possible to the midpoint of the work period.

13. In the event of school closure or late start due to inclement weather or the like, employees may not report to work without the permission of their supervisor. In the event of a late start or early release due to inclement weather or the like, employees may choose to take: personal leave, vacation leave, emergency leave or unpaid leave for those hours not worked. Employees required to attend will report only as soon as conditions allow a safe commute. Employees required to attend on inclement weather days are grounds, maintenance, custodial and 12-month employees.

14. On early release days paraprofessionals, may, with their supervisor’s approval, choose to end their work day 15 minutes after students leave. If they choose this option, they will not be paid for the time not worked. This will be indicated on their payroll sheets as “unpaid time”.

15. On planned late start days, paraprofessionals may, with their supervisor’s approval, choose to start their work day one hour later than their normal start time. If they chose this option, they will not be paid for the time not worked. This will be indicated on their payroll sheets as “unpaid time”.

16. All maintenance employees will have the opportunity to be trained to answer alarm calls. The District retains the authority to assign the order of positions on the alarm call list to meet the operational needs of the District.

17. The District will pay for all training required for an employee to maintain employment, including additional hours required outside the school year or school day to complete training outside the work day.

18. Paraeducators assigned to 1 to 1 support for students may be reassigned as necessary on work days when their assigned student is absent. Reassignments will be made to available work in the building.
Section I. Reclassification

The employee, an employee’s immediate supervisor, or the District may initiate a request for job reclassification. Request for reclassification will be considered once per year, and must be submitted to the Office of the Superintendent no later than November 1st. If additional information and/or clarification are necessary, other appropriate District personnel, including Association representatives, will be consulted. Approval or denial will take place by April 1st of the same school year in which the reclassification request was submitted. Upon approval, reclassification shall be effective beginning the next school year.

Section J. Resignation

Employees will give the District written notice of intent to terminate employment at least two (2) weeks in advance of the employee’s intended last day of employment.

Section K. Vacations and Holidays

Vacations

1. It is agreed that full-time employees regularly employed for a period of one (1) year shall receive one (1) week vacation with pay. Employees regularly employed for two (2) years shall receive two (2) week’s vacation with pay. Employees regularly employed for five (5) years shall receive three (3) week’s vacation with pay, and for eight (8) years shall receive four (4) week’s vacation with pay. Employees regularly employed for fifteen (15) years shall receive five (5) week’s vacation with pay. Employees who have an anniversary date June 1 or earlier will receive their respective vacation allocation on September 1 (September payroll) of the current school year. Employees who have an anniversary date after June 1 will receive their respective vacation allocation on September 1 (September payroll of the subsequent school year).

2. In most cases, full vacations cannot be taken during the school year (school days). Any exception must be arranged with the Superintendent of Schools. The employee shall make a written request for vacation time to the immediate supervisor at least two (2) weeks before the planned vacation and in no case later than June 1 of each year. Vacations will be scheduled to maintain needed personnel for building coverage and/or work requirements. The Superintendent and the immediate supervisor will authorize vacation schedules as early as possible. The District shall provide a calendar of projected maintenance and grounds projects for the summer to facilitate the planning of vacation schedules.

3. Earned vacation time shall be used annually. A maximum of five (5) days of unused vacation time may be carried forward beyond one (1) year only with specific approval of the Superintendent or designee.

4. Any person leaving employment and entitled to vacation time will receive vacation pay prorated by workdays in lieu of vacation provided a minimum of two (2) weeks notice of leaving is given in writing to the immediate supervisor and/or the Superintendent.

5. If a paid holiday occurs while an employee is on vacation, such employee shall receive pay, but will not be required to use vacation days.

6. If an employee is called back from vacation, it shall be at the overtime rate of pay for all hours worked and the employee shall be given the remainder of vacation with pay at a later date.
Holidays

1. All regular employees shall receive pay for holidays not worked by them, based upon the hours of work usually performed by them and upon their classification rate. Provided that the holiday is during the employee’s work schedule, employees regularly employed shall receive the following paid holidays:

   (a) Labor Day
   (b) Veterans’ Day
   (c) Thanksgiving Day
   (d) Day after Thanksgiving
   (e) Christmas Eve Day
   (f) Christmas Day
   (g) New Year's Eve Day
   (h) New Year’s Day
   (i) Martin Luther King Jr.’s Birthday
   (j) President’s Day
   (k) Memorial Day
   (l) July 4th

2. Should any of these paid holidays fall on a Saturday or Sunday, then either Friday or Monday will be observed if these should be non-school days, or the Superintendent will arrange to add to their paid vacation time.

3. The 12 month employee, to be eligible for holiday pay, must have worked the day before or the next scheduled working day following the holiday, unless excused by the District. Holidays (as per Holiday List on Article III, Section K) that fall within a vacation will be paid but will not require the use of the employee’s vacation days.

4. An employee who is required to work on a paid holiday, as defined in the contract, shall receive, in addition to holiday pay, double-time regular straight time rate of pay for all hours worked. (Example: Rate of Pay $10.00 – employee would receive $10.00 holiday pay and $20.00 double-time pay for a total of $30.00).

5. An employee shall receive credit for weekly overtime purposes for the number of regularly scheduled work hours on any of the above holidays which fall within the regular scheduled work week, regardless of whether or not work is performed on such holiday.

Section L. Sick Leave

Sick Leave: Sick leave is defined as paid leave for illness, injury, disability, emergency and family care.

1. Each regular full-time employee shall accumulate one (1) day of sick leave for each calendar month worked. Regular part-time employees shall receive a proration of the number of days that their part-time service bears to full-time service (2080) hours. Sick leave shall be vested when earned and may be accumulated. The cumulative annual sick days will be front loaded in September for the school calendar year, or upon hire date for the remainder of the school year.

2. Regular part-time employees will earn the number of sick leave hours per month corresponding to the number of hours worked per day (e.g., a nine (9) month employee who works for six (6) hours per day is allotted six (6) hours of sick leave per month). The cumulative annual sick days will be
front loaded in September for the school calendar year, or upon hire date for the remainder of the school year.

3. The employee may draw from this bank, but if the employee should use the sick leave days and either terminates, or uses a portion of the entire bank in excess of the actual earned days, then the District will deduct from the final pay check of the employee the number of days (hours) owed to the District.

4. Sick leave benefits shall be paid on the basis of base hourly rate applicable to the employee's normal daily work shift; provided, however, that should an employee's normal daily work shift increase or decrease subsequent to an accumulation of days of sick leave, sick leave benefits will be paid in accordance with the employee's normal daily work shift at the time the sick leave is taken, and the accumulated benefits will be expended on an hourly rather than a daily basis.

5. Sick leave may be used for adoption purposes and may be used for birth of child by either parent. Documentation may be required in case of adoption.

6. In the event employees are absent for reasons which are covered by Industrial Insurance, at employee request the District shall pay the employee an amount equal to the difference between the amount paid the employee by the Department of Labor and Industries and the amount the employee normally would earn. A deduction shall be made from the employee's accumulated sick leave in accordance with the amount paid to the employee by the District. Such payments shall continue during the period of disability until the employee's sick leave is exhausted.

7. Employees who have accrued sick leave while employed by another public school district in the State of Washington shall be given credit for such accrued sick leave upon employment by the District.

8. Any abuse of this sick leave provision shall result in a loss of pay for the days missed and/or disciplinary action.

9. An employee returning from any illness, whether or not compensated leave benefits have been paid, may be required by the District to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for the duties of the position before returning to work.

Section M. Attendance Incentive Program

1. Annual Conversion of Accumulated Sick Leave

Each January, any eligible employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days of unused sick leave may elect to receive remuneration for unused sick leave earned the previous year at a rate equal to one day’s monetary compensation of the employee for each four full days of accrued leave for illness or injury. Any such election shall be made by written notice to the District personnel office during the month of January. All sick leave days converted pursuant to this section shall be deducted from the employee's accumulated sick leave balance. Any such annual conversion of accumulated sick leave shall be subject to the terms and limitations of Washington Administrative Code.

2. Conversion of Sick Leave Upon Retirement or Death

Any employee upon death or eligible separation from the District may elect (personally or by personal representative, as appropriate) to convert accumulated unused sick leave days to monetary
compensation at a rate equal to one day’s monetary compensation of the employee for each four full
days of accrued leave for illness or injury up to a maximum of 180 days. Any such conversion of
sick leave upon retirement or death shall be subject to the terms and limitations of Washington
Administrative Code.

Section N. Leave for Family Illness

Each employee shall be entitled to accumulated sick leave with pay for absence caused by illness, or injury
of a member’s immediate family (child, spouse, parent, step-parent, grandparent, grandchild, sibling,
parent-in-law) or any person living in the home with the employee. The District may require a statement
from a duly licensed medical examiner at any time certifying the illness or injury.

Section O. Bereavement Leave

Up to five (5) days bereavement leave with full pay will be granted for each occurrence in the employee's
immediate family (child, spouse, registered domestic partner, parent, step-parent, grandparent, grandchild,
sibling, and same relationships as related by marriage or domestic partnership) or any person living in the
home with the employee.

One (1) day bereavement leave, with full pay, per year, will be granted to each employee to be used at
his/her discretion for the death of someone of close personal ties.

Section P. Family Leave

In addition to the sick leave provided in Section L of this Article, employees are entitled to unpaid leave as
provided in the federal and state family leave statutes. Employees may also take up to one year of unpaid
family leave after the birth or adoption of a child. Employees seeking such leave shall apply to the District
and such leave shall be granted.

Section Q. Personal Leave

Up to three (3) personal leave days per employee for each school year shall be granted. Unused personal
leave may be carried over from year to year not to exceed a cumulative total of five (5) days inclusive of
up to two (2) days carryover and the current year's three (3) day entitlement. Leave in excess of two (2)
days at the end of the leave year will automatically be cashed out at the employee’s hourly rate.

Staff members planning to take personal leave shall notify the District Office at least three (3) days in
advance except in unusual situations where prior notice is not possible.

Personal leave should not be used during the first or last ten days of the student school year, although in
extreme circumstances exceptions may be approved by the supervisor. Weddings and graduations of
descendants need to be considered as valid reasons for using leave during the last ten (10) days of school.
No more than two (2) classified employees per building may be granted personal leave on the same day
without the prior approval of the supervisor. For the purpose of personal leave, maintenance and grounds
shall be considered as a separate building site.

Section R. Association Leave

The District shall grant leave with pay to the Association to be used as determined by the Association
President. If the District determines that a substitute is needed, the Association will reimburse the District
for substitute costs. The number of days of Association leave each year shall be .4 times the headcount of employees on October 1 of the year in question.

Any employee elected or appointed to office in the Union which requires full-time in the discharge of its duties, shall be given a leave of absence not to exceed one (1) year, unless mutually agreed upon, without pay and without loss of seniority. Accumulated seniority will be retained but not increased by this time on leave. No more than one (1) employee shall be on such leave of absence at one time and such leave of absence shall not extend beyond the term of this Agreement unless extended by mutual consent.

Section S. Emergency Leave

In the event an employee has exhausted his/her available leaves (including Donated Sick Leave if eligible), two (2) additional paid days of emergency leave may be granted at the discretion of the Superintendent or his/her designee. The decision of the Superintendent will not be subject to the grievance process.

Section T. Jury Duty and Subpoena Leave

1. Jury Duty: Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

2. Subpoena Leave:
   a. An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid regular salary, up to and including fifteen (15) days, less any compensation received for subpoenaed services, excluding transportation, except when the employee is the plaintiff or the defendant in such action.
   b. This exception shall not apply when the employee is named as plaintiff or defendant for event or action arising out of the performance of duties for the District.
   c. When officially documented written statement(s) are acceptable as testimony by the court, the employee shall make such arrangements.
   d. If a bargaining unit member is subpoenaed by the Association in an Association proceeding against the District, the District would not need to compensate the employee.

Section U. Military Leave

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law as referenced in RCW 38.40.060.

Section V. Public Service Leave

The District shall grant leave without pay to an employee who has been elected to a local, state, or national governmental office for the duration of the term of service.

Upon return to work the District shall make every attempt to place the employee in a position consistent with his/her qualifications. In the event no opening exists at the employee’s schedule time of return, the employee shall be placed in a re-employment pool, according to the provisions of the collective bargaining agreement. The employee shall not accrue seniority for the duration of his/her leave, and upon return to employment will have his/her seniority date adjusted accordingly.
Section W. Leave of Absence

1. Employees who have completed one (1) year of service may be granted a leave of absence for a specified period for disability, education or service in the Armed Forces. Normally, a leave of absence will not exceed a period of nine (9) months except in the case of extended military leave of absence. Benefits accrued at the time the leave of absence begins shall be retained by the employee but will not further accrue during the leave of absence.

2. All requests for leave of absence shall be in writing and presented to the Superintendent at least one (1) month in advance of the leave date. Extensions may be granted at the discretion of the District.

3. In very unusual circumstances or for an extreme emergency, a leave of absence may be granted for a limited period of time for other reasons in addition to disability, education or service in the Armed Forces. In every case for leave of absence, the request must be in writing, and submitted to the Superintendent as far in advance of the requested leave date as is practical. However, the decision to approve or disapprove a leave of absence will be at the sole discretion of the District, which will look at the circumstances of the particular request and the staffing needs of the District at the requested time of the leave of absence. The Union and the District recognize that the staffing needs of the District necessarily come first, and that the District may not be able to grant a leave of absence if it would result in the District being inadequately staffed.

4. Upon return to work the District shall make every attempt to place the employee in a position consistent with his/her qualifications. In the event no opening exists at the employee’s scheduled time of return, the employee shall be placed in a re-employment pool, according to the provisions of the collective bargaining agreement. The employee shall not accrue seniority for the duration of his/her leave, and upon return to employment will have his/her seniority date adjusted accordingly.

Section X. Unpaid Leave

1. Approval for requests for (1) one-day unpaid leave will be at the discretion of the superintendent or his/her designee. The decision of the Superintendent will not be subject to the grievance process.

Unpaid leave will not be granted if the employee has unused or unapproved personal or vacation leave at the time of the request. All personal and vacation leave must be taken or prior approved for use before an employee will be given consideration for unpaid leave. Employees must request this unpaid leave at least five (5) days prior to the occurrence.

Section Y. Insurance

1. The District shall pay insurance benefits to the limit provided by, and under the guidelines of the Legislature. Insurance benefits shall be pooled by bargaining unit. An employee whose spouse is also a District employee eligible for a District insurance contribution, and a member of the bargaining unit, may combine his or her insurance allocation with that of his or her spouse for the purchase of a single insurance plan to offset the employee’s out-of-pocket costs for medical insurance premiums (e.g., the purchase of one “employee plus spouse” plan rather than two “employee only” plans). The unused portion of the insurance allocation shall be returned to the insurance pool. The District will contribute 100% of the retiree carve-out to the insurance pool for the RCA each year.

Each employee shall have the opportunity of enrolling in the District flexible benefit plan. Insurance options available to an eligible employee, his/her family, and/or domestic partner may include, as governed by RCW 28A.400.270 statute, medical, group term life, disability, dental and vision plans.
The Association shall appoint three (3) representatives to serve on an insurance committee. This committee shall arrange to meet annually with the District to investigate options for basic and/or optional benefit plans available for the year. The Association shall notify the District of its plan choices prior to open enrollment in the fall.

a. Changes in coverage must be in writing, signed by an employee, and submitted to the District Office on or before the 15th of the month prior to the change.

b. After September 15th, eligible persons not enrolled when newly eligible will not be enrolled until the next open enrollment. Acceptable changes after the open enrollment period would be:
   i. Marriage
   ii. Birth of a dependent or adoption of a child or children
   iii. Change in status of dependent or employee (i.e., 26th birthday, death, divorce)
   iv. Carrier or dependent becomes eligible for Medicare
   v. Change of domestic partner status

c. While on a leave of absence from the District, a classified employee will, at the employee’s option, be continued in any fringe benefit program of the District provided the employee reimburses the cost of the program to the District in advance by the first day of each month.

d. Reimbursement for medical premiums and expenses and dependent care expenses shall continue on a year-to-year basis as determined by the District.

e. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 1% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling. The 1% shall be calculated based on the established monthly rates for the benefit year it applies to.

f. The District and Association shall abide by state laws relating to school district employee benefits and this section shall be construed consistent with such laws.

2. An employee who is employed less than full-time shall have the option to enroll in the above program, provided such employee will be required to pay any costs which is in excess of his/her prorated benefits.

3. Leave Sharing

The District agrees to adopt a sick leave-sharing program for classified staff in accordance with requirements of RCW 28A.400.380 and WAC 392126-006 through WAC 392-126-104, School District Policy 5406 and Procedures 5406P.

Leave sharing shall be in accordance with the Washington State Leave Sharing Program as established under Chapter 93, Laws of 1989, and Chapter 23, Laws of 1990, and as set forth in Chapter 41.04 RCW.

a. The employee must suffer from, or have a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. Documentation is required from a licensed physician or other authorized health care practitioner
verifying the severe or extraordinary nature of the condition, the employee's required absence, a description of the medical problem, and expected date of return-to-work status.

b. The employee has depleted all of his/her eligible leaves.

A twelve (12) month employee may donate annual leave (vacation) provided the donation does not cause the vacation leave balance to fall below ten (10) days.

All employees may donate sick leave provided the transfer will not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.

4. **VEBA**

The District and the Association agree that the District has adopted the VEBA III Sick Leave Cash-out Health Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and the District agrees to make contributions to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan.

Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of the VEBA Plan agreement. The parties agree that the Plan shall cover Retirement or Separation from Service Sick Leave Cash-Out Benefits only.

Contributions on behalf of each eligible employee shall be based on the cash-out value of sick leave accrued by such employee available for contribution in accordance with statute. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a VEBA III Membership Enrollment Form and hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement.

If the employee chooses not to participate in this benefit plan, they must sign a form to verify they will take a cash-out benefit at the same ratio along with forfeiture of any and all sick leave which, in the absence of this agreement, would accrue to the employee during the term of the Plan agreement. Cash-out Health Reimbursement Plan conversion and cash benefit cash-out rights are forfeited if the employee fails to sign up for either benefit prior to separation from service.

The Association will notify the District of its desire to participate in the plan by October 1 of each school year.

**Section Z. Salary**

1. Salaries for members of the bargaining unit for the term of the Agreement shall be as listed in Appendix A except that the increment schedule shall change each year as indicated in Appendix B, and the base rates shall change as indicated in the second paragraph of Article VII.

2. Movement on the salary schedule and/or compensation increases will be granted once a year. Employees who have an anniversary date June 1 or earlier will receive their respective movement and/or longevity stipend on September 1 (September payroll) of the current school year. Employees who have an anniversary date after June 1 will receive their respective movement and/or longevity stipend on September 1 (September payroll) of the subsequent school year.
3. Checks shall be issued on the last business day of each month.

4. Ten month employees shall receive their pay in twelve (12) monthly installments by notifying the payroll department by September 10th. Any ten month employee receiving their compensation over ten months as of June 1, 2017 may continue to do so by notifying the payroll department by September 5 each year.

5. All compensation owed to any employee who is leaving the District shall, upon request, be paid within fifteen (15) days after the final day of employment.

6. Payment errors will resolved as follows:
   - Underpayments will be corrected on the next payroll.
   - Overpayments will be resolved as follows (unless the employee requests and the District accepts a different repayment plan):
     - Overpayments under $500 will be corrected in equal payments on each payroll over twelve (12) months.
     - Overpayments of over $500 will be corrected in equal payments on each payroll from the time the error is discovered until the end of the next work year (August 31)

Section AA. Mileage Reimbursement

Any employee required to use a personal vehicle in the course of employment will be reimbursed at the current mileage rate per mile established by the Internal Revenue Service (IRS) as appropriate for business use of a private vehicle. The District will make a district vehicle available to the technology department when such vehicle is not otherwise in use and is scheduled at least 24 hours in advance.

Section BB. Other Benefits

1. Athletic Pass: The District shall make available an ”Athletic Pass” to each RCA member granting admission at no cost to all District home sponsored league student athletic events. Each RCA member will be responsible for signing up with the District Athletic Director before retaining their pass. (This pass will be the RCA member’s School District ID with special notarization and RCA members will be expected to wear their ID visibly during the event attended). The RCA member will agree to assist in supervision in the case of an emergency situation as directed by the building administrator.

2. Maintenance Clothing: The District will provide a pool of up to $1,200 (up to $300 per employee) annually to be used by maintenance and grounds employees to replace boots, coats, and/or rain gear. In addition, the District will annually provide five (5) shirts for maintenance and grounds employees. All clothing and boots must meet Labor and Industry recommendations. Employees will have input into the selected items and may choose from selected items in each category from District identified vendors. Boots will have an ASTM rating but do not have to be puncture proof.
ARTICLE IV. GRIEVANCE PROCEDURE

Section A. Definitions

1. "Grievant" shall mean a bargaining unit member or group of bargaining unit members or the Association.

2. "Grievance" shall mean a claim or complaint by a grievant that there has been a violation, misinterpretation or inequitable application of any terms or provisions of this Agreement.

Section B. Time Limits

If the grievant fails to file or appeal according to the timelines set out herein, the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a timeline, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

Section C. Rights to Representation

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.

2. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.

3. No grievance may be processed with a grievant having representation other than him/her self or the Association.

Section D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the disposition of the matter is not inconsistent with the terms of this Agreement.

Section E. Procedure

Grievances shall be processed in the following manner:

Step 1. Supervisor: The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances. Within twenty (20) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/her self, the grievant and the Association Representative to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievant within ten (10) days after the meeting. Such answer shall include all reasons upon which the decision was based.

Step 2. Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the timeline, the grievance may be appealed to the Superintendent.
The grievance must be appealed within twenty (20) days of the receipt of the step one decision. The Superintendent shall arrange for a meeting with him/her self, or the Superintendent's designee, the grievant, the first level supervisor and the Association Representative, to take place within ten (10) days of the receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days to provide a written decision, together with reasons for the decision to the grievant and the Association.

Step 3. Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the twenty (20) day timeline, the Association within twenty (20) days may submit a Demand for Arbitration to the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service, along with a copy to the Superintendent. The arbitration shall be controlled by the Voluntary Arbitration Rules of the American Arbitration Association or the Federal Mediation and Conciliation Service. The arbitrator shall be selected from a list provided by the American Arbitration Association or the Federal Mediation & Conciliation Service. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other party.

The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the written grievance except as otherwise expressly prohibited by law or this Agreement. The arbitrator, in rendering his/her decision, shall provide a written, reasoned decision for the parties. The decision of the arbitrator will be final and binding.

The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the costs of any hearing room, will be shared equally by the parties.

No Reprisals: No reprisals of any kind will be taken by the Board, Administration or RCA because of participation in the grievance procedure.

ARTICLE V. STRIKES AND LOCKOUTS

During the duration of this Agreement, the Association and its members will not initiate, cause, or participate in any strike or work stoppage affecting the District. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement. There will be a moratorium on this provision during any reopener period.

ARTICLE VI. WAIVER

The District and the Association acknowledge that they have bargained with respect to all terms and conditions of employment. The District and the Association acknowledge that their agreements are fully set forth herein, that the omission of any reference to any aspect of the terms and conditions of employment is intended to be a waiver of the right to bargain with respect to the particular subject during the term of this Agreement.

Matters of common concern may be subject to negotiations during the period of this Agreement upon request and mutual agreement of both parties.
ARTICLE VII. TERM OF AGREEMENT

The term of this Agreement shall be September 1, 2017 to August 31, 2020.

Any and all additional money allocated by the State for increases in insurance premiums and/or salary (COLA et. al.) increases for the bargaining unit shall be passed on to the bargaining unit.

For the 2017-2018 contract year, effective September 1, the base rates on Appendix A shall be increased 4.0% (including state COLA). The balance of the rates on Appendix A shall be increased from the base rates as indicated on Appendix A. Thirty-four cents (34¢) shall be added to the Maintenance and Field/Grounds Technician introductory rates for 2016-2017.

For the 2018-2019 contract year, effective September 1, the base rates on Appendix A shall be increased 2.5% (including state COLA, unless COLA exceeds 2.5%, in which case the base rates shall be increased by COLA). Additionally, the District is required to comply with HB 2242 § 701 regarding possible limits on classified salary increases in 2018-19. The balance of the rates on Appendix A shall be increased from the base rates as indicated on Appendix A.

For the 2019-2020 contract year, effective September 1, the base rates on Appendix A shall be increased 4.0% (including state inflationary adjustment designated by the state legislature, unless the inflationary adjustment exceeds 4.0%, in which case the base rates shall be increased by the inflationary adjustment). The balance of the rates on Appendix A shall be increased from the base rates as indicated on Appendix A.

This Agreement represents the entire agreement between the Board and the Association and supersedes all prior agreements and cancels all previous agreements.

Ridgefield Classified Association

Ridgefield School District No. 122

President, RCA

APPROVED BY THE BOARD OF DIRECTORS
NOVEMBER 14, 2017

Chair, Board of Directors

Superintendent, Ridgefield School District
APPENDIX A
RIDGEFIELD SCHOOL DISTRICT NO. 122 - RCA SCHEDULE for 2017-18 SCHOOL YEAR

<table>
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<tr>
<th>Years</th>
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<th>6-7</th>
<th>8-9</th>
<th>10-11</th>
<th>12-15</th>
<th>16-19</th>
<th>20-23</th>
<th>24-27</th>
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<tr>
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<td>$22.29</td>
<td>$23.05</td>
<td>$23.69</td>
<td>$24.43</td>
<td>$24.77</td>
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<tr>
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<td>$22.29</td>
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<td>$24.77</td>
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<tr>
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<td>$15.94</td>
<td>$16.48</td>
<td>$16.94</td>
<td>$17.40</td>
<td>$17.71</td>
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<td>$22.77</td>
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<td>$24.38</td>
<td>$24.78</td>
<td>$25.19</td>
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<tr>
<td>Class IV - Career Center Specialist</td>
<td>$16.69</td>
<td>$17.28</td>
<td>$17.86</td>
<td>$18.36</td>
<td>$18.86</td>
<td>$19.20</td>
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<td>$20.87</td>
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<td>** Class V - Health Assistant</td>
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<tr>
<td>* Class I – Secretary (school, district dept.), HS Registrar</td>
<td>$19.41</td>
<td>$20.09</td>
<td>$20.76</td>
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<td>$23.09</td>
<td>$23.48</td>
<td>$23.87</td>
<td>$24.26</td>
</tr>
<tr>
<td>* Class II - Asst. Secretary (school, district dept.)</td>
<td>$16.69</td>
<td>$17.28</td>
<td>$17.86</td>
<td>$18.36</td>
<td>$18.86</td>
<td>$19.20</td>
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<td>$20.87</td>
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<tr>
<td>* Class III - Clerical/Receptionist</td>
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<td>$17.66</td>
<td>$17.94</td>
</tr>
</tbody>
</table>

* Substitute Rate = Base
** Substitute Rate = $13.50

# Former ESD employees hired by the District for the 2016-2017 work year are grandfathered at their former ESD pay rate until their placement on this schedule meets or exceeds their ESD wages.

## Staff assigned to positions that include catheterization of or feeding students through feeding tubes shall be compensated an extra $0.25 per hour for that assignment.
## APPENDIX A
RIDGEFIELD SCHOOL DISTRICT NO. 122 - RCA SCHEDULE for 2018-19 SCHOOL YEAR

### YEARS

<table>
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<tr>
<th>Years</th>
<th>0-1 Base</th>
<th>2-3 3.5%</th>
<th>4-5 7.0%</th>
<th>6-7 10.0%</th>
<th>8-9 13.0%</th>
<th>10-11 15.0%</th>
<th>12-15 17.0%</th>
<th>16-19 19.0%</th>
<th>20-23 21.0%</th>
<th>24-27 23.0%</th>
<th>28+ 25.0%</th>
</tr>
</thead>
</table>

### FIELDS/GROUNDS

- **Class I - Field/Grounds Specialist**
  - $22.08
- **Class II - Field/Grounds Technician**
  - $19.80

### MAINTENANCE

- **Class I - Maintenance Specialist**
  - $22.08
- **Class II - Maintenance Technician**
  - $19.80
- **Class III - Intradistrict Delivery**
  - $15.20

### PARAPROFESSIONALS

- **Class I – Life Skills Paraprofessional**
  - $16.04
- **Class II - Paraprofessional**
  - $15.79

### PROFESSIONAL/TECHNICAL

- **Class I - Special Education Nurse, Information Technology Coordinator**
  - $25.73
- **Class II - Information Technology Specialist, Data Systems Specialist**
  - $21.50
- **Class III - Information Technology Technician**
  - $20.65
- **Class IV - Career Center Specialist**
  - $17.11
- **Class V - Health Assistant**
  - $15.79

### PROFESSIONAL

- **Class I – Secretary (school, district dept.), HS Registrar**
  - $19.89
- **Class II - Asst. Secretary (school, district dept.)**
  - $17.11
- **Class III - Clerical/Receptionist**
  - $14.71

* Substitute Rate = Base
** Substitute Rate = $13.50

# Former ESD employees hired by the District for the 2016-2017 work year are grandfathered at their former ESD pay rate until their placement on this schedule meets or exceeds their ESD wages.

## Staff assigned to positions that include catheterization of or feeding students through feeding tubes shall be compensated an extra $0.25 per hour for that assignment.
# APPENDIX A

## RIDGEFIELD SCHOOL DISTRICT NO. 122 - RCA SCHEDULE for 2019-20 SCHOOL YEAR

**Years** | **0-1** | **2-3** | **4-5** | **6-7** | **8-9** | **10-11** | **12-15** | **16-19** | **20-23** | **24-27** | **28+**
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
Base | **3.5%** | **7.0%** | **10.0%** | **13.0%** | **15.0%** | **17.0%** | **19.0%** | **21.0%** | **23.0%** | **25.0%**

## FIELDS/GROUNDS

**Class I - Field/Grounds Specialist**
- $22.96
- $23.76
- $24.57
- $25.26
- $25.94
- $26.60
- $27.32
- $27.78
- $28.24
- $28.70

**Class II - Field/Grounds Technician**
- $20.60
- $21.32
- $22.04
- $22.65
- $23.27
- $23.88
- $24.48
- $25.04
- $25.56
- $25.74

## MAINTENANCE

**Class I - Maintenance Specialist**
- $22.96
- $23.76
- $24.57
- $25.26
- $25.94
- $26.60
- $27.32
- $27.78
- $28.24
- $28.70

**Class II - Maintenance Technician**
- $20.60
- $21.32
- $22.04
- $22.65
- $23.27
- $23.88
- $24.48
- $25.04
- $25.56
- $25.74

**Class III - Intradistrict Delivery**
- $15.81
- $16.36
- $16.92
- $17.48
- $18.04
- $18.60
- $19.16
- $20.04
- $20.51
- $20.85

## PARAPROFESSIONALS

**Class I – Life Skills Paraprofessional**
- $16.68
- $17.26
- $17.85
- $18.43
- $19.01
- $19.59
- $20.17
- $20.76
- $20.85

**Class II - Paraprofessional**
- $16.42
- $16.99
- $17.57
- $18.16
- $18.74
- $19.32
- $19.91
- $20.50
- $20.52

## PROFESSIONAL/TECHNICAL

**Class I - Special Education Nurse, Information Technology Coordinator**
- $26.76
- $27.70
- $28.64
- $29.44
- $30.24
- $31.04
- $31.84
- $32.64
- $33.45

**Class II - Information Technology Specialist, Data Systems Specialist**
- $22.36
- $23.14
- $23.93
- $24.60
- $25.27
- $25.94
- $26.60
- $27.06
- $27.50
- $27.95

**Class III - Information Technology Technician**
- $21.48
- $22.23
- $22.98
- $23.63
- $24.27
- $24.90
- $25.56
- $26.22
- $26.42
- $26.85

**Class IV - Career Center Specialist**
- $17.79
- $18.42
- $19.04
- $19.57
- $20.11
- $20.64
- $20.82
- $20.21
- $20.53
- $20.89
- $22.24

**Class V - Health Assistant**
- $16.42
- $16.99
- $17.57
- $18.06
- $18.55
- $18.88
- $19.21
- $19.54
- $19.87
- $20.20
- $20.52

## PROFESSIONAL

* **Class I – Secretary (school, district dept.), HS Registrar**
  - $20.69
  - $21.41
  - $22.14
  - $22.76
  - $23.38
  - $23.92
  - $24.50
  - $24.54
  - $25.86

* **Class II - Asst. Secretary (school, district dept.)**
  - $17.79
  - $18.42
  - $19.04
  - $19.57
  - $20.11
  - $20.64
  - $20.82
  - $20.21
  - $20.53
  - $21.89
  - $22.24

* **Class III - Clerical/Receptionist**
  - $15.30
  - $15.84
  - $16.37
  - $16.83
  - $17.29
  - $17.60
  - $17.90
  - $18.21
  - $18.52
  - $18.82
  - $19.13

**Substitute Rate = Base**

**Substitute Rate = $13.50**

# Former ESD employees hired by the District for the 2016-2017 work year are grandfathered at their former ESD pay rate until their placement on this schedule meets or exceeds their ESD wages.

## Staff assigned to positions that include catheterization of or feeding students through feeding tubes shall be compensated an extra $0.25 per hour for that assignment.
APPENDIX B

RIDGEFIELD SCHOOL DISTRICT
RCA – INTEREST IN TEMPORARY ASSIGNMENTS FORM

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<thead>
<tr>
<th>NAME</th>
<th>LOCATION</th>
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Temporary Assignment Form 9/19/10