

Collective Bargaining Agreement

Washougal School District #112-6

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Washougal Association of Educators

September 1, 2020 – August 31, 2022

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Section 1 General Contract Information

Section 1.1 Preamble

This Agreement is entered into this September 1, 2020, by and between the Washougal Association of Educators and the Washougal School District Number 112-6, County of Clark, Washington. The signatories shall be the sole parties to this Agreement, and agree that this Agreement is entered into between the Board of Education on behalf of the Washougal School District Number 112-6, herein referred to as the “Board” or “District”, and the Washougal Association of Educators, herein referred to as the “Association”.

- A. We, the Washougal Association of Educators and the District, commit to knowing, nurturing, and challenging all students to rise. We will address the need for equity in results, fan the flames of hope with purposeful actions, and demand the best of students and ourselves. We will exhibit the humility necessary to seek and welcome the engagement of parents/guardians and community in the education of all the youth in our care. Together we believe in our students, our community, and ourselves.
- B. We are committed to increasing the odds for student success, creating a culture of success, and fostering a growth mindset. We believe that we can do this by fostering high expectations for ourselves and our students, supporting each other, building trusting relationships, engaging with our students and community, and maintaining a high degree of openness.
- C. To accomplish this, we must be guided by research on best practices to serve students. We need to leverage the good works and collective wisdom of others.
- D. The following goals identified by our stakeholders are fundamental to our success.
 - 1. Equity: We will engage in intentional efforts to identify disparities that create opportunity gaps, and take action to eliminate the achievement gap. We will develop and strengthen students’ agency, so they are prepared for careers, college and life.
 - a. We will provide a safe and healthy environment where discrimination, intimidation and harassment are not tolerated by or toward students, families, community, or school employees.
 - b. We recognize that simply raising achievement of all students will not in and of itself eliminate the opportunity gap. We share the goal and expectation that students will meet District standards. For students who have a longer climb, we will provide the necessary additional support to help meet the goals.
 - 2. Effective Instruction: We will invest in attracting, retaining, and developing excellent teachers and staff. We will provide relevant, rigorous, and supportive instruction with high expectations for all students.
 - 3. Educational Engagement: We will ensure all students are involved in innovative, artistic, creative, vocational, and intellectual pursuits, so they develop confidence, understanding, and agency in the classroom and beyond.
 - a. We believe there is a correlation between the education of our students and the empowerment of the staff entrusted with the responsibility for their learning.
 - 4. Career & College Readiness: We will prepare all students to contribute to the community they live in, whether in skilled trades, higher education, or professional careers.

5. Partnerships to Support Students: We will partner with our students, families, and community to build culturally relevant schools, where all children are known, supported, and connected through positive relationships in a safe environment.
 - a. We believe that our success requires family and community engagement. We will work together to provide professional development that infuses cultural literacy and inclusive practices into training, curriculum, instruction and assessment, and community and parent/guardian engagement.
 6. Stewardship of Resources: We will maximize resources to create opportunities for our students through a transparent budget process that aligns with our priorities for student achievement and operations of the district.
 - a. We believe that to create positive change that endures over time, efforts must rely on and be replicable and sustainable under realistic funding projections.
 - b. We will work together to attract and retain quality staff.
- E. These goals supported by action, will bring about the culture of genuine success that the District and the Association envision. Both the Association and the District will work together in an environment that builds trust, respect, and a shared commitment to our students and community. The work we are committed to is more important than the individual members of our collective leadership, and the environment we work together to build will endure beyond the tenure of those currently in leadership positions in our respective organizations.

Section 1.2 Recognition

The Washougal School District recognizes the Washougal Association of Educators, pursuant to Chapter 41.59 RCW, as the exclusive bargaining representative for all certificated or licensed employees serving in certificated or licensed positions, or on District approved leave, substitute employees who work in a continuous assignment in excess of twenty (20) days, one year leave replacement employees, or those on a per diem, or hourly rate basis; such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are supervisory or administrative positions.

Excluded from the bargaining unit shall be the superintendent, central office administrators, building principals, associate building principals, or any supervisor who shall in the employee's normal duties: have the authority in the interest of the District to hire, assign, promote, transfer, lay off, recall, suspend, discipline, or discharge other employees, or to resolve a grievance, or to effectively recommend such actions.

WASHOUGAL ASSOCIATION OF EDUCATORS



By: Eric Engebretson, WAE President

Dated this 18 day of DEC, 2020

WASHOUGAL SCHOOL DISTRICT



By: Dr. Mary Templeton, WSD Superintendent

Dated this 18 day of Decemb, 2020

Negotiations Committee Members

Leslie DeShazer, Vice-President
Pam Ausman, Secretary
Kara Gamboa, Treasurer
Melissa Walker, Assistant Treasurer
Gail Anderson
James Bennett
Charlotte Lartey

Negotiations Committee Members

Renae Burson
Les Brown
Kris Grindy
Penny Andrews
Sheree Clark
Cindie Persons
Aaron Hansen

Section 1.3 Definitions

Unless the context in which they are used clearly requires otherwise, when used in this agreement:

The term "Agreement" shall mean this entire contract.

The term "Association" shall mean the Washougal Association of Educators.

The term "Board" shall mean the Board of Directors of the Washougal School District Number 112-6.

The term "District" shall mean the Washougal School District Number 112-6.

The term "W.E.A." shall mean the Washington Education Association.

The term "N.E.A." shall mean the National Education Association.

The term "employee" shall refer to all employees represented by the Association in the bargaining unit as defined in the Recognition Clause.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "Act" shall mean the Educational Employment Relations Act, RCW. 41.59.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine, and words denoting number include both the singular and plural.

Section 1.4 Compliance Between Individual Contract and Master Agreement

Any individual contract between the District and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement and shall so state. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Section 1.5 Relationship to Existing Policies, Procedures, Rules and Regulations

This Agreement contains provisions that may be different from the existing rules, regulations, policies, and resolutions of the District. If any District rule, regulation, policy, or resolution is in conflict with the terms of this Agreement, this Agreement shall be controlling.

Section 1.6 Distribution of Agreement

Within thirty (30) days of signing of this Agreement, the District shall print and distribute to all employees copies of this Agreement. The cost will be split equally between the Association and the District. The District will make an electronic copy of this agreement available on the District's website. Copies of this Agreement shall be available in the district office for applicants for certificated positions to examine.

Section 1.7 Contract Administration

An Association representative will meet with the superintendent or designee at mutually agreeable times during the school year to discuss and attempt to solve problems and practices concerning the administration of this Agreement.

Section 1.8 Rights of Management

The District has the exclusive right to exercise all the rights or functions of management, including but not limited to: the development, adoption, implementation, and enforcement of policies, rules, regulations, and administrative interpretation involved in the implementation of those policies in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights.

The District shall retain the right to maintain educational programming and the efficiency of operations except as otherwise specifically limited by provisions of this Agreement.

It is expressly agreed by the Association that the enumeration of District rights in this section will not be deemed to exclude other District rights not specifically enumerated above.

Section 1.9 Conformity to Law

If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect for the duration of this Agreement.

If any provision of this Agreement is found to be contrary to law, the District and the Association agree to commence bargaining on such provision as soon as reasonably possible.

Section 1.10 Reopener Clause

This Agreement constitutes the entire Agreement between the Board and the Association and shall become effective September 1, 2020, and shall continue until August 31, 2022. This contract can be opened in May of each year during the life of this Agreement for negotiation of specific, mutually determined issues. The contract may be reopened on specific issues of mutual concern.

Section 1.11 Maintenance of Standards

This Agreement shall not be interpreted or applied to deprive employees of rights heretofore enjoyed unless expressly stated herein. Provided that this section shall not be construed as depriving or constricting the management prerogatives, rights, powers, or authority of the Board and/or the administrators of the District.

Section 1.12 Duration

The duration of this contract shall be for two years, from the beginning of the 2020-2021 school year through the 2021-2022 school year, provided however that the individual provisions of the contract shall remain in effect until such time as they are revised or replaced through the negotiations process.

Section 1.13 Exclusivity

The District recognizes that exclusive rights enjoyed by the Association are those provided for in RCW. 41.59.20

Section 1.14 Communication Rights and Privileges

The Association shall have the right to post notices of its activities and matters of organizational concern on a bulletin board to be provided in each school building by the District, and shall be liable for their contents.

A. Association Use of District Communications:

The Association shall have the right to use District mail service and employee mailboxes for communication to educators. This shall include freedom from any censorship or screening by the District representatives prior to distribution. The Association shall have the responsibility to ensure that materials disseminated through the District mail service by representatives of the Association are accurate, non-slanderous, and conform to legal requirements and necessary priorities. The following priorities shall apply to the space provided for District mail:

First Priority---U.S. Mail

Second Priority—Official District Interoffice and School Mail

Third Priority---District Related Organization Mail

Fourth Priority—Non-District Related Organizational Mail

The decision to revoke a professional organization's use of the District mail service shall be the responsibility of the Board. The organization upon being informed of termination of mailing privileges shall have the right of appeal through the grievance procedure. The second and fourth Wednesday following the duty day shall be reserved for association meetings.

The Association may use District school buildings and equipment for meetings and to transact official business on school property at all reasonable times when the custodians are normally on duty before and after school hours, provided that this shall not interfere with nor interrupt normal school operations as determined in consultation with the building principal or supervisor.

Any officer or authorized representative of the Association identified to the superintendent on behalf of the District, shall have the right to visit District buildings, individual educators, or groups of educators represented by the Association, at all reasonable times when educators are not on duty, such as before and after work hours and at lunch time.

B. New Teacher Information and Orientation

The District shall provide one (1) hour directly following lunch during the New Teacher Orientation on the first day of training for instruction by the Association to explain the programs and operation of the Association.

C. Association Accessibility

All Association Officers five (5) will have electronic (i.e., "fob") access to all school buildings to meet with Association members before, within, or after the school day.

Section 1.15 Availability of Information

The Board will make available to the Association information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, tentative budgeting requirements and allocations, monthly revenue and expenditure reports and other supplementary documents or materials used at Board meetings, agendas and minutes of all Board meetings, employees, and such other information as will assist the Association in processing a grievance.

At the beginning of each semester, the District shall provide contact information for all bargaining unit members regardless of membership status, including name, job title, department, work location, home and work telephone numbers, home and worksite email addresses, and mailing address when requested by the Association.

Section 1.16 Right of Consultation

The District agrees to advise the Association President of forthcoming decisions regarding new or modified fiscal issues affecting the educational program. The District will consider Association recommendations.

Section 1.17 Payroll Deductions and Representation Fees

- A. The Association may receive membership dues through automatic payroll deductions. No membership dues will be deducted from an employee's paycheck without the employee's written authorization.
- B. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of individual dues and assessments of the Association (including the National Education Association and Washington Education Association) that are to be deducted in the coming year under payroll deduction. The total for these deductions shall not be subject to change during the school year.
- C. Deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the employee is employed. The Board agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided to the Association as receipt for said transactions. On or before the monthly pay period, the Board shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- D. The Association agrees to reimburse any employees from whose pay dues and assessments were deducted, in excess of the total amount due the Association at that time, provided the Association or its affiliate actually received the excessive amount.
- E. Within ten (10) days of their commencement of employment, employees who do not currently have deductions for dues and assessments made by the District may sign and deliver to the Board a form to authorize deduction of membership dues and assessments of the Association (including National Education Association and Washington Education Association). Such authorization shall continue in effect from year to year unless a request for revocation is submitted to the Board 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 Board with the names of those employees who have joined the Association and paid its dues and assessments by cash.

Section 2 Individual Employee Protection

Section 2.1 Individual Rights

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations

Section 2.2 Representation

- A. Upon receipt of the notice placing an employee in a probationary status, the employee may request to have an Association representative as a witness present at subsequent conferences. The date for such conferences shall be set by the evaluator and it shall be the employee's responsibility to have a representative on the date set.

Section 2.3 Just Cause

- A. It is recognized that certificated employees are entitled to the same constitutional rights, as are other citizens.
- B. No employee shall be reprimanded, reduced in rank or compensation, or otherwise disciplined, except for just cause in accordance with the Seven Tests of Just Cause.
- C. Any complaint made against an employee or person, for whom the employee is administratively responsible, by any parent, student or other person will be called to the attention of the employee within five (5) business days of the administrator's knowledge of the complaint providing there is no reasonable basis for a delayed notification (e.g., employee or supervisory absence, necessary pre-investigation, etc.). Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- D. In the event a disciplinary action is taken or a discussion is held that may lead to disciplinary action, the employee shall be advised of the right to representation. The specific grounds forming the basis for any disciplinary action will be made available in writing to the employee and the Association.
- E. The District agrees to follow a policy of progressive discipline which minimally includes: verbal warning, written warning, written reprimand, suspension or discharge as final and last resort. When the employer issues a written warning, it must state that the written warning is a step in the disciplinary procedure. Certain infractions, because of their severity would permit the bypass of the initial steps of progressive discipline (e.g., egregious conduct; offenses identified in the RCW's and WAC's as grounds for dismissal or discharge). Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Such discipline shall be in private.
- F. The above steps of progressive discipline do not preclude the use of other non-traditional forms of discipline, (e.g., involuntary reassignment to non-classroom or other certificated assignments).

Section 2.4 Academic Freedom

The Association and the Board agree consistent with the basic education act, RCW 28A.150.230-240, employees may exercise academic freedom as follows:

- A. Employees will have latitude in the selection of teaching methodology and strategies provided the methods and strategies enable a student to reach the approved goals and objectives of the course.
- B. Teachers will plan materials, discussions, and procedures, including the use of guest speakers to gain divergent points of view, with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of facts, the value of judgment and the virtue of respect for conflicting opinions. Teachers will exercise professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal and/or appropriate district administrator.
- C. Should a community furor develop over the alleged inappropriateness of material or methodology strategies, in relation to the maturity level of the students, the principal may direct the employee to halt the topic until a Board level review of the matter can be conducted. The professional staff shall assist in designing and selecting the curriculum, in conformity with the laws of Washington and the rules and regulations of the State Board of Education, and WSD Board Policy.
- E. Employees are required to determine grades and evaluate student learning. In the event that an inquiry is made due to a parent or student concern or complaint and the administrator determines that a meeting between the parent/student and the employee is needed, the employee will participate in the meeting.
- F. No mechanical or electronic devices by students or visitors may be used by students or visitors without the permission of the employee. No mechanical or electronic devices shall be used in the classroom by a supervisor without the knowledge of the employee, and without at least two (2) days prior notice to the employee.

Section 2.5 Personnel Files

- A. Employees shall have the right to review, by prior appointment, all materials in their personnel file. The superintendent, or the superintendent's designee, shall be present during this review. Employees shall have the opportunity to review all materials before they are made a permanent part of their personnel file. An employee shall have the right to answer and/or refute in writing any materials that may be judged by the employee to be derogatory regarding the employee's conduct, service, character or personality. The written response shall be made part of the employee's personnel file.
- B. Derogatory material that is not part of the evaluation of an employee shall be kept in a separate file and maintained in accordance with state retention requirements. Employees will be notified in which file this material will be placed, informed who has access to it, and how long it will stay in the file.
- C. Citizens' written complaints against an employee that are found by the administration after careful investigation to be unsubstantiated shall not be included in the personnel files. Citizens' complaints confirmed by district investigation that may adversely affect the employee's employment status may be included in the employee's personnel file after the employee has been informed of the complaints.

- D. Grievances and materials and/or evidence related to the grievance shall be kept in a separate file, also available for review.

Section 2.6 Employee Protection

- A. The District will represent an employee in any civil proceeding arising from actions or omissions of the employee while acting within the scope of employment.
- B. Any case of assault upon an employee shall be promptly (within 24-48 hours) reported to the appropriate law enforcement agency and the District. The District will fully investigate the assault and take appropriate disciplinary action within its statutory power. The District will support the employee regarding procedures for pressing criminal and civil damages. If the employee suffers injuries related to the assault that result in loss of time benefits under worker's compensation, the District will supplement worker's compensation benefits (Assuming employee is not able to perform light duty) to the extent necessary to offset the difference between net benefits and net take-home pay for up to thirty (30) calendar days. Employees should fill out the appropriate electronic reporting form via ESD 112.
- C. The District will provide its staff with insurance protection while they are engaged in the maintenance of order and discipline and in the protection of students, other staff and property. Such insurance protection will include liability insurance covering injury to persons and property and insurance protecting staff from loss or damage of their personal property incurred while so engaged. Employees may access this insurance by completing the form provided in Appendix O. Employees should submit this form to Human Resources.

Section 2.7 Individual Employee Contract

- A. The District shall provide each employee a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.
- B. Copies of the Contract: Two (2) copies of the individual employee contract shall be signed by the employee and the district. One copy will be returned to the employee and one copy will remain on file.
- C. Release from Contract: An employee under contract may request to be released from the obligations of the contract upon request consistent with statutory provisions under the following conditions:
 - 1. A letter of resignation must be submitted to the superintendent's office.
 - 2. A release from contract, prior to June 1, shall be granted provided a letter of resignation is submitted prior to that date.
 - 3. A release from contract shall be granted after June 1, provided a satisfactory replacement can be obtained.
 - 4. A release from contract shall be granted upon employee request in case of illness or other personal matters that make it impossible for the employee to continue in the District.
- D. Any extensions of contracted days by the District shall be computed on 1/180 (This denominator is equal to the number of actual days funded by the state) full per diem of the employee's contracted rate of pay.

Section 2.8 Safety Procedures/Working Conditions

A. The District shall endeavor to provide and maintain a safe and healthy place of employment. All employees shall endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe or unhealthy practices, equipment, or conditions, and to report any such practices, equipment, or conditions to their immediate supervisor.

B. The Association shall appoint a representative, to be paid at the employee's per diem rate of pay IF any meetings are held outside the work day, to serve on the District Safety Committee.

Procedures for reporting safety concerns:

1. The employee will complete a form (Appendix G) outlining the nature of the problem and possible solution sought.
2. Receipt of the form will be acknowledged by the building principal and the District within ten (10) working days of receiving the form with a copy sent to the employee. Acknowledgment will include solutions and possible timelines for solving the problem.

Section 2.9 Non-Discrimination/Harassment Free/Working Conditions

The district will provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity will be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

A. Employees are to work in an environment free from harassment, including sexual harassment and racially based harassment. No employee will be harassed due to any grievance processing, professional negotiations activity, or representing themselves and members in both formal and informal hearings.

B. If employees believe they have been treated in an uncivil manner by an adult member of the community, another employee, or a student of the Washougal School District, they should take the following steps:

1. Step 1. Within two (2) days of the incident, speak directly and respectfully with the individual, in an appropriate time, place and manner, seeking to resume communications on a civil basis. If the individual is a student, the employee may also speak with the student's parent.
2. Step 2. At any time after Step 1 has been attempted, if civil discussion cannot be resumed, the employee should ask a co-worker or supervisor to facilitate a conversation with the individual perceived to have been uncivil. Such a facilitated conversation should focus on the expectation of civility and requirements for achieving civil exchanges in the future.
3. Step 3. At any time after Step 2 has been attempted, if it is determined that civil communications and appropriate problem-solving cannot be restored between/among the individuals affected, the employee's supervisor should help the employee to establish requirements for further communications (i.e., the presence of a specified third person, restrictions on physical access to the employee's work space) in order to protect the employee's rights. The supervisor may also suggest such additional resources as mentoring, specific training, and/or written materials that address the employee's needs.

- C. Employees will use the form found in Appendix N to report uncivil treatment to their supervisor or other district administrator.

Section 2.10 Substitute Teachers

The following provisions of the negotiated agreement will apply to non-contracted substitute teachers: Sections 1.1 - 1.16, 2.1, 2.3 - 2.6, 2.8, 2.9, 3.8B, 3.8C, 3.17, 4.4, and Section 8.

The District shall provide every substitute hired into the Washougal School District at the beginning of the school year or thereafter, a standard District Orientation Packet that the district designs in collaboration with the Association which will include a copy of the Agreement, Substitute Handbook, Washougal School District rules and regulations affecting substitute certificated employees, a map showing school locations, a list of all school buildings (including addresses and phone numbers) and the phone number of Human Resources. This packet shall be completed no later than September 1st, 2020.

Section 3 Working Conditions

The District will try to place each certificated staff member into an assignment of the employee's preference whenever this can be done consistently with providing a high quality instructional program for students of the community.

The District will provide each classroom teacher with a reasonable work area within the classroom to include desk, cabinet, technology, supplies and phone access. Teachers, particularly itinerant staff, may be required to share such work areas and equipment depending on building limitations. A desk for itinerant staff will be provided at each site, subject to building limitations, and will include secure storage and phone access. Itinerant staff without a district-provided laptop will also have access to a computer.

Section 3.1 Assignments

- A. Assignment to Multiple Schools: The District will schedule the employee who is assigned to more than one school so that the employee will not be required to engage in an unreasonable amount of inter-school travel that accounts for hazardous/difficult driving conditions. If conditions require, additional paid time will be awarded to the employee to allow for a safe drive between assignments.
- B. Notification of Assignment: Employees will normally be notified of a change in assignment by the last day of school unless a change is caused by actual student enrollment/staff changes, in which case notice will occur as quickly as the situation arises. Notification shall be in writing. If the assignment is different from the previous year the employee may, upon written request, meet with the principal or principal's designee to review the assignment.
- C. Job Share: See job share language (Section 3.4)
Itinerant employees who are required to use personal transportation to travel between duty sites during the duty day and classroom teachers assigned to multiple buildings (excluding home-to-work and work-to-home) may track and submit documentation for mileage reimbursement at the current IRS mileage rate. Such requests should be submitted on a monthly or quarterly basis consistent with the District-approved reimbursement procedures.

Section 3.2 Reassignment and Transfer

- A. Definitions:
 - 1. Transfer is a change of assignment to a different school/building.
 - 2. Reassignment is a change of assignment within the building
 - 3. Voluntary reassignment or transfer is initiated by a teacher who is looking to move to a different assignment within the employee's building or another building.
 - 4. Involuntary transfer or reassignment is one that is initiated by the District.
 - 5. Seniority, is FTE years of Washougal experience.
- B. Procedural Overview in Reassignment and Transfer:
 - 1. When an opening exists it will be posted for five (5) business days. If not filled in-building, in-district applicants will be considered. If not filled in-district, outside applicants may be considered. Employees will notify their principal or supervisor of their intent to be voluntarily reassigned or transferred by completing a Request for Transfer or Additional Assignment form (Appendix B).

2. Reassignment Form: The employee shall complete a request form that shall be kept on file in the district office. The request for transfer or additional assignment will be submitted through the district reassignment system or procedure.

C. Voluntary Reassignment

1. The District will create an in-building posting when an opening exists in a building or program and ask for volunteers to be reassigned.
2. The posting will be posted in-building for five (5) business days, and sent to all staff via email. As an exception, during the period from the end of the school year through the first two (2) weeks of the new school year, the posting will be for three (3) days. If at any time, the most senior in-building employee is qualified and interested in the posting, the position will be offered to the employee. Any new posting will be immediately issued whether or not the three (3) day period has expired. The same provision applies to any subsequent vacancies.
3. An interested qualified employee will notify the administration of the employee's intent to be reassigned.
4. If there are two or more qualified in-building applicants for the opening, the most senior will be given the position.
5. Qualified in-district candidates not selected for the position will receive a letter of by-pass. The reason(s) given in the by-pass letter must conform to the qualifications based in the job posting.
6. Qualifications will be determined by the criteria stated in the job posting.

D. Voluntary Transfer

1. Open positions will be posted in each building and at the district office.
2. Positions will be posted for five (5) working days before being filled. The posting will be posted in-building for five (5) working days, and sent to all staff via email. As an exception, during the period from the end of the school year through the first two (2) weeks of the new school year, the posting will be for three (3) days. If at any time, the most senior in-building employee is qualified and interested in the posting, the position will be offered to the employee. Any new posting may be immediately issued whether or not the three (3) day period has expired. The same provision applies to any subsequent vacancies.
3. If there are no in-building applicants and there are two (2) or more equally qualified in-district applicants for the opening, the senior most qualified will be given first consideration for the position.
4. Qualified in-district candidates not selected for the position will receive a letter of by-pass. The reason(s) given in the by-pass letter must conform to the qualifications based in the job posting.
5. If the District is unable to fill the position through voluntary reassignment or transfer, the District may involuntarily assign or transfer an employee to fill the position. Or the District may open the position to be filled by outside applicants. A position not filled within the District will be available to outside applicants.
6. Qualifications will be determined by the criteria stated in the job posting.

E. Moving Expenses:

1. An employee who is transferred or reassigned because of District need will be paid for actual packing, moving, unpacking, and setting-up of the new classroom at per diem rate not to exceed 28 hours.
2. Employees who ask the District for a transfer or reassignment will have their classroom items transported (after the employee has prepared the items for transport) by the District. With this, the employee will not be paid the curriculum rate for packing, moving, unpacking, and setting up the new classroom.
3. Employees who are being reassigned involuntarily at the request of the District or the building principal, will be paid for actual packing, moving, unpacking, and classroom set-up time at per diem rate, not to exceed 28 hours. Alternatively, substitute coverage for up to four (4) school days will be awarded if the school year is in session. This will include employees who are requested by the District or building principal to move to a different classroom and/or grade level(s) within a building before or after the school year has begun.
4. If under unusual circumstances, moving is not able to be completed within the 28 hours, the employee may request additional compensation with approval of the building principal.

Section 3.3 Involuntary Reassignment or Transfer

A. Procedural Overview of Involuntary Reassignment or Transfer: Involuntary reassignments or transfers normally occur only when enrollment changes or special program needs cannot be met because of student enrollment/staff changes. These reassignments or transfers are District initiated. No employee will be involuntarily reassigned/transferred three (3) years in a row. Whenever possible, an involuntarily assigned employee should be placed in an equivalent position.

B. In-Building Involuntary Reassignment

1. The principal or supervisor will first ask for qualified volunteers to be reassigned in-building. The reassignment need will be posted, emailed to staff, and announced at staff meetings allowing five (5) working days for volunteers to come forward. Whenever possible, such an involuntarily reassigned employee should be placed in an equivalent position. As an incentive, it may be agreed that the employee who volunteers to be reassigned will be offered reinstatement to the prior position if it is recreated for the next school year.
2. If no one volunteers in-building, the principal or supervisor will involuntarily reassign the employee with the least seniority in the building whose endorsement(s) match the position into which the reassignment could occur.
3. Qualifications will be determined by the criteria stated in the job posting.
4. When special programs show a need for preservation at the site level, a site team (special program staff, WAE president, and building administrator) will be formed to oversee the process and selection with the Agreement in force.
5. The employee to be involuntarily reassigned will be given notice of the reassignment by the final student day of the school year unless it is caused by actual student enrollment/staff changes, in which case notice will occur as quickly as the situation arises.

C. In-District Involuntary Transfer

1. The District will first ask for qualified volunteers to be transferred. The transfer need will be posted in-building, emailed to all staff and communicated by other means when appropriate. The District will allow five (5) working days for volunteers to come forward. As an incentive it may be agreed that the employee who volunteers to be transferred will be offered reinstatement to the employee's prior position if it is recreated for the next school year.
2. If no one volunteers, the District will involuntarily transfer the employee with the least seniority in the District whose endorsement(s) most match the position into which the transfer could occur.
3. When special programs show a need for preservation at the site level, a site team (special program staff, the Association president, and building administrator) will be formed to oversee the exception process and selection with the Agreement in force. If qualifications are substantially equal, the least senior applicant will be given the position.
4. The employee to be involuntarily transferred will be given notice of the transfer by the final student day of the school year unless it is caused by actual student enrollment/staff changes, in which case notice will occur as quickly as the situation arises.

Section 3.4 Job-Sharing

- A. Employees interested in entering into a job-sharing agreement need to complete a job-sharing agreement request form with another qualified employee or request the hiring of a job-share partner. All matters of the agreement must be acceptable to the principal and both employees. Maintaining job-share status will be based on general acceptance of the job-share relationship by the two employees involved and the principal.
- B. A full-time employee who enters a job-sharing agreement will have the option to return to full-time status at the end of the job-sharing year, and will notify the District by April 1, in writing with this request (extenuating circumstances will be considered until May 1). Persons wanting to enter into job-sharing will notify the District by April 1. (Appendix F)
- C. Job-sharing will be limited to 3 partnerships per building with benefits as specified in the part-time employee's sections. Those employees who are job-sharing will receive prorated the number of per diem days with consideration for application for additional per diem days as building and District mandates.

Section 3.5 Part-Time Employees

- A. All part-time employees will receive, proportionate to their job time, the following, as specified in the contract: salary, per diem, benefits, all leaves with/without pay (personal, sick, bereavement, civic, etc.), experience and education credits to advance on the salary scale, and all other benefits and rights guaranteed full-time employees under the contract, unless the benefits are limited to a specific FTE level by an insurance carrier.
- B. Part-time employees who are required by the administrator to participate in activities that are scheduled outside of and beyond part-time work hours shall be compensated for the additional time at their per diem rate.
- C. To calculate your FTE, see Exhibit A.

Section 3.6 Mentor Program

- A. The purpose of the District peer-mentoring program is to reinforce our belief that the constant feedback by one's peers is of great value to both the mentor and the protégé(s). Initially, all new certificated employees will participate in the peer mentor program.
- B. The District retains the right to select and assign district-wide mentors. The Association will be granted the opportunity to nominate and/or provide input and recommendations concerning district-wide mentors. Selected mentors may respectfully decline the nomination.
- C. When an administrator requests and designates mentor candidates to assist new employees, the mentoring employee and the mentee will be paid at their per diem rate for scheduled and approved mentoring times outside the normal duty day. If the State provides stipends for mentors and/or mentees, the stipend will be passed through to the mentor and/or mentee.
- D. Selection of building-based mentors will be based upon collaboration between grade level teams or subject matter teams and building administrators. The final decision on mentor assignments rests with the building administrator.
- E. To guarantee the integrity of the process a communication curtain exists between the mentor and the administration. No mentor will provide input into the summative evaluation conducted by the administrator.

Section 3.7 Teachers On Special Assignment (TOSA)

It serves the interests of the District and teachers to afford teachers the opportunity to provide their knowledge and skill to the educational process by serving on special assignment. Such special assignments can include (but are not limited to) serving mentors, instructional coaches, curriculum specialists, etc. Assignment length is determined by funding source conditions, assignment requirements, and District or Building need.

- A. TOSA positions will be posted in-building for five (5) working days, and sent to all staff via email. As an exception, during the period from the end of the school year through the first two (2) weeks of the new school year, the posting will be for three (3) days.
- B. The District retains the right to select and assign district-wide TOSA. The Association will be granted the opportunity to nominate and/or provide input and recommendations concerning district-wide TOSAs. Selected TOSAs may respectfully decline the nomination.
- C. Selection of building-based TOSAs will be based upon collaboration between grade level teams or subject matter teams and building administrators. The final decision on TOSA assignments rests with the building administrator.
- D. The District will provide TOSAs with plans and/or documentation outlining the activities and responsibilities expected of them. It is understood that TOSAs remain part of the bargaining unit and as such will maintain confidentiality regarding any evaluative information regarding teachers being assisted. Such information will not be shared with or used by administrators in the evaluative process. It is also understood that, as colleagues and as part of the bargaining unit, TOSAs will only assist teachers within the teacher's classroom at the request or consent of the teacher being assisted.

Section 3.8 Work Year/Workday

- A. The school calendar will be collaboratively negotiated between the District and the Association. The 2020-2021 base contract and work year is 183 days, (184 days for employees new to Washougal). The 2021-2022 year, the base contract and work year is 184 days (185 days for employees new to Washougal).
- B. This number adjusts to reflect the actual number of state funded teacher contract days for returning Washougal employees and that number +1 for new Washougal employees. The employees per diem will be determined by dividing annual salary by 180 days.
- C. At the end of the year, check out will be done within three (3) workdays of the last day of school.
- D. Employees will report for work ½ hour before the student day and be released no later than ½ hour after the student day*. Prior to the school year starting, The structure of the “student day” will be determined by the building administrator in consultation with staff and in accordance with what is educationally sound for students. Employees will have a 1/2 hour duty free lunch. The purpose of the half hour before and after school is for educators to be available to students, parents, and staff. (*student day is based on a six and a half-hour day)
- E. On weather related delayed starts or weather related early releases, the ½ hour before and after adjusts to before and after the revised start and stop time.
- F. Employees may leave after the close of the student day on Fridays and the day before a holiday begins, as compensation for faculty meetings or other school activities that necessitate employee attendance beyond the normal workday (evening parent conferences, evening curriculum meetings, school wide open house programs) if the employee has no assigned duty. Additionally, principals will consult with the site-based team on the number of after school activities in an effort to limit the number of such activities.
- G. Provided further that an additional ½ hour per week immediately before or after the employee day shall be for faculty meetings, which may be combined with the ½ hour before or after, exclusive of Monday morning and Friday afternoon. Students will be dismissed three (3) hours early on the last day of school.
- H. The District commits to ensure fairness to teachers who supervise students outside of the instructional day.
- I. The District will consider as a reasonable maximum, secondary teacher assignments of no more than three (3) different curriculum course preparations in no more than two (2) subject fields. Schools will attempt to avoid giving teachers new to the district more than two different curriculum course preparations.
- J. To ensure equitable access for all students, the building principal will seek input from the Building Leadership Team/building staff in determining the building schedule.
- K. Employees who are assigned to two (2) buildings shall be scheduled in such a manner as to provide a thirty (30) minute duty-free lunch period plus necessary travel time between buildings. Employees required to use personal transportation to travel between duty sites during the duty

day (excluding home-to-work and work-to-home) shall track and submit documentation for mileage reimbursement at the current IRS mileage rate. Such requests should be submitted monthly or quarterly basis consistent with the District approved reimbursement procedures.

- L. Monthly Labor Management meetings between the Association and the superintendent will include notice of new programs, initiatives, curriculum, or significant changes to existing programs. The Association will work collaboratively with the superintendent or superintendent's designee to address concerns regarding increased employee workload that may be created by implementation of programs or proposals.
- M. When professional development is involved, discussions will be in collaboration with the Labor Management Team during three Labor Management meetings over the course of the school year where the focus will be on ensuring professional development is directly supporting sustainable progress in raising student achievement. This will give all affected parties (e.g. the Association, the District, and building staff) reasonable notice so that any issues can be resolved in a timely manner.
- N. Employees at the K-5 level will have one duty free recess period (twenty (20) minutes) either in the morning or the afternoon. Employees may give the principal input on their preferred recess time. However, employees may be requested to assist the building administrator during the recess period if an emergency arises and the administrator determines that assistance is needed in dealing with the situation.

Section 3.9 Conference Time: Parent/Employee

- A. Parent-employee conference time will be provided in the fall and in the spring. Grades K-12 will be dismissed three (3) hours early for five days in the fall and three days in the spring. Spring conferences are held on an as needed basis or by parent request. Staff not involved in parent conferences will be available for curriculum development projects. (See annual calendar for specific dates and early dismissal times.) Days for parent conferences will be scheduled when the annual calendar is developed.
- B. The first time a parent requests a special conference with an employee through the principal, every effort will be made to hold the conference within the employee workday. However, if that is not possible, the principal and teacher will work together to find a mutually agreeable time for the first meeting either before or after the employee workday, which the employee will attend.

Section 3.10 Grades Due

Teachers will submit grades and prepare report cards within three (3) workdays at the end of each term.

Section 3.11 Planning Time

- A. Each full-time secondary instructor shall have a daily planning time that is equal to one instructional period. Secondary instructors working less than full-time are entitled to prorated planning time.

- B. Each full-time elementary employee (defined as certificated employees working more than 3.5 hours per day) will be provided 270 minutes of planning time each week in increments of not less than thirty (30) minutes. Elementary employees working part-time will be provided with prorated planning time.

Section 3.12 Class Size and Elementary Combination Classrooms

Class Size

- A. WHEN K-3 class exceeds 24 students, a 4-5 class exceeds 26 students, a 6-8 class exceeds 28, a 9-12 class exceeds 29 students, then class overload shall be reduced by doing one of the following: transferring students, hiring additional staff, or transferring or reassigning district personnel. A teacher may elect to waive class size limitation.
- B. The District and the Association shall schedule twice-a-year meetings not later than the beginning of the third week of the school year and the second week of the second semester for the specific purpose of overload review and recommended resolutions. The Superintendent/designee shall chair the meetings and have discretion in making the final decision. Participants will include designated Association representatives and designated district representatives to include school principals and affected educators. In advance of the meeting, each teacher with an overload situation will be invited to provide the employee input to the school principal on a proposed resolution and the educator will be paid to attend the meeting at their per diem rate IF the meeting is outside the work day.
- C. The above district-wide meetings do not preclude classroom specific discussions between teachers and principals, and the association and district through labor-management when such overloads occur between the scheduled meeting dates.
- D. If the above steps cannot resolve the class overload, the building administrator and teacher will mutually agree on implementing Step 1, 2 or 3 below.
 - 1. Hiring aides (one hour aide time per student over the maximum class size, for as long as the maximum class size is exceeded).
 - a. A PE class size overload, with a shared aide shall be calculated on a ratio of 25:1.
 - b. Overload for music groups (grades 6-12) over 50 shall receive a stipend of \$3.00 per extra student per day. Overload for music groups over 75 shall receive a stipend of \$6.00 per extra student per day.
 - 2. Giving an extra stipend of \$13.00 per extra student per day based on count day.
 - 3. Secondary (middle high school, grades 6-12) teachers who are in overload, and who are also above their maximum class size numbers (e.g., 140 at the middle and 145 at the high school) will receive one-half of the overload stipend for each student in overload to recognize the overload within the instructional period as well as the increase in workload beyond the full workload level.
- E. Within the first ten (10) days of the term, the district will inform all affected employees in class overload. Identified steps will be taken by the district to reduce, or compensate the teacher for the overload.

Elementary Combination Classrooms

The Building Administrator and Building Representative will meet and confer in a mutual effort to avoid or minimize combination classes. The Association retains the right to meet and confer on the issue with the District staff.

If a combination class is established, the teacher may choose between the following two options:

F.

1. A teacher assigned to a combination class will be given the option of two (2) on-site substitute release days per trimester or twenty-eight (28) hours of compensation at per diem to plan for the curriculum.
2. A teacher assigned to a combination class will have four (4) hours of paraprofessional time daily to support English Language Arts and Math instruction.
3. The class size will be reduced by three (3) students from the class size otherwise appropriate to the grade level. If the grade levels have different class size limitations per Section 3.12, the lower limitation will be used.
4. A teacher assigned to a combination class will be given a stipend equal to ten percent (10%) of the teacher's base salary on the salary allocation model.

OR

G.

1. A teacher assigned to a combination class will be given the option of two (2) on-site substitute release days per trimester or twenty-eight (28) hours of compensation at per diem to plan for the curriculum.
2. A teacher assigned to a combination class will have five (5) hours of paraprofessional time daily.

Section 3.13 Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the learning process, the following guidelines are set forth:

- A. All visitors shall obtain the approval of the principal/program manager or their designee, prior to entering a classroom. The principal/program manager will contact the employee regarding the pending visit and will respect and grant the request to postpone the visit if the timing would be disruptive to the activity taking place at the time. Visitors will be encouraged to contact the teacher to schedule the visit. This does not apply to classroom visits by District personnel.
- B. Either the employee or the visitor may request a conference before and/or after the visitation. The conference should be held if either party requests it.
- C. The principal of each school shall meet with the respective faculties to establish guidelines for the role of the employee and the visitor, so all will know what is expected during this activity. This information should be disseminated to the patron by the principal.

Section 3.14 Covering Classes

- A. When necessary, an employee may be requested by an administrator to cover a class period. The employee involved will be reimbursed at the employee's per diem rate. Every reasonable attempt shall be made to enlist the services of a substitute when the administrator is informed of an absence or when scheduled absences are initiated by the District.
- B. When any certificated employee loses a prep period, or periods to provide classroom coverage for an absent teacher when a substitute cannot be employed, the employee will be paid for the lost prep period at the employee's per diem rate.

For emergency coverage, teachers (including specialists) should only be used during their prep time. Should the administrator find it necessary to distribute the students among multiple classes, the teachers will proportionately share the per diem rate of the absent employee.

- C. Should the need arise to cover a prep period or periods at any level, the process outlined below will be followed in order:
 - 1. Certificated substitute
 - 2. Emergency substitute
 - 3. Certificated Teacher (in building)
 - 4. Qualified TOSA (Determined by building principal/program director)
 - 5. Building Administrators
 - 6. Distribution of students among multiple classes

Section 3.15 Curriculum Development

- A. Employees required to implement curriculum changes may participate in the development of that curriculum change.
- B. Employees retain the right to convey their ideas regarding the curriculum to the District.
- C. Workshops and/or in-service training programs initiated and established by administration with required attendance should be conducted at times so as to minimize disruption of the normal school program. Pay for curriculum work done outside the regular workday will be compensated at their per diem rate.
- D. The District shall provide and pay for in-service education courses whenever the District implements new programs which call for retraining on the part of the employee. District in-service courses that can be taken for either college or District clock hours shall be granted the equivalent number of quarter hour credits allowed by the college and/or university.

Section 3.16 Release Time

- A. Employees may be released from the classroom to participate in the following activities:
 - 1. Employees may visit other districts.
 - 2. Employees may attend conferences and other meetings aimed at the improvement of instruction.
 - 3. Employees may be released from their classroom duties in order to work on curriculum committees.

- B. Requests for released time may originate with the employee or any member of the administrative staff, or the Board. Such requests must be submitted to the building principal or designee. A substitute shall be provided at no cost to the employee for any released time during the school day. Staff must cover the cost of substitutes if they attend professional development classes not offered by the District.

Section 3.17 Student Discipline

- A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws (RCW 28A.600.020).
- B. The District will train employees on the behavioral referral system (such as SWIS), and will make discipline trend data accessible to all employees. The District shall support employees in using evidence-based inclusive strategies (e.g. MTSS, PBIS, restorative practices) to maintain a sound and equitable learning environment. If a student substantially disrupts the classroom environment, the employee, using professional judgement, shall use the building protocol to request assistance, and will provide written information/requests for assistance as required. It shall be the responsibility of the appropriate administrator to provide assistance in an immediate or timely fashion consistent with the circumstances.
- C. Employees are required by law to maintain a suitable environment for learning, and administrators have the responsibility for maintaining and facilitating the educational program. Every employee shall have the power and support of the Board and superintendent to hold every student to strict accountability in school for any disorderly or anti-social conduct. In carrying out this responsibility, employees and principals, or their designees, will discipline student(s) in accordance with Board Policy and age appropriate rules and regulations thereof. A reasonable attempt shall be made to notify parents or guardians prior to detention.
- D. Consistent with District discipline procedures, the principal will ensure building employees are knowledgeable of the discipline policies and procedures and certificated employees of each building shall confer at least annually for the purpose of developing, or reviewing, or both, building discipline standards and the uniform application of those policies and procedures. (WAC 392-400-110 (3)).
- E. A student may be removed immediately from a class, subject, or activity by a certificated teacher and sent to the building principal/program manager or other designated school authority provided the teacher has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or is an immediate and continuing threat of substantial disruption of the class, subject, activity or educational process of the student's school, according to Chapter 392-400 WAC as now or hereafter amended. The certificated teacher must follow the established protocol for having a student removed from a class or activity.
 - 1. When a student is returned to school following a suspension, the administrator or designee will follow the re-engagement protocol, in collaboration with the employee(s). The administrator or designee shall communicate the expectations if any upon the student returning.

2. When a student is excluded, the building principal/program manager or school authority shall notify the teacher who removed the student of the action which has been taken or initiated as soon as possible.
3. Should the student's parents/guardians regarding the classroom exclusion need to be notified, the principal or principal's designee and the teacher will agree as to who will notify the parents/guardians. so they may positively reinforce this expectation at home.

Section 3.18 Professional Learning Communities

- A. Each full-time employee K-12 (defined as certificated employees working more than 3.5 hours per day) will be provided Professional Learning Community time within the contracted workday, as long as state instructional hours are met. The purpose of the PLC is for teaching teams to work together to improve student learning within a PLC framework. Building administrators will collaborate with the staff to assure that the allocated time is used effectively for Professional Learning Communities. PLC shall self-direct their work based on the respective group needs after initial collaboration with the building principal to ensure the PLC adheres to the District's PLC framework/protocol. The District PLC framework will be shared and reviewed annually. Teams may be defined as two (2) or more certificated employees who have common or similar instructional assignments cross grade level or vertical planning teams.
- B. Both Elementary and Secondary PLCs will be 40 minutes each Wednesday with the exception of unexpected school closure(s), late start, the last day of school, or any unexpected interruption to our school day.
- C. A Professional Learning Community (PLC) Team may request clock hour approval if the team undertakes an initiative that meets the criteria of 181-85-200 WAC, i.e.:
 - a. The objectives of the in-service program—i.e., intended outcomes—shall be written for each in-service education program.
 - b. The content of the in-service education program shall be set forth in a program agenda which shall specify the topics to be covered, the days and times of each presentation, and the names and short description of qualifications of each instructor—e.g., degrees and current professional position.
 - c. All in-service education instructors shall have academic and/or professional experience which specifically qualifies them to conduct the in-service education program—e.g., a person with expertise in a particular subject, field, or occupation.
 - d. Program materials, including the program agenda, prepared, designed, or selected for the in-service education program shall be available to all attendees.
 - e. Activities must relate to opportunities for participants to collect and analyze evidence related to student learning; professional certificate standards; school and district improvement efforts; K-12 frameworks and curriculum alignment; research-based instructional strategies and assessment practices; content of current or anticipated assignment; advocacy for students and leadership, supervision, mentoring/coaching; and/or building a collaborative learning community.
 - f. The in-service education program shall be evaluated by the participants to determine:
 - g. The extent to which the written objectives have been met;
 - h. Participant perception of relevance and quality of the offering;
 - i. The extent to which activities identified in subsection (5) of this section, addressed by the in-service program, have been met; and
 - j. Suggestions for improving the in-service education program if repeated.

- D. The clock hour request must be submitted on the form provided in Appendix P to the school principal who, if in agreement with the request, will forward the request to the District. If in agreement, the District will forward the request to the ESD for final review and approval.

Section 3.19 Technology

The district will make every effort to maintain, update, and replace district technology subject to passage of the technology levy. In addition, the district will keep staff current on the use of technology through staff development and/or training.

Section 3.20 Special Education

The Association and the District agree to the following district caseload averages for special education:

Learning Support

Resource Room (K- 5)	Twenty-five (25)
Resource Room (6-12)	Twenty-five (25)

Specialized Learning Support

Comprehensive Support (6-12)	Sixteen (16)
IAC (K-5)	Twelve (12)
IAC (6-12)	Sixteen (16)
SLC (K-5)	Ten (10)
SLC (6-12)	Sixteen (16)

Adaptive Classrooms

Life Skills (K-5)	Eight (8)
Life Skills (6-12)	Ten (10)
WATP	Twelve (12)

Early Childhood

Twelve (12) per session

Related Services

SLP	Forty-five (45)
OT/PT	Forty-five (45) (.5 for consult only)

School Psychologist

One (1) FTE person nine-hundred (900)

- B. Special education teacher overload pay is \$70 a month per student on count date. SLP/OT/PT overload pay is \$30 per month per student on count date. Psychologist overload pay is \$100 per month for every 100 students (FTE) over population limit on count date.
- C. The Association and District agree that overload relief may include caseload rebalancing, substitute relief time for added workload (approved by building principal), additional paraeducator support, or additional per diem time for increased IEP development. For SLP and OT, overload relief may include the addition of Certified Occupational Therapy Assistant or Speech Language Pathologist Assistant support.

Section 3.21 Partnerships for Closing the Opportunity Gap

The Association and the District will continue to strive for a relationship that is focused on providing the best possible learning environment for students. The organizational structures described below will help to advance collaboration as we work toward this goal. All Certificated staff are part of the process. The principles and beliefs set forth in the Preamble of this contract will guide the work of the committee.

A. Organizational Structure

The organizational structure for effective collaboration between the District and the Association consists of:

1. The Labor-Management Committee
2. Building Leadership Teams
3. Building Equity Teams

B. The Labor-Management Committee

The Labor-Management Committee will be a problem-solving forum for discussing issues rather than hearing individual cases. It will focus on general contract administration and interpretation, including grievance trends, backlogs and the administration of labor relations work.

The Committee will include the Association President and Association members appointed by the President, and the Assistant Superintendent of Human Resources and District staff appointed by the Assistant Superintendent of Human Resources. The President of the Association and the Assistant Superintendent of Human Resources will determine the agenda for these meetings.

C. Building Leadership Teams

For purposes of collaborative site-based decision making, each building will establish its own committee structure. One staff meeting per month will be set aside for the purpose of collaborative structures as determined by the building administrator. Building Leadership Teams will determine a decision-making process that meets the needs of the school. The collaborative decision-making process will be communicated to the entire staff. Requested work performed outside the work day will be compensated at the per diem rate with approval by the building administrator.

The primary function of a Building Leadership Team is to promote and facilitate the collaborative decision-making process which affects academic achievement and to identify how to support the needs of students and staff in buildings. The more specific responsibilities of the Building Leadership Team are to oversee the facilitation and development of:

1. School Improvement Plan (SIP) to ensure equity in discipline, learning, and opportunity for all students.
2. A school-wide professional development plan that reflects equity and inclusion commitments and supports the SIP.
3. Schools will also make an effort to provide an opportunity for itinerant staff to participate in decisions impacting them, as appropriate.
4. The Building Leadership Team shall consider input from parent/family members, students, and community members as appropriate.

D. Building Equity Team:

For purposes of engaging in intentional efforts to identify disparities that create opportunity gaps, and taking action to eliminate the achievement gap; eliminating disproportionate discipline; promoting stronger relationships between schools, their staff, parents, and students; and supporting student learning, each building will establish its own Equity Team which meets during staff meeting time once per month. Requested work performed outside the work day will be compensated at the per diem rate with approval by the building administrator.

1. The work of the Equity Team may be combined with other school or program committees.
 2. The responsibilities of the Equity Team are to:
 - a. Support the analysis of individual, institutional, and structural racism and bias that is contributing to school wide disproportionality.
 - b. Support the implementation of inclusive practices to ensure equitable outcomes for students with special needs.
 - c. Review the District's recommendations on best practices and recommended initiatives.
 - d. Review school data on disproportionality in discipline and other areas.
 - e. Create and lead discussions on how to reduce disproportionality in educationally supportive ways.
 - f. Facilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race.
 - g. Work with the BLT on the SIP, and professional development plan to incorporate strategies to reduce disproportionality and inequity.
 - h. Collaborate with the BLT, to facilitate a review of the SIP as it pertains to eliminating the opportunity gap.
 - i. Participate in and coordinate with District level efforts to address disproportionality and inequity.
- E. The District will work in collaboration with the Association to seek and employ a consultant to support the district Equity, Inclusion and Diversity committee and Building Equity teams to create a plan of action to be implemented in 2021-22. The District will convene all Equity Teams at least twice per school year for training and collaboration with this consultant.
- F. All certificated staff will attend district provided diversity, equity, and inclusion training.

Section 3.22 Substitute for Principal

- A. Employees who wish to substitute for the principal should make their desires known to the principal. The principal retains the right to select the substitute and employees have the right to refuse to substitute.
- B. The employee shall receive a stipend of \$50 per day for each full day of substituting for the principal as designee. The stipend shall be in addition to the employee's usual daily rate. A substitute will be provided for the teacher serving as the principal designee.

Section 4 Compensation

Section 4.1 Salaries

Employees will be compensated per the negotiated salary schedule, Appendix M (which includes Base Salary, Optional Days, Responsibility "R").

Section 4.2 Responsibility "R" Compensation

- A. Each employee may sign a Responsibility "R" contract at the beginning of the school year. The Responsibility will obligate the employee to participate in additional responsibilities during the school year. In return, the employee will receive an amount of 7.72% of their base salary plus the state funded days (183 days) for the 2020-21 school year and 8% of their base salary plus the state funded days (184 days) for the 2021-22 school year as agreed for the duration of the contract. This amount may be used, at the employee's discretion, for professional growth and development.

Section 4.3 Per Diem Days/Professional Development Days

- A. State-Funded - The district will provide three (3) days or twenty-one (21) hours of mandatory state funded professional development days in August, prior to the start of the 2020-2021 school year and four (4) days or twenty-eight (28) hours in the 2021-2022 school year. The District will establish dates for the required state-funded days not later than October 1 for the duration of the school year. These state funded days are part of the regular salary schedule contract, a timecard will not be necessary. A sign-in process will be required to receive clock hours. Upon a state funding deficit regarding professional development days, the District and the Association will utilize the reopener clause to ensure there is no loss of base compensation to members.
- B. District-Funded - The district will provide two (2) days or fourteen (14) hours of optional compensation. One (1) day or 7 (seven) hours will be for district provided professional development. The second district-funded day, or remaining seven (7) hours, will be used for technology training. For payment verification, members will submit a timecard for both district-funded, optional days. If there is a loss of state-funded professional development days, district-funded optional days may be used to offset the loss of state-funded professional development days.

Section 4.4 Payday

- A. Paydays shall be the last business day of the month. Pay will be by direct deposit.
- B. Errors in salary amount which result in under or over payment must be corrected as soon as possible. It is the mutual responsibility of the employee and the District to rectify errors.

Section 4.5 Salary Schedule Advancement

- A. Verification for placement on the salary schedule shall be by official transcript kept on file in the district office. All employees shall provide the district office with official transcripts of college credits completed. In determining an educator's position on the salary schedule, the District shall use the largest educational increment step for which the employee qualifies at the B.A. or M.A. level. An employee shall be placed on the next higher step on the salary schedule when employed during the preceding school year for the annual number of hours the position is authorized. Provided the employee is on paid status for the full year.
- B. Employees will be placed on the salary schedule consistent with the highest allowable level. For the purposes of salary placement, the District shall recognize all previous years of certificated experience at any accredited public or private school. Employees with ESA certification and with prior related non-school experience shall be credited year-for-year for such experience, subject to the following limitations.
 - 1. Experience for occupational therapists, physical therapists, speech-language pathologists, audiologists is limited to positions under the same job title and for which the employee held the corresponding licensure or comparable credentials.
 - 2. Experience for counselors, psychologists and social workers is limited to positions requiring the same or similar duties for the job title as defined under RCW Title 18 and for which the employee held the corresponding licensure or ESA certification.
- C. Certificated personnel shall receive one credit for each ten (10) clock hours of:
 - 1. In-service training attended;
 - 2. Continuing education earned, or;
 - 3. Each forty (40) clock hours of participation in an internship with a business, an industry, or government, as an internship, the equivalent of a one (1) credit college quarter course on the salary schedule.
- D. Employees who submit credit and or clock hour forms by September 30th of the school year, shall be placed on the salary schedule consistent with the highest allowable level for the current school year retroactive to September of that year.
- E. Should an employee submit credit and or clock hours forms by September 30th of the school year and through no fault of their own, not be placed on the salary schedule at the highest allowable level, the District will correct the error. Correction of the error will include any and all adjustments in pay and credits and or clock hours updated to reflect employee's total credits and or clock hours.
- F. Salary Maximum Movement - Certificated staff members frozen at the MA+90 will receive a stipend of 5% of the MA+90, Step 0 salary once every three years upon completion of ten (10) credits, and certificated staff members frozen at the BA+90 will receive a stipend of 5% once every three years upon completion of ten (10) credits. (Appendix I). The ten (10) credits must be earned by September 30 of the school year that payment is requested. The three (3) years of experience must be earned by August 31 of the previous school year. The District's maximum obligation for this section is \$15,000 per year for each salary base. In the event that earned stipends would exceed that amount, eligible employees will receive prorated stipends and would retain their eligibility and earn pro-rated stipends from year to year until receiving the full stipend amount.

G. Note: Master's Fix credits may not be applied to the fifteen (15) credits.

H. Co-curricular Salary: See Exhibit B

Section 4.6 Fringe Medical, Dental, and Vision Benefits and SEBB

- A. In accordance with RCW 28A.400.280, the District will offer to eligible employees all benefits offered by the school employees benefits board (SEBB) administered by the Washington State Health Care Authority (HCA). The District will pay the employer contributions to the HCA for SEBB insurance coverage for all eligible employees and their dependents as mandated by State law and the rules promulgated by the HCA.
- B. Leave information is available in the Leave and Benefit Manual, on our district website under the HR Blog as well as employees can contact district benefit experts at the district office.

Section 4.7 Supplemental Contracts

- A. There shall be a supplemental contract for District specified co-curricular and supplemental assignments requiring teacher certification. Co-curricular, special, and supplemental assignments, and extended day contracts are for one (1) year and shall be in accordance with current statutory provisions.
- B. Building Leadership Teams
The Building Leadership Team for each building shall consist of at least:
 - 1. The principal, and
 - 2. Secondary: One teacher from every department. Ensure there is equal representation by including counselors and specialists (library, art, music, PE)
 - 3. Elementary: One teacher from every grade level and ensure equal representation by including counselors and specialists (library, art, music, P.E).
 - 4. One staff meeting per month will be dedicated to the BLT to meet. Certificated staff will be paid at their respective per diem rate for requested work performed outside the work day.
 - 5. To the extent possible, the Building Leadership Team will reflect the racial and ethnic diversity of the school staff and school community. The Building Leadership Team must be selected by a process that is supported by the certificated staff at the school in collaboration with the building principal. The structure of the BLT will be reviewed with the staff each year. The documents created will be provided to the Association with a copy forwarded to the Assistant Superintendent for Human Resources.
 - 6. The following criteria will be considered by members when selecting Building Leadership Team members from their respective departments/grade level:
 - a. Leadership skills
 - b. Communication skills
 - c. Organization skills
 - d. Curriculum knowledge
 - e. Team facilitation skills
 - 7. Club Advisor Guidelines
 - a. Promote leadership, citizenship, and character development through guidance of group activities.
 - b. Oversee the budget and money making activities, and keep financial records for the club or class.

- c. Be present at club/class functions and advisor meetings.
 - d. If appropriate, oversee membership selection, notification, and induction of club members.
 - e. Advisors will follow building guidelines for the supervision of their class/clubs as set by the administration of their respective school.
- C. By the end of the school year those designated as club advisors will be notified in writing that the Positions:
 - 1. Definitely will be funded.
 - 2. That a decision on funding has not been made.
 - 3. Definitely will not be funded.
- D. By the end of the school year employees provided extended day contracts will be notified in writing that these extended day contracts:
 - 1. Definitely will be funded
 - 2. That a decision on funding has not been made
 - 3. Definitely will not be funded
- E. The District will provide an extended day contract of two (2) days to all full-time middle school counselors and six (6) days to all full-time high school counselors to be paid by timecard at their respective per diem rate.
- F. The District will provide an extended day contract of three (3) days for full-time secondary Educational Psychologists to be paid by timecard at their respective per diem rate. School psychologists who are less than full time at the secondary level will have their days prorated.
- G. Counselors who are employed at less than 1.0 FTE will be provided extended day contracts that match their respective FTE.

Section 4.8 Payment of Supplemental Contracts

- A. Members of the staff involved in paid extra-curricular activities have the following options in terms of payment of extra-curricular stipends:
 - 1. Payment in full, in one lump sum at the end of the activity.
 - 2. Payment in equal portions over the months the activity is conducted.
 - 3. Payment in equal portions over the months that the activity is conducted and the career remaining months of the school year.
- B. Members shall make known in writing to the office of the superintendent which option they prefer.

Section 4.9 Career Supplemental Stipends

- A. An employee with twenty-five (25) years of experience, and twenty (20) years as a Washougal School District employee is eligible to earn a stipend(s) for additional days as determined by the District. The additional days will be compensated at per diem rate not to exceed \$3,000/employee/career. Application for a stipend must be submitted no later than the end of the first week after Winter Break. The District's funding obligation will not exceed \$15,000/year and will be granted pro-rated funding if more than five (5) people apply in any one-year.

- B. Employees who submit notice of resignation or retirement by February 1 will automatically receive a \$1000 stipend. Written notification of intent to retire must be submitted to the District's Human Resources department by February 1.

Section 4.10 Extended Learning

Teachers shall be compensated at per diem rate for extended learning instruction. The extended learning will be decided by the site team.

Section 4.11 National Board Certification

The District will provide two (2) hours of video support. Employees will also be granted up to three (3) release days to complete projects and requirements. The cost of substitutes shall be covered by the District.

Section 5 Leaves

Section 5.1 Leave Provisions - With Pay

Employees claiming benefits of sick leave, court subpoena, bereavement, or emergency leave, shall submit to the superintendent/designee a statement of the cause of such absence within three (3) days of return to service. Forms shall be provided by the District for this purpose.

Section 5.2 Personal Leave

- A. It is recognized that occasionally employees have a need to conduct personal affairs that do not fall under the emergency definition but which require them to be absent during the work day.
- B. The District will grant up to two (2) days of personal leave for each employee under this criteria provided that the employee applies at least two days in advance of the request for leave. Notices of less than two (2) days will be granted provided a substitute is available. No more than twelve (12) educators may use personal leave on any one day. This leave shall not apply to the first five (5) days of school or last five (5) days of school. Employees are able to extend winter or spring breaks.
- C. Employees may accumulate up to five (5) days of personal leave per year. Recognizing that optimum learning takes place with the regular teacher working with the students, an incentive is provided for the redemption of unused personal leave.
- D. Up to two (2) days of unused personal leave per year may be redeemed at the per diem rate provided the employee still has at least two (2) unused personal leave days remaining. The leave days must be redeemed at the end of the school year.
- E. Upon separation from the district, all Personal Leave will be cashed out at a one-to-one (1:1) ratio at the employee per diem rate.

Section 5.3 Sick Leave (Paid Leave For Illness, Injury, Emergency, And Family Care.)

- A. At the beginning of each school year, each full-time employee shall be credited with sick leave in the amount of twelve (12) days with full pay. Part-time employees shall be granted sick leave at the ratio of days employed to 180 days. Sick leave shall be cumulative each year.
- B. In order to qualify for sick leave, the educator should notify the immediate supervisor of the employee's intended absence at least one (1) hour before the start of the workday unless illness is precipitated during the employee's working hours. A medical provider's notice may be required after five (5) consecutive days of absence.
- C. Sick leave may be taken in the case of emergencies as defined in the following:
- D. The problem must be of a serious nature such that pre-planning is not possible, or where pre-planning could not relieve the necessity for the employee's absence (fire, robbery, natural disaster, family illness, family injury, childbirth, etc.)

- E. When school is in session, weather conditions (which could be considered as hazardous travel to and from school) shall be considered as a valid reason for emergency leave. The determination of hazardous travel will be up to the staff member.
- F. An employee who has exhausted all sick leave but is unable to return to duty because of personal illness or other disability may, upon request, be granted leave of absence without pay. The procedure for such leave shall be as described under Leave of Absence. Any employee who has been granted leave may return to duty during the period of leave after giving ten (10) days notice to the Superintendent and with written permission of the employee's personal physician.

Section 5.4 Sick Leave Buy-Back

- A. Employees may cash in unused sick leave days above an accumulation of sixty (60) at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.
- B. At the time of separation from District employment due to resignation, retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days' accrued sick leave for illness or injury. Subject to the eligibility specified in statute (RCW 28A.404.210 and 212).

Section 5.5 Sick Leave Sharing

- A. Employees are granted the right to donate sick leave to come to the aid of another employee according to the provisions provided for sick leave with pay once that employee has exhausted all sick leave (due to extraordinary or severe nature, RCW 28A.400.380) and is likely to take leave without pay.
- B. An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another employee as specified above.
- C. An employee cannot donate sick leave days that would result in the employee's sick leave account going below twenty-two (22) days.
- D. While an employee is using leave transferred under this provision, the employee shall receive the same treatment in respect to salary, and employee benefits as a regular employee.
- E. Under this provision an employee may draw up to ninety (90) days. Extensions could be granted on a case-by-case basis with approval by the Association

Section 5.6 Bereavement Leave

- A. Up to five (5) days absence with pay may be allowed per year for personal bereavement occasioned by death in the immediate, step, or foster family of the employee and/or employee's spouse. Immediate, step, or foster family shall include mother, father, brother, sister, wife, husband, son, daughter, grandfather, grandmother, grandchild, aunt, or uncle.
- B. One day may be used for extended family (nieces, nephews, or in-laws of one's own family). Unused bereavement leave shall not be cumulative from year to year.

Section 5.7 Court Subpoena - Jury Duty

- A. Leave of absence will be granted when an employee is subpoenaed to appear in an official proceeding, if such proceeding does not involve self-employment, other employment, or other employer, or does not concern the employee's personal affairs.
- B. No deductions shall be made from the employee's salary or benefits package for such leaves of absence.

Section 5.8 Civic Leave

- A. Whenever a certificated employee's civic responsibility entails an absence from the classroom for charitable or humane causes, substitute pay only shall be deducted. This shall not include religious or public office duties.
- B. Application for civic leave will be presented directly to the superintendent on an individual basis for consideration. Extended leave of more than two (2) working days will be granted upon approval by the Board.

Section 5.9 Family Leave

- A. The District will comply with all provisions of the Washington Paid Family and Medical Leave Law (PFML), the Federal Family Medical Leave Act.
- B. Leave information is available in the Leave and Benefit Manual, on our district website under the HR Blog as well as employees can contact district benefit experts at the district office.
- C. Absence for reasons of maternity shall be granted in accordance with the State of Washington Human Rights Commission requirement for maternity leave (See WAC 162-30-020). Maternity leave will be treated as any other temporary disability. Leave may be extended by donation of additional sick leave from another employee who is eligible to donate sick leave days.
- D. The Association agrees with the District that a Maternity/Paternity Leave Handbook shall specify Washougal School District practices with regards to insurance, leave, compensation, and the impact of state and federal leave laws.

Section 5.10 Leave Provisions - Without Pay

A. Leave of Absence Procedure for District Educators

1. All educators in the District shall be entitled to apply for a leave of absence without pay, for the following reasons, listed in their general order of importance and consideration:
 - a. Health and recuperation
 - b. Full-time student
 - c. Work in related field or job
 - d. Extended travel
 - e. Rest
 - f. Personal (including child rearing)
2. The Board shall weigh carefully the needs and advantage of granting the leave to the educator against the cost to the students of a break in their education resulting from having a substitute employee and in some cases the cost in dollars to the District. An adequate replacement must be available in order for the Board to consider granting the leave. To grant a leave of absence shall be at the sole discretion of the Board.
3. Provisions
 - a. The duration of the leave would be on the basis of individual need and will be stated on the written application. Leave will be granted for a duration of one year or less, and would expire at the date agreed upon. Upon returning from a one year leave, teachers will be placed in their previous position provided that the position exists.
 - b. Should the educator on leave feel an extension in the duration of the employee's leave would be beneficial, the Board could grant it. The procedure of filing for an extension would be the same as for applying for the initial leave of absence. The educator requesting the leave will receive no salary for the period of the employee's absence, but will retain the employee's position on the salary schedule in educational increments and teaching experience. If during the leave the educator gains additional (a) educational experience and/or (b) teaching experience, then the employee will advance on the salary schedule accordingly.
 - c. While on leave, the educator's accumulated sick leave, retirement, and other benefits will be frozen as of the beginning of such leave.
4. Procedures
 - a. Applications shall be submitted to the superintendent or designee. Applications for leave along with the recommendation of the superintendent shall be forwarded to the Board within two weeks of receipt.
 - b. Leaves that extend for more than twenty (20) school days shall be applied for prior to April 15 of the school year preceding the school year in which the requested leave is to occur. The Board will inform the applicant in writing of its decision.
 - c. Employees on annual leave will give written notice to the superintendent of their intent to accept a position by April 15. Failure to return the contract by the agreed upon date will constitute resignation.
 - d. Those educators applying for leave who also hold supplemental contracts shall make their request in regard to the supplemental contract at the same time as their regular contract. The Board will consider the regular contract and the supplementary contract separately but at the same time, and the written decision of the Board shall cover both contracts.

- e. Educators who comply with these provisions shall be replaced by a temporary employee and shall be offered a basic contract in conformity to the R.I.F. Policy. Supplemental contracts may be offered at the discretion of the Board.

B. Adoption Leave

An educator legally adopting a child shall notify the District of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment. Adoption leave may be granted for a reasonable period of time not to exceed one (1) year and to begin no sooner than five (5) days prior to receiving the child. An educator returning from adoption leave shall be placed in the position last held or in a similar position in the District.

C. Association Leave

Association leave shall be available as needed with no more than ten (10) Association members out on leave per day (exceptions will be considered) subject to substitute availability. Twenty-four (24) hours notice is required (exceptions considered). Leave shall not normally be in excess of three (3) consecutive days, however, up to five (5) Association members will be allowed to attend the WEA-RA convention within the school year, and, up to five representatives will be allowed to attend the NEA-RA convention between June 15 and the end of the school year. The Association will reimburse the District for the cost of the substitutes.

Section 6 Certificated Evaluation

Section 6.1 General

Certificated classroom employees and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth in this section.

A. Provisional Employees

1. A teacher shall be considered a provisional employee and be subject to nonrenewal of the employee's employment contract as provided in statute RCW 28A.405.220 for the first three (3) years of employment.
2. An employee who has received an evaluation rating below level 2 on the four-level rating system during the third year of employment shall remain subject to the nonrenewal of their employment contract as provided in RCW 28A.405.220 until the employee receives a level 2 rating.
3. The superintendent may make a decision to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment.
4. If the teacher has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, the employee shall be subject to nonrenewal of their employment contract as provided in RCW 28A.405.220 during the first year of employment with the District.

B. Probation

1. At any time after October 15, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiency and given a reasonable program of improvement. A probationary period of sixty (60) days shall be established. Days may be added as long as the probationary period does not exceed May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2.
2. A classroom teacher's work is not judged satisfactory if the teacher is rated at: Level 1, or Level 2 if the teacher is a continuing contract employee with more than five (5) years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
3. An ESA's work is not judged satisfactory if the ESA receives an overall rating of unsatisfactory.
4. Prior to placement on probation the employee shall be informed that probation is a likely action and shall be given a period of up to thirty (30) calendar days to address performance concerns in an attempt to avoid probation.
5. A teacher who is placed on probation shall receive notification and information in accordance with RCW 28A.405.220 and shall be provided with a full copy of the statutory process and procedure at the time of being placed on probation. The teacher shall have a right to have a representative present during the meeting in which the teacher is informed that they are being placed on probation.

6. A teacher placed on probation may request an additional certificated employee evaluator become part of the probationary process in accordance with RCW 28A.405.100, Section 4(b). The District must grant such request and, unless an evaluator is otherwise agreed to, the additional evaluator shall be identified through the ESD as provided in the referenced statute.

C. Response and Appeal Rights

1. All teachers have the right to attach a rebuttal to a performance evaluation containing less than satisfactory assessments/comments from the evaluator. Such rebuttal shall become a permanent part of the evaluation and shall be placed in the personnel file.
2. Non-Provisional teachers have a right to appeal a non-renewal based on performance through the statutory hearing process. Non-Provisional and Provisional teachers shall utilize the grievance procedures contained in the Agreement if the teacher(s) believes the District has not adhered to the procedures set forth in this section.

Section 6.2 Evaluation

A. Responsibility of Evaluation:

1. Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one (1) school shall be evaluated by the principal of each school. The administrative organizational plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process.
2. Prior to the beginning of the evaluation process, the administrator of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.

B. Evaluation Criteria:

1. All employees shall be evaluated in accordance with the criteria set forth in this Agreement.
2. Evaluations required or permitted here under shall be documented on the evaluation report form attached to this Agreement as (Appendix E).

C. Required Observation

1. During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of the employee's assigned duties.
2. Total observation time for each employee for each school year shall not be less than sixty (60) minutes.
3. All employees newly employed by the District shall be observed for a period of at least once for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.
4. Employees in the third year of provisional status will be observed at least three (3) times in the performance of their duties. The total observation time for the school year must not be less than ninety (90) minutes.
5. The annual summative evaluation report shall be delivered to the teacher on or before June 1st of the school year. In extenuating circumstances (e.g., employee or supervisor absence), the June 1 date may be extended by mutual agreement.
6. Evaluations that may result in non-renewal must be delivered prior to May 15th to meet the statutory date for notification of non-renewal.

7. If an employee resigns during the school year, a final evaluation shall be completed within thirty (30) days of resignation upon the request of the employee.

D. Additional Observations

In addition to the required observations described above, the following are other times when observations may take place:

1. Administrators working with students
2. Administrators team teaching or demonstration teaching
3. Drop-in visitations
4. Participation in classroom activities
5. Formal and/or informal classroom observations
6. Employees and administrators are encouraged to identify other strategies for the administrative involvement in the educational process.

E. Evaluation Procedures

1. Prior to the required formal observation, the evaluator and the evaluatee shall meet to mutually understand the intent of the evaluation and goals and objectives of the evaluatee to be observed during the evaluation.
2. Following each observation, the principal shall promptly document the results using the Post Conference lesson notes and summary (Appendix E). The principal shall promptly meet with the employee to discuss the observation and at that time shall provide the employee with a copy of the Post Conference Lesson Notes and Summary (Appendix E). If it is not possible to arrange a timely meeting between the principal and the employee, the principal shall provide a copy of the Post Conference Lesson Notes and Summary (Appendix E) to the employee until the meeting can be arranged.
3. Following the required series of observations, the principal shall complete the summary evaluation report (Appendix E). The employee shall be provided a copy of the Summary Evaluation Report (Appendix E) within three (3) days after such a report is prepared.
4. Following the completion of each summary evaluation report required under this section, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.
5. The employee shall sign the District's copy of the summary evaluation report to indicate that the employee has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. If the employee chooses, they may attach a rebuttal to the evaluation.
6. Each summary evaluation report above, shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under this section shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary. If the supervisor elects to include the evaluation in the personnel file, the employee shall receive a copy of the evaluation.

7. In the event that any summary evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such a plan, consideration should be given to utilizing the services of available supervisory resource persons to observe employee's performance and make recommendations for improvement. (If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor shall prepare and deliver such improvement plan to the employee.)

Section 6.3 Classroom Teacher Evaluation

Evaluation of classroom teachers will be based upon the framework and criteria set forth in the Center for Educational Leadership, CEL 5, Dimensions-of-Learning. Educational Staff Associates will continue to be evaluated based on existing contract provisions as set forth in this section.

A. Training:

1. Classroom teachers will receive in-depth, initial training in the provisions of RCW 28A.405.100 upon entry into the school system. Refresher training will be provided at the beginning of each school year.
2. Administrators shall receive professional development in the evaluation process as required by RCW 28A.405.120.

B. Forms and Tools:

1. Evaluation forms are in the appendices to this Agreement.
2. The eVAL web-based technology tool will be used for the self-assessment and growth goals.
3. Administrators will use eVAL to document assigned criterion scores and prepare the summary evaluation report to be shared with teachers.
4. The CEL 5 Possible Teacher Observables and Possible Student Observables is available to assist teachers and evaluators in the collection of artifacts and observation evidence.
5. The evidence collection is a sampling of data to inform the decision about level of performance. Evidence/artifacts should be gathered from the normal course of teaching and learning.
6. The teacher and administrator will have ongoing collaboration regarding the evidence collected.

C. Self-Assessment, Professional Growth, Student Growth Goals and Artifacts:

1. Classroom teachers will use the eVAL to complete a self-assessment in the fall, establish a professional growth goal or goals based on the instructional framework, and create student growth data as required by statute. Teachers will make the items viewable to their evaluator prior to the pre-observation conference.
2. Teachers should upload artifacts to be used as evidence of level of performance. The district recognizes that some artifacts may need to be submitted in an alternate format as agreed to between the teacher and the administrator.
3. Both the teacher and the administrator shall contribute evidence to the overall assessment of professional performance.

D. Observation and Inquiry Cycle:

1. Teachers on the comprehensive evaluation will participate in two observation/inquiry cycles. The process will include a self-assessment/goal setting conference in the fall, two observation cycles including a pre-observation conference, an observation, and a post-observation conference. The nature of the observation/inquiry cycles is formative. During the post-observation conference teachers are encouraged to share artifacts.
2. During the post-observation conference, the administrator and teacher shall examine the observation report and artifacts in relation to the current level of practice. The evaluator will assign indicator scores and overall criterion scores based on the analysis of the evidence.
3. Teachers participating in a focused evaluation will be observed as specified in WAC 392-191 and 392-191A. Regardless of the criterion selected, the process is the same as for a comprehensive evaluation. The teacher will select one of the eight criterion and associated student growth measures. The selected criterion must be approved by the administrator per WAC 292-191A-120(2).
4. Teachers will receive rubric scores for the student growth rubric rows. Student growth data will be determined collaboratively by the classroom teacher and the administrator. Student growth data occurs between two points in time. While there is no student growth impact rating that is calculated for the final summative score, a rating of “1” on any student growth rubric row triggers a student growth inquiry.

E. Summative Evaluation Report

1. The Summative Evaluation report is a formal and official summary evaluation based on a series of documented observations and other performance data generated through the normal supervisory process. This report should reflect the previous discussions recorded on the appropriate forms. It is signed by both the employee and the administrator. A copy will be provided to the employee. A signature does not denote concurrence.
2. Each Summative Evaluation Report shall be forwarded to the Human Resource Department for filing in the employee’s personnel file. The employee will have the right to include a rebuttal statement for the record. Such supplementary statements will be submitted to the Human Resources Department within twenty (20) working days of the final evaluation conference, with a copy to be transmitted to the administrator.

F. Criterion Scoring

1. The District and the Association both hold a strong belief in the “shared responsibility for evidence gathering and analysis. Criterion scoring will be based on analysis of evidence. Scoring will not be based upon an average of scores, scoring band, or mathematical formula except as otherwise prescribed by the Office of Superintendent of Public Instruction.
2. Administrators will receive professional development related to scoring and work within their professional learning communities to develop consistency in scoring.

Section 6.4 Evaluation Criteria - Support Personnel

The following criteria will be used in the evaluation of certificated support personnel: including School Psychologist, Counselor, Occupational Therapist, Physical Therapist, Social Worker, or Speech Language Pathologist/Audiologist.

A. Knowledge and Scholarship in Special Field

1. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals

2. Relates and applies knowledge, research findings, and theory deriving from the employee's discipline to the development of a program of services
 3. Meets the requirements of the position as set by District/building expectations.
- B. Specialized Skills
1. Designs and conducts a program providing specific and unique services within the employee's discipline
 2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student in order to:
 - a. Help student integrate and assimilate data,
 - b. Help others involved with the student interpret and use data appropriately and accurately,
 - c. Help other specialists by providing case study materials.
 3. Demonstrates ability to assist teachers and administrators with integrating specialized information into the regular curricular program.
 4. Develops goals and objectives, which will facilitate the implementation of programs and services.
- C. Management of Special Technical Environment
1. Selects or recommends testing and non-testing devices, materials and equipment appropriate to student needs.
 2. Creates an environment, which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local District policies.
- D. The Support Personnel as a Professional
1. Demonstrates awareness of the law as it relates to the employee's area of specialization.
 2. Demonstrates commitment to professional activities by:
 - a. Attending local, regional or state professional meetings.
 3. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.
- E. Involvement in Assisting Pupils, Parents, and Professional Personnel
1. Consults with other staff, school principals, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs.
 2. Plans and develops a program to serve the preventative and developmental needs of the school population and the special needs of some students.
 3. Interprets characteristics and needs of students to parents, staff, and community in-group and individual settings via oral and written communication.

Section 7 Staff Reduction and Re-employment Agreement (Layoff and Recall)

Section 7.1 - Procedures for Staff Reduction

In the event the Board adopts a reduced educational program, (those teachers and other certificated employees who will be retained to implement the District's reduced or modified program will be identified by using the procedures outlined in this section. Categorically funded programs will be continued if it is determined by the District to be to the benefit of the educational program.

- A. **Determination of Vacant Positions:** The District will determine, as accurately as possible, the total number of certificated staff members known as of May 1 to be leaving the District for reasons of retirement, family transfer, normal resignation, 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.
 - 1. Vacant positions will be filled by reassigning or transferring currently employed staff members within the District unless for reasons of certification, training and/or experience, no qualified person is available.
- B. **Leave of Absence:** Staff members with at least one (1) year of experience shall be invited to apply for one (1) year leave of absence without pay prior to termination of any certificated employee. Approved leaves of absence will be governed by the provisions of the leave of absence provision.
- C. **Programs:** Retention of staff will occur within the following programs:
 - 1. Elementary and middle school teachers, K-8 endorsed, who possess a Washington State teaching certificate.
 - 2. Secondary classroom teachers, 6-12, who possess secondary endorsements in a content area in accordance with WAC 181-82, and who possess a Washington State teaching certificate.
 - 3. Other certified positions:
 - a. Specialists by field of specialty (e.g. art, music, physical education, reading, intervention etc.)
 - b. Special education by field of specialty
 - c. Vocational teacher
 - d. Psychologist
 - e. Elementary counselor/social worker
 - f. Secondary counselor/social worker
 - g. Library/media
 - h. Other ESA personnel (e.g. SLP, OT, PT etc.)
 - 4. Certified employees holding positions within programs that are funded with categorical monies, shall be retained according to federal and state requirements for said position(s).
- D. **Placement in Programs:**
 - 1. To qualify for placement in any program, the certified employee must:
 - a. Have an applicable Washington State teaching certificate, and
 - b. Possess the endorsement specified in WAC 181-82 required by the position, or
 - c. Have had a minimum of one (1) year of professional experience of at least two (2) periods in each additional category or specialty.

2. Each certificated staff member will be considered first for retention in the program in which the position is held at the time of the implementation of these procedures.
 3. If not selected in a program in which the employee is currently teaching, staff members shall also be considered for retention in such additional programs for which the staff member is qualified according to Section 7.1 D-1.
 4. The District will list, by seniority, (defined as FTE years of Washington State teaching experience) those staff members qualified in each designated program. The staff members will have an opportunity to verify placement on each list prior to action by the District.
- E. Selection Within Programs: Certificated staff members shall be considered for retention in available positions within the program for which they qualify under Section 7.1 C. In the event that there are more qualified employees than available positions in a given program, the following criteria shall be used in sequential order to determine placement in the available position(s).
1. Teaching seniority in the state of Washington
 2. Teaching seniority in the Washougal School District
 3. Total days and years in teaching experience
- F. The actions required to meet District needs and state statute will be implemented on or before May 15 by the District. All certificated staff members who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment. Employment pool personnel will be given the opportunity to fill open positions within the programs for which they are qualified in Section 7.1 C in inverse order of lay off. Employees will remain eligible for recall for a period of 27 months.

Section 7.2 Procedures for Staff Recall

- A. It shall be the responsibility of each staff member placed in the employment pool to notify the superintendent or the superintendent's designee in writing by February 1 of the succeeding year if the employee wishes to remain in the employment pool.
- B. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be by certified mail or by personal delivery. Such individuals will have five (5) calendar days from the receipt of the letter to accept the position. If an individual in the employment pool fails to accept a full-time position for which the employee is eligible, the District's obligation to the employee ceases.
- C. If an employee in the employment pool signs a continuing contract in another school district, the District's obligation to the certificated employee ceases.
- D. The District will utilize employment pool personnel as substitutes in positions for which they are qualified on a first priority basis before hiring other substitutes.

Section 8 Grievance Procedures

A. Purpose

The grievance procedure provides a process for resolving violations of this agreement at the administrative level nearest the grievant.

B. Definitions

1. **Grievance:** A specific complaint or claim that a dispute or disagreement of any kind exists which affects the conditions or circumstances under which an employee works, allegedly caused by the misinterpretation or inequitable application of the terms of this agreement.
2. **Grievant:** An individual member or the Association.
3. **Day:** A business day.
4. **Time Limits:** Are mutually binding unless both parties agree to a specific extension period because of external circumstances. If the results of any step of a grievance are not appealed within the time allowed, it will be determined to be settled on the basis of acceptance of the result. If the District does not respond within its allocated time interval the grievance will be determined to be settled in the grievant's favor.
5. **Content of the Grievance:** Will be in writing, as well as the relevant data, statements, complaints, responses, and results of previous steps. The written statements shall clearly specify the following:
 - a. The specific complaint and which section of this Agreement or Board policy, rule or practice has been violated, the grievant's name and proposed remedy.
 - b. When the alleged violation occurred.
 - c. The result(s) of any grievance step and why the result(s) was/were unsatisfactory.
 - d. Any witness statements, data, and any other information collected as a result of the grievance being processed.

Copies of the above information shall be kept on file by both the District and the grievant until resolution of the grievance.

C. Representation Rights

1. This grievance procedure is an agreement between the District and the Association and, as such, belongs to the Association before any individuals. When a grievant files a formal complaint with the District, the Association shall receive a copy of the grievance.
2. The grievant has the right of Association representation at any and all steps of the grievance procedure. An aggrieved party may appear by choice without representation, provided the adjustment of the grievance is not inconsistent with the terms of this contract.
3. The Association shall be given the opportunity to be present and make views known whenever an adjustment is made. The Association has the right to initiate a grievance, and also the right to re-initiate a grievance filed and later discontinued by an individual.

D. Procedures

1. Informal Resolution of Grievance (Step 1):

Every effort shall be made to resolve the potential grievances through private and informal discussions between the grievant(s) and the immediate supervisor. Within a reasonable period of time, and not more than twenty (20) business days after a grievant knew, or should reasonably have known of an action or lack of action which is the basis of a grievance, the employee shall meet with their immediate supervisor. If such processes fail to provide an acceptable adjustment of the problem, then a grievance may be formally processed to Step 2.

2. Initiating a Formal Grievance (Step 2):

If the employee wishes to initiate the formal grievance procedure, they must present their grievance in writing (Appendix A) within ten (10) business days of the informal procedure to their immediate supervisor. The immediate supervisor will arrange a meeting to take place within ten (10) business days after receipt of the grievance. The grievance shall be filed simultaneously with the immediate supervisor and the District's Director of Human Resources. Following the grievance hearing, the immediate supervisor shall reply in writing within five (5) business days of the filing. If the grievant or the Association has not had a response within the five-day period, then the grievant is granted the petition's solutions by default, provided the solution is consistent with all provisions of this Agreement (i.e., does not establish a new employment condition which is otherwise subject to bargaining).

3. Appealing to the Superintendent or Designee (Step 3):

Within ten (10) business days of receipt of the results, or fifteen (15) business days of the presentation of the grievance to the immediate supervisor, the grievance may be presented to the superintendent or designee.

The superintendent or designee shall meet with the grievant within five (5) business days of receiving the grievance form. Within five (5) business days after the meeting, the superintendent or designee shall render a written decision. If the decision was not satisfactory, the grievant may proceed to Step 4.

4. Arbitration of the Grievance (Step 4):

- a. Within five (5) business days of the Superintendent's written decision, if the grievant is not satisfied and the Association concurs, the Association will notify the superintendent or designee, in writing, that the grievance will be submitted to binding arbitration.
- b. The parties will file the arbitration request with the American Arbitration Association and will follow the AAA rules and procedures regarding appointment and administration of the arbitration.
- c. Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party prior to the completion of Step 3 meetings.
- d. The arbitrator shall be chosen and shall conduct the hearing and issue a determination in writing within the rules of the arbitrating body (e.g. AAA). The arbitrator's decision will be binding on both parties.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room shall be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

E. Conclusion:

1. There shall be no reprisals of any kind by the District or an agent of the District against any employee for reason of participation in grievance process. It will be the practice of all parties to process grievances after the regular workday or at other times that do not interfere with assigned duties.
2. Substitutes required to cover for any employees engaged in meetings relevant to the grievance procedure shall be reimbursed by the party requesting the employee's attendance, with no deduction to the employee's leave accumulation.

Exhibit A: Part-Time Matrix

390 minutes - Instructional Time
60 minutes - Before and After School
-30 minutes - Lunch
420 minutes - 1.0 FTE (7.0 hours)

$420 \text{ minutes} \times 180 \text{ days per week} = 75,600 \text{ minutes per year} = 1.0 \text{ FTE}$

In calculating an elementary (K-5) FTE part-time employees will be provided with prorated planning time.

In calculating a middle school FTE (6-8), the calculation is figured on number of periods taught times minutes in period; plus minutes for planning (planning time minutes for a full-time FTE divided by the number of periods taught by an FTE in day; plus 12 minutes before/after per period; plus 6 minutes passing time per period taught; times number of days taught in a trimester; times the rate per minute (annual FTE salary divided by 75,600 minutes).

In calculating a high school FTE (9-12), the calculation is figured on number of periods taught, times minutes in period; plus minutes for planning (planning time minutes for a full-time FTE divided by the number of periods taught by an FTE in day); plus 15 minutes before/after per period plus 10 minutes passing time per period taught; times number of days taught in a trimester; times the rate per minute (annual FTE salary divided by 75,600 minutes).

Note: a part time secondary teacher (6-12) minutes for planning, passing time and before/after will be adjusted based on the number of periods a full-time FTE is teaching (i.e. number period day be used during the school year)

Refer to Section 3.5

Exhibit B: Co-Curricular, Non-Coaching Co-Curricular, and Curricular Leaders Salary Schedule

The following percentages are applied to the placement of the employee on the state salary schedule to determine the pay for the various activities. Positions will be filled according to budget and need.

<u>Position</u>	<u>%</u>	<u>Position</u>	<u>%</u>
Dept. or Grade Level Coord.	3-5%*	Art Advisor	1.5% per half year
FBLA Advisor	2% per half year	German Advisor	1.5% per half year
FHA Advisor	2% per half year	Spanish Advisor	1.5% per half year
Academic Team Advisor	1.5% per half year	Japanese Advisor	1.5% per half year
Drama Advisor	1.5% per half year	AP Coordinator	1.5% per half year
Science Liaison	3%	Interact Advisor	1.5% per half year
Science Fellows	6%	CTE Club Advisors	2% per half year

Elementary Music 4%
One (1) grade level performance for each grade level in building

Elementary Band 2%
(Three (3) performances)

Middle School Vocal 4%
Three (3) concerts

Middle School Instrumental 6%
Three (3) concerts

Outdoor School Coordinator 4%
Outdoor School 2%

High School Choir 6%
Three (3) All Vocal Groups Concerts
One (1) Musical with three (3) showings
Graduation
Chordaliers: Ten (10) Chordaliers singing engagements

High School Instrumental 12%
Three (3) evening (All Band Groups) Concerts
Fifteen (15) pep band (game) performances (Fall/Winter)
Nine (9) Jazz or other Performances
Graduation

Note: All events are to be scheduled outside the regular school day

High School Drama: 8%
2-3 plays

*Percentage increase reflects number of staff FTE supervised.

2	3%
3-5	4%
6 or more	5%

- A. High School Departments:
Math, Science, Fine Arts, World Language, Family & Consumer Science, Technology, Business Education, Physical Education, Social Sciences, Language Arts, Support Services, Special Education.
- B. Middle School Departments / Grade Level Coordinators
6th Grade Team Coordinator, 7th Grade Team Coordinator 8th Grade Team Coordinator, Physical Education Coordinator, Exploratory Coordinator, Multi-age Coordinator.
- C. Elementary Grade Level Coordinators:
Kindergarten Level Coordinator, 1st Grade Level Coordinator, 2nd Grade Level Coordinator, 3rd Grade Level Coordinator, 4th Grade Level Coordinator, 5th Grade Level Coordinator, Multi-age Coordinators.
- D. Clubs (High School)
FBLA, German Club, Spanish Club, Japanese Club, Art Club, Drama Club, Be the Change, Science Olympiad, GSA, Reader's Club.

Appendix A: Step 2 Grievance

Distribution of Form:

Association Representative
Immediate Supervisor
Association President
Grievant
Director of Human Resources

Complaint By The Aggrieved

Aggrieved Person _____

Date of Formal Presentation _____

Home Address of Aggrieved Person _____

Telephone _____ School _____

Immediate Supervisor _____

Years in School System _____ Subject area/grade _____

Association Representative _____

Statement Of Grievance:

Relief Sought:

Signature of Aggrieved _____

Signature of Association Representative _____

Appendix A: Step 2B Grievance

Distribution of Form:

Association Representative
Immediate Supervisor
Association President
Grievant
Director of Human Resources

Decision Of School Principal Or Immediate Supervisor

(To be completed by the school principal or immediate supervisor within five (5) days after receipt of the grievance, Step 2A.)

Aggrieved Person _____

Date of Formal Presentation _____

School Principal/Immediate Supervisor _____

Decision of school principal or immediate supervisor and reasons therefore:

Date of Decision _____

Signature of School Principal/Immediate Supervisor _____

Aggrieved Person's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent or designee

Date of Response _____

Signature of Aggrieved _____

Appendix A: Step 3 Grievance

DISTRIBUTION OF FORM:

Association President
Grievant

Decision By Superintendent Or Designee

(To be completed by the superintendent or designee within 10 days after the receipt of Appendix A, Step 2B and of the original grievance, Step 2A.)

Aggrieved Person _____

Date of Oral Presentation _____

Date of Appeal Received by Superintendent or Designee _____

Date of Hearing held by Superintendent or Designee _____

Decision Of Superintendent Or Designee And Reasons Therefore:

Date of Decision _____

Signature of Superintendent or Designee _____

Aggrieved Person's Response: (To be completed by aggrieved within ten days of decision.)

_____ I accept the above decision by the superintendent or designee.

Date of Response _____

Signature of Aggrieved _____

Appendix B: Request for Transfer or Additional Assignment
(Only one request per form)
MAY BE SUBMITTED ELECTRONICALLY

Name: _____ Date: _____

Present Position(s): _____ Building(s): _____

I hereby request consideration for transfer or additional assignment to the following opening:

Position Desired: _____ Building: _____

Please describe your qualifications for the opening: (recent training is important.)

Employee's Signature: _____ Date: _____

Building Administrator's Signature: _____ Date: _____

Send to District Office:

Disposition: _____

Approved: _____ Effective Date: _____

Disapproved: _____

If disapproved, rationale: _____

Authorized District Official: _____ Date: _____

Appendix C: Assignment of Wages Form
Washougal Association of Educators

Name: _____

Address: _____

City: _____ Zip Code: _____

To: _____ Washougal School District: _____

I, the undersigned, acknowledge that I am a member of the Washougal Association of Educators, an affiliate of the Washington Education Association and the National Education Association. I hereby authorize you, as my employer, to deduct from my salary and to pay to the Washougal Association of Educators membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Washougal Association of Educators between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Employee Signature: _____ Date: _____

Appendix D: Assignment of Wages Form for Religious Objection
Washougal Association of Educators

Name: _____

Address: _____

City: _____ Zip Code: _____

To: _____ School District: _____

I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the _____, charitable organization such representation fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Washougal Association of Educators between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Employee Signature: _____ Date: _____

Appendix E: Eval
WASHOUGAL SCHOOL DISTRICT
Focused/Comprehensive Professional Growth and Collaboration Plan for Certificated Classroom
Teachers
Based on the CEL 5D+ Model

Teacher: _____ School: Year: _____

Evaluator: _____ Date: _____

Pre-Observation Date: _____ Observation Dates: 1. _____ 2. _____

Post-Observation Date: _____

Focused evaluations will be on only one selected Criterion; Comprehensive will be on all eight Criterion. Each criterion of performance must be scored using the terms from the Performance Rating Scale. These data must be accompanied with a completed Scoring Summary table scores according to **OSPI** criteria, based on the **CEL 5D+ Model**. Evidence and artifacts may be transmitted from teacher to principal via **eVal** or other agreed method.

Performance Rating Scale

D **Distinguished**
P **Proficient**
B **Basic**
U **Unsatisfactory**

KEY

A – **ASSESSMENT FOR STUDENT LEARNING**
CEC – **CLASSROOM ENVIRONMENT AND CULTURE**
CP – **CURRICULUM AND PEDAGOGY**
P – **PURPOSE**
PCC – **PROFESSIONAL COLLABORATION AND**
 COMMUNICATION
SE – **STUDENT ENGAGEMENT**

An area marked **Distinguished** may be explained with a written comment to provide the basis of commendation(s). An area marked **Proficient** or **Basic** requires no comment although comments may be supplied as necessary. Any area marked **Unsatisfactory** must be explained with written comment(s) clearly identifying the step(s) to be taken by the teacher and the supervisor to correct the situation.

SCORING SUMMARY

<u>Criteria</u>	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>	<u>Score</u>
<u>Criterion 1 Centering Instruction on High Expectations</u>					<u>C1</u>
<u>P1</u>					
<u>P4</u>					
<u>P5</u>					
<u>SE5</u>					
<u>CEC5</u>					
<u>Criterion 2 Demonstrating Effective Teaching Practices</u>					<u>C2</u>
<u>SE1</u>					
<u>SE5</u>					
<u>SE6</u>					
<u>CP6</u>					
<u>CP7</u>					
<u>Criterion 3 Recognizing and Developing ISL Needs</u>					<u>C3</u>
<u>P3</u>					
<u>SE2</u>					
<u>SE4</u>					
<u>CP5</u>					
<u>A6</u>					
<u>Criterion 4 Provide Clear, Intentional Content and Curriculum Focus</u>					<u>C4</u>
<u>P2</u>					
<u>CP1</u>					
<u>CP2</u>					
<u>CP3</u>					
<u>CP4</u>					

Criterion 5 Fostering and Managing the Learning Environment

C5

CEC1

CEC2

CEC4

CEC5

CEC6

CEC7

Criterion 6 Using MSDE to Modify Instruction and Improve Learning

C6

A1

A2

A3

A4

A5

Criterion 7 Communicating and Collaborating....

C7

PCC3

PCC4

Criterion 8 Exhibiting Practices Focused on Improving

C8

PCC1

PCC2

PCC5

PCC6

Scoring Bands

5-12

13-17

18-20

21-28

Final Student Growth Score

Scoring Bands

8-14

15-21

22-28

29-32

Final Summative Score

List here any and all supervisor's commendations. Enumerate recommendations to correct any identified deficiency and the remedial assistance offered by the supervisor.

We have conducted a conversation about the data and scores presented above.

Signature of Evaluator

Date

Signature of Employee

Date

The signature of the employee does not indicate concurrence with the evaluator's comments---only that a copy of the Professional Evaluation was provided along with an opportunity to discuss the contents of the evaluation in a timely manner. The employee may choose to respond to this evaluation in writing and all responses will be attached to this evaluation immediately upon receipt.

CRITERION 1: CENTERING INSTRUCTION ON HIGH EXPECTATIONS

P1 *Connection to standards, broader purpose, and transferable skill.*

P4 *Communication of Learning Target(s)*

P5 *Success Criteria and performance task(s)*

SE3 *High Cognitive Demand*

CEC3 *Discussion, collaboration, and accountability*

CRITERION 2: DEMONSTRATING EFFECTIVE TEACHING PRACTICES

SE1 *Quality of Questioning*

SE5 *Expectation, Support, and Opportunity for Participation and Meaning Making*

SE6 *Substance of Student Talk*

CP6 *Scaffolds the Task*

CP7 *Gradual Release of Responsibility*

**CRITERION 3: RECOGNIZING INDIVIDUAL STUDENT LEARNING NEEDS AND
DEVELOPING STRATEGIES TO ADDRESS THOSE NEEDS**

P3 *Teaching Point(s) are based on Students' Learning Needs*

SE2 *Ownership of Learning*

SE4 *Strategies that Capitalize on Learning Needs of Students*

CP5 *Differentiated Instruction*

A6 *Teacher Use of Formative Assessment Data*

**CRITERION 4: PROVIDING CLEAR AND INTENTIONAL FOCUS ON SUBJECT MATTER
CONTENT AND CURRICULUM**

P2 *Connection to Previous and Future Lessons*

CP1 *Alignment of Instructional Materials and Tasks*

CP2 *Discipline-specific Conceptual Understanding*

CP3 *Pedagogical Content Knowledge*

CP4 *Teacher Knowledge of Content*

CRITERION 5: FOSTERING AND MANAGING A SAFE, POSITIVE LEARNING ENVIRONMENT

CEC1 *Arrangement of Classroom*

CEC2 *Accessibility and Use of Materials*

CEC4 *Use of Learning Time*

CEC5 *Managing Student Behavior*

CEC6 *Student Status*

CEC 7 *Norms for Learning*

CRITERION 6: USING MULTIPLE STUDENT DATA ELEMENTS TO MODIFY INSTRUCTION AND IMPROVE STUDENT LEARNING

A1 *Self-Assessment of Learning connected to the Success Criteria*

A2 *Demonstration of Learning*

A3 *Formative Assessment Opportunities*

A4 *Collection Systems for Formative Assessment Data*

A5 *Student Use of Assessment Data*

CRITERION 7: COMMUNICATING AND COLLABORATING WITH PARENTS AND THE SCHOOL COMMUNITY

PCC3 *Parents and Guardians*

PCC4 *Communication within the School Community about Student Progress*

CRITERION 8: EXHIBITING COLLABORATIVE AND COLLEGIAL PRACTICES FOCUSED ON IMPROVING INSTRUCTIONAL PRACTICE AND STUDENT LEARNING

PCC1 *Collaboration with Peers and Administrators to improve Student Learning*

PCC2 *Professional and Collegial Relationships*

PCC5 *Supports School, District, and State Curriculum, Policy, and Initiatives*

PCC6 *Ethics and Advocacy*

Appendix E-2

Teacher Evaluation Post-Conference Summary

OBSERVATION NOTES & SUMMARY

Teacher Name:

School:

Date:

Observation Time: (30 minutes) Administrator Name:

Learning Target Reference:

Teacher's Professional Goal:

Teacher input requested related to teacher/principal Pre Observation Conference:

Appendix F: Job Sharing Request

If you are considering a request to job share with another employee during the coming school year, the following items can serve as a guide when discussing your plan with your principal. Your job-sharing plan needs support of your principal before it can be presented to the superintendent or designee and the Board.

Following are some areas of concern that need to be resolved before the job-sharing request can be considered.

1. Grade level meetings
2. Faculty meetings
3. Parent conferences
4. Salary and fringe benefits
5. Accrued retirement credit and seniority
6. Planning time
7. Job status for the next year
8. Room sharing
 - a. Bulletin boards
 - b. Room organization (desks, etc.)
 - c. Desk and filing cabinet
 - d. Maintenance of supplies and equipment
9. Coordination of class performances and activities
10. Reasonable share of duties and committee assignments
11. Beginning and ending of the school year (meetings, room set-up and room preparation for summer)

Job share applicants: _____ and _____

Principal Recommendation (Initials): Approve: _____ Deny: _____

Date approved by Board: _____

The purpose of this job-sharing request is to avoid misunderstandings. Please review this form in September, November, February, April and June. Your suggestions to improve the job-sharing process would be appreciated.

Appendix G: Safety Procedures/Working Conditions Form

DISTRIBUTION OF FORM:

Superintendent or Designee Principal
Employee

Name: _____

Present Position: _____ School: _____

Date: _____

Statement of Problem: _____

Solution Sought: _____

(To be returned to the employee within ten (10) working days)

District Response: _____

Superintendent or designee: _____ Date: _____

Appendix H: Overload Notification

Teacher: _____ Building: _____

Period: _____ Enrollment: _____ Date: _____

In accordance with the negotiated contractual agreement, between the WAE and the Washougal School District, I request that my class overload be remedied.

Employee Signature: _____

Please fill out a form for each class in which an overload occurs. You may be eligible for compensation even if the overload situation was temporary.

Reference the contract language Section 3.12 Class Size

Building principal signature: _____ Date: _____

Superintendent or designee signature: _____ Date: _____

Appendix I: Request For Payment

In accordance with Section 4.5 D. of the Agreement titled Salary Maximum Movement

_____ has completed

15 credit hours past salary maximum. Credits are on file with the District Office.

Employee Signature: _____ Date: _____

To be completed by Human Resources

_____ Current credits on file with the District

_____ Current years of experience on file with the District

Approved: _____

Denied: _____

Reason for denial: _____

Superintendent or Designee: _____ Date: _____

Appendix J: Request For Contract Waiver

The District and the Association agree that there may be situations where a waiver of contract language may be appropriate to support staff-endorsed school improvement efforts. Requests for waivers may be submitted by the building Learning Improvement Team only if supported by at least 80% of the building staff. The request will identify the contract language to be waived, the extent of the waiver, the reasons for the waiver request, and the time period for which the waiver would be granted.

Waiver requests will be reviewed by the Washougal Association of Educators Executive Board and the Superintendent or designee. Only if approved by both the WAE and the Superintendent or designee will the waiver be in effect.

TO BE COMPLETED BY LIT, SIGNED AS INDICATED, AND FORWARDED TO THE DISTRICT
AND THE ASSOCIATION ALONG WITH DOCUMENTATION OF 80% SUPPORT:

Building: _____

Language to be Waived: _____

Modification Requested: _____

Reason for Request: _____

Duration Requested: _____

Signatures including administrator and members of LIT:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

WAE President: _____ Date: _____

Superintendent or designee: _____ Date: _____

Appendix K: "R" Responsibility
WASHOUGAL SCHOOL DISTRICT NO. 112-6

CERTIFICATED EMPLOYEE, RESPONSIBILITY, SUPPLEMENTAL CONTRACT

Name: _____ Location: _____ FTE: _____ Per Diem: _____

This contract is made by and between the Board of Directors of Washougal School District No. 112-6 ("District), and the above named Employee ("Employee") pursuant to RCW 28A.400.200(4).

PART I

TRI (Time, Responsibility, and Incentive) compensation: For the current school year _____ employee agrees to perform _____ hours of additional hours extended day responsibilities accomplished outside of the employee's regular contract work day, such as high needs student meetings, curriculum development, preparation prior to the opening of the school year, report card preparation, progress reports, Strategic Planning, Site Action Plan, professional growth and development, etc. and will be provided additional compensation according to the TRI compensation schedule (pro-rated for eligible part-time employees).

Compensation for these additional extended day responsibilities will be paid in equal installments through payroll during the months of October through August. An employee working less than full-time or less than a full school year, will have his/her additional extended day responsibilities and compensation, therefore, adjusted proportionally based on percentage of FTE and/or percentage of the school year worked. If the employee fails to perform all or any part of the extended day responsibilities required hereunder, any overpayment of additional compensation shall be withheld from their July and August paycheck.

This contract is for a maximum duration of one year. Non-renewal of this contract shall not constitute an adverse change in contract status in accordance with RCW 28A.405.300 through .380

Signature of employee: _____ Date: _____

By order of the Board of Directors of the Washougal School District 112-6, Clark County Washington.

By: Superintendent or designee: _____ Date: _____

PART II

I hereby confirm that requirements as outlined above have been performed.

Signature of employee: _____ Date: _____

Signature of supervisor: _____ Date: _____

Appendix L: Personal Growth Plan
WASHOUGAL SCHOOL DISTRICT NO. 112-6
PERSONAL GROWTH PLAN
PLANNING SHEET

Name: _____ Date: _____

Overall Professional Goals: Please describe your overall professional growth goals. Include enough detail to clearly explain the new learning or accomplishments you hope to target and how it relates to the site School Improvement Plan.

Objectives: List the individual objectives that will indicate accomplishment of your broader goal.

Possible Activities: To the best of your ability at this point in the process, list the types of activities, projects, courses, etc., which might help you meet the goals and objectives listed above.

Principal/Supervisor Signature: _____ Date: _____

Appendix M: Salary Schedules

Salary - For the 2020-21 school year, the salary schedule shall be increased by 2.5%, based on the 2019-20 salary schedule.

For the 2021-22 school year, the salary schedule shall be increased by 3% based on the 2020-21 salary schedule.

2020/21 Base Salary							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$49,928	\$51,276	\$52,673	\$54,074	\$59,859	\$64,352	\$67,249
1	\$50,599	\$51,966	\$53,381	\$54,844	\$60,524	\$65,064	\$67,941
2	\$51,240	\$52,620	\$54,050	\$55,625	\$61,194	\$65,721	\$68,629
3	\$51,900	\$53,293	\$54,738	\$56,363	\$61,829	\$66,344	\$69,324
4	\$52,547	\$54,001	\$55,456	\$57,137	\$62,494	\$67,039	\$70,041
5	\$54,921	\$55,532	\$56,145	\$57,920	\$63,171	\$67,701	\$70,761
6	\$55,609	\$56,230	\$56,851	\$58,713	\$63,865	\$68,372	\$71,447
7	\$56,831	\$57,465	\$58,099	\$60,063	\$65,163	\$69,735	\$72,898
8	\$58,673	\$59,327	\$59,982	\$62,109	\$67,207	\$71,843	\$75,120
9		\$61,296	\$61,973	\$64,175	\$69,273	\$74,019	\$77,408
10			\$63,986	\$66,349	\$71,448	\$76,256	\$79,756
11				\$68,586	\$73,685	\$78,597	\$82,167
12				\$70,752	\$76,010	\$81,001	\$84,680
13					\$78,416	\$83,463	\$87,251
14					\$80,893	\$86,100	\$89,922
15					\$82,996	\$88,339	\$92,260
16					\$84,656	\$90,105	\$94,104

2020/21 "R" Responsibility							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$3,854	\$3,958	\$4,066	\$4,175	\$4,621	\$4,968	\$5,192
1	\$3,906	\$4,012	\$4,121	\$4,234	\$4,672	\$5,023	\$5,245
2	\$3,956	\$4,062	\$4,173	\$4,294	\$4,724	\$5,074	\$5,298
3	\$4,007	\$4,114	\$4,226	\$4,351	\$4,773	\$5,122	\$5,352
4	\$4,057	\$4,169	\$4,281	\$4,411	\$4,825	\$5,175	\$5,407
5	\$4,240	\$4,287	\$4,334	\$4,471	\$4,877	\$5,227	\$5,463
6	\$4,293	\$4,341	\$4,389	\$4,533	\$4,930	\$5,278	\$5,516
7	\$4,387	\$4,436	\$4,485	\$4,637	\$5,031	\$5,384	\$5,628
8	\$4,530	\$4,580	\$4,631	\$4,795	\$5,188	\$5,546	\$5,799
9		\$4,732	\$4,784	\$4,954	\$5,348	\$5,714	\$5,976
10			\$4,940	\$5,122	\$5,516	\$5,887	\$6,157
11				\$5,295	\$5,688	\$6,068	\$6,343
12				\$5,462	\$5,868	\$6,253	\$6,537
13					\$6,054	\$6,443	\$6,736
14					\$6,245	\$6,647	\$6,942
15					\$6,407	\$6,820	\$7,122
16					\$6,535	\$6,956	\$7,265

2020/21 Optional Days (14 hrs)							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$555	\$570	\$585	\$601	\$665	\$715	\$747
1	\$562	\$577	\$593	\$609	\$672	\$723	\$755
2	\$569	\$585	\$601	\$618	\$680	\$730	\$763
3	\$577	\$592	\$608	\$626	\$687	\$737	\$770
4	\$584	\$600	\$616	\$635	\$694	\$745	\$778
5	\$610	\$617	\$624	\$644	\$702	\$752	\$786
6	\$618	\$625	\$632	\$652	\$710	\$760	\$794
7	\$631	\$638	\$646	\$667	\$724	\$775	\$810
8	\$652	\$659	\$666	\$690	\$747	\$798	\$835
9		\$681	\$689	\$713	\$770	\$822	\$860
10			\$711	\$737	\$794	\$847	\$886
11				\$762	\$819	\$873	\$913
12				\$786	\$845	\$900	\$941
13					\$871	\$927	\$969
14					\$899	\$957	\$999
15					\$922	\$982	\$1,025
16					\$941	\$1,001	\$1,046

2020/21 Total Compensation							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$54,337	\$55,804	\$57,324	\$58,849	\$65,145	\$70,035	\$73,188
1	\$55,068	\$56,556	\$58,095	\$59,687	\$65,869	\$70,810	\$73,941
2	\$55,765	\$57,267	\$58,824	\$60,537	\$66,598	\$71,525	\$74,690
3	\$56,483	\$57,999	\$59,572	\$61,340	\$67,289	\$72,203	\$75,446
4	\$57,187	\$58,770	\$60,353	\$62,182	\$68,013	\$72,959	\$76,227
5	\$59,771	\$60,437	\$61,104	\$63,035	\$68,749	\$73,680	\$77,010
6	\$60,520	\$61,196	\$61,871	\$63,898	\$69,505	\$74,410	\$77,756
7	\$61,850	\$62,539	\$63,230	\$65,367	\$70,918	\$75,893	\$79,336
8	\$63,855	\$64,566	\$65,279	\$67,594	\$73,142	\$78,188	\$81,754
9		\$66,709	\$67,445	\$69,843	\$75,390	\$80,556	\$84,244
10			\$69,636	\$72,209	\$77,757	\$82,990	\$86,800
11				\$74,643	\$80,192	\$85,538	\$89,423
12				\$77,000	\$82,722	\$88,154	\$92,159
13					\$85,341	\$90,833	\$94,956
14					\$88,037	\$93,704	\$97,863
15					\$90,326	\$96,140	\$100,408
16					\$92,132	\$98,062	\$102,415

2021/22 Base Salary							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$51,426	\$52,814	\$54,253	\$55,696	\$61,655	\$66,282	\$69,267
1	\$52,117	\$53,525	\$54,982	\$56,489	\$62,340	\$67,016	\$69,979
2	\$52,777	\$54,199	\$55,672	\$57,293	\$63,029	\$67,693	\$70,688
3	\$53,457	\$54,892	\$56,380	\$58,054	\$63,684	\$68,334	\$71,404
4	\$54,123	\$55,621	\$57,119	\$58,851	\$64,369	\$69,050	\$72,143
5	\$56,568	\$57,198	\$57,830	\$59,657	\$65,066	\$69,732	\$72,884
6	\$57,278	\$57,917	\$58,556	\$60,474	\$65,781	\$70,423	\$73,590
7	\$58,536	\$59,189	\$59,842	\$61,865	\$67,118	\$71,827	\$75,085
8	\$60,433	\$61,107	\$61,781	\$63,972	\$69,223	\$73,999	\$77,374
9		\$63,135	\$63,832	\$66,101	\$71,351	\$76,240	\$79,730
10			\$65,905	\$68,340	\$73,591	\$78,544	\$82,149
11				\$70,643	\$75,896	\$80,955	\$84,632
12				\$72,874	\$78,290	\$83,431	\$87,221
13					\$80,768	\$85,967	\$89,869
14					\$83,320	\$88,683	\$92,620
15					\$85,486	\$90,989	\$95,028
16					\$87,195	\$92,808	\$96,927

2021/22 "R" Responsibility							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$4,114	\$4,225	\$4,340	\$4,456	\$4,932	\$5,303	\$5,541
1	\$4,169	\$4,282	\$4,399	\$4,519	\$4,987	\$5,361	\$5,598
2	\$4,222	\$4,336	\$4,454	\$4,583	\$5,042	\$5,415	\$5,655
3	\$4,277	\$4,391	\$4,510	\$4,644	\$5,095	\$5,467	\$5,712
4	\$4,330	\$4,450	\$4,570	\$4,708	\$5,150	\$5,524	\$5,771
5	\$4,525	\$4,576	\$4,626	\$4,773	\$5,205	\$5,579	\$5,831
6	\$4,582	\$4,633	\$4,684	\$4,838	\$5,262	\$5,634	\$5,887
7	\$4,683	\$4,735	\$4,787	\$4,949	\$5,369	\$5,746	\$6,007
8	\$4,835	\$4,889	\$4,943	\$5,118	\$5,538	\$5,920	\$6,190
9		\$5,051	\$5,107	\$5,288	\$5,708	\$6,099	\$6,378
10			\$5,272	\$5,467	\$5,887	\$6,283	\$6,572
11				\$5,651	\$6,072	\$6,476	\$6,771
12				\$5,830	\$6,263	\$6,674	\$6,978
13					\$6,461	\$6,877	\$7,189
14					\$6,666	\$7,095	\$7,410
15					\$6,839	\$7,279	\$7,602
16					\$6,976	\$7,425	\$7,754

2021/22 Optional Days (14 hrs)							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$571	\$587	\$603	\$619	\$685	\$736	\$770
1	\$579	\$595	\$611	\$628	\$693	\$745	\$778
2	\$586	\$602	\$619	\$637	\$700	\$752	\$785
3	\$594	\$610	\$626	\$645	\$708	\$759	\$793
4	\$601	\$618	\$635	\$654	\$715	\$767	\$802
5	\$629	\$636	\$643	\$663	\$723	\$775	\$810
6	\$636	\$644	\$651	\$672	\$731	\$782	\$818
7	\$650	\$658	\$665	\$687	\$746	\$798	\$834
8	\$671	\$679	\$686	\$711	\$769	\$822	\$860
9		\$701	\$709	\$734	\$793	\$847	\$886
10			\$732	\$759	\$818	\$873	\$913
11				\$785	\$843	\$899	\$940
12				\$810	\$870	\$927	\$969
13					\$897	\$955	\$999
14					\$926	\$985	\$1,029
15					\$950	\$1,011	\$1,056
16					\$969	\$1,031	\$1,077

2021/22 Total Compensation							
Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90,PhD
0	\$56,111	\$57,626	\$59,196	\$60,771	\$67,272	\$72,321	\$75,578
1	\$56,866	\$58,402	\$59,992	\$61,636	\$68,020	\$73,122	\$76,355
2	\$57,586	\$59,137	\$60,744	\$62,514	\$68,772	\$73,860	\$77,128
3	\$58,327	\$59,893	\$61,517	\$63,343	\$69,486	\$74,561	\$77,909
4	\$59,054	\$60,689	\$62,323	\$64,213	\$70,234	\$75,342	\$78,716
5	\$61,722	\$62,410	\$63,099	\$65,093	\$70,994	\$76,086	\$79,524
6	\$62,496	\$63,194	\$63,891	\$65,984	\$71,774	\$76,839	\$80,295
7	\$63,869	\$64,581	\$65,294	\$67,501	\$73,233	\$78,371	\$81,926
8	\$65,939	\$66,674	\$67,410	\$69,801	\$75,530	\$80,741	\$84,423
9		\$68,887	\$69,647	\$72,123	\$77,852	\$83,186	\$86,995
10			\$71,910	\$74,566	\$80,296	\$85,700	\$89,634
11				\$77,080	\$82,811	\$88,331	\$92,343
12				\$79,514	\$85,423	\$91,032	\$95,168
13					\$88,127	\$93,799	\$98,057
14					\$90,911	\$96,763	\$101,059
15					\$93,275	\$99,279	\$103,686
16					\$95,140	\$101,264	\$105,759

Appendix N: Civility Reporting Form

Name of Employee who has been treated disrespectfully, threatened, harassed/intimidated or bullied:

Name: _____ Phone: _____

Work Location: _____ Supervisor Name: _____

Mailing Address _____

Check any that describe the incident:

- ☐ Bullying ☐ Harassment or Intimidation ☐ Sexual Harassment ☐ Obscene or Profane Gesture
☐ Disrespect ☐ Threat

Name of individual(s) being reported:

Name(s): _____

- ☐ Student ☐ Employee ☐ Parent ☐ Community Member
☐ Other _____

When and where did the incident happen?

Date: _____ Time of Day: _____ For about how long: _____ minutes _____ hours.

Specific Location:

What happened? Write a brief summary of the incident:

Who else might know something about this incident or what happened?

Name(s): _____

Has this incident or something like it ever happened before? ☐ Yes ☐ No

If yes, when did it happen before?

Date: _____ Location: _____

Have you spoken directly with the individual being reported?

☐ Yes ☐ No

Have you spoken with your supervisor or with the individual's supervisor?

☐ Yes ☐ No

If the individual is a student, have you talked to his/her:

☐ Teacher? ☐ Yes ☐ No ☐ Parent? ☐ Yes ☐ No

Verification/Signature: This information is true and accurate.

Print Name: _____

Signature: _____ Date: _____

Appendix O Loss or Damage to Personal Property Reporting Form

INCIDENT REPORT				Please use this form to - REPORT ALL CLAIMS OR POTENTIAL CLAIMS DO NOT Use this form to - REPORT EMPLOYEE (on-the-job) INJURIES	
Educational Service District 112 • SW WA Risk Management Cooperative 2500 NE 85th Avenue • Vancouver, WA 98661-6F12 • (360) 750-7504 • FAX (360) 750-9836					
<i>Report to the Cooperative Immediately and Forward Supplemental Information Under Separate Cover, If Necessary</i>					
GENERAL INFORMATION					
District			Date Completed		
Name of Contact Person			Phone #		
INCIDENT INFORMATION					
<input type="checkbox"/> Injury <input type="checkbox"/> Vehicle <input type="checkbox"/> Property Damage/Loss (non-vehicle)					
Date of Incident _____ Time _____ AM/PM _____					
Location <input type="checkbox"/> Class <input type="checkbox"/> Playground <input type="checkbox"/> Gym <input type="checkbox"/> Laboratory <input type="checkbox"/> Shop <input type="checkbox"/> Off-Premises <input type="checkbox"/> Other, Specify _____					
School Name _____					
Description of Incident or Accident _____					
Witness(es) _____			Phone _____		
Identify Agency Called to Scene (Police, Fire, etc.) _____			Report # _____		
INJURIES (complete separate for each injured individual)					
Name _____			Student	Employee	Other
Gender _____			Age _____	Grade _____	
Address _____			Home Phone _____		
Name of Parent/Guardian (if applicable) _____			Work Phone _____		
Part of Body Injured _____			Type of Injury (if not above) _____		
Extent of Injury (e.g., minor, severe) _____			No. of School Days Lost: _____		
Name of Person in Charge at Time of Accident _____			Title _____	Phone # _____	Present at Scene? <input type="checkbox"/> Yes <input type="checkbox"/> No
Action Taken by Whom/When _____					
<input type="checkbox"/> Sent to School Nurse <input type="checkbox"/> Sent Home <input type="checkbox"/> 911 Called <input type="checkbox"/> Sent to Hospital/Doctor If Student, Accident Inv. <input type="checkbox"/> Yes <input type="checkbox"/> No					
NON-VEHICLE PROPERTY DAMAGE/LOSS					
Property Description/Damage _____			Ser. # _____	Est. Loss \$ _____	
Owner _____			Contract Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Address _____			Phone: Home _____	Work _____	
DAMAGE TO DISTRICT VEHICLE/OTHER VEHICLE (mark state accident report if applicable)					
DISTRICT VEHICLE <input type="checkbox"/> To/From School <input type="checkbox"/> Parking Lot <input type="checkbox"/> Other YR _____ Make _____ Model _____ Lic. # _____ Vin # _____					
Driver Name _____			Phone: Home _____	Work _____	
Describe Damage _____			Est. Loss \$ _____		
Citizens/Violation <input type="checkbox"/> District Driver <input type="checkbox"/> Other Driver Name _____					
OTHER VEHICLE YR _____ Make _____ Model _____ Lic. # _____ Vin # _____					
Owner/Address _____			Phone: Home _____	Work _____	
Driver (if not owner)/Address _____			Phone: Home _____	Work _____	
Describe Damage _____					
Other Vehicle Insurance Co. _____			Policy # _____		
Insurance Agent Address _____			Phone _____		

SWWARMIC 05/96

WHITE COPY to Cooperative - YELLOW COPY for your records - PINK COPY for District

Appendix P(1) Professional Learning Community (PLC) Proposal Form

Team Leader: _____ School: _____ Date: _____

Project Focus/Title: _____

Members: _____

Purpose: Project Description

Strategic (Connection to district goals/building SIP? New content/pedagogy? Focus on student learning?)

Process: Describe the PLC structure and activities used to guide your work (What does it look like? How will you use the building administrator to support the process?)

Product: Outcomes and Artifacts (What is the measurable goal? How will you assess and document your work?)

Measurable, Attainable, Results-oriented (data collection/analysis, reflection journals, best practice implementation plan, lesson studies)

Perseverance:

Time-bound (What is the timeline/duration for meetings and follow-up?)

Performance: Accountability and reflective practice-(What is the process for next step planning and sustaining efforts?)

Continued on next page

Appendix P(2) Professional Learning Community (PLC) Proposal Form

Team Leader: _____ Project Title: _____

PLC Planning Criteria:

- Project aligned with district goals or School Improvement Plan (Purpose)
- Pedagogy or content new and/or enriching to teacher's skill set (Purpose)
 - Aligned to CEL 5D+ Instructional Framework
- Focus on student learning/performance (Purpose)
- Descriptions of a group structure and activities (Process)
- Measurable goal and a defined product (Product)
- Group collaboration with on-going activities/regular meetings (Perseverance)
- Teams ranging in size from 4 to 15 participants
- Approval from building principal and district office
- Culminating presentation of findings
- For clock hours, plan must include Description, Objective and Agenda, as well as the information listed below:

Location				
Date(s)	Time(s)	Clock Hours	Facilitator(s)	Vita Attached
				Yes _____ On File _____

How many members can your PLC team accommodate? _____ (PLC's should not exceed 15 members; should be at least 4 members)

District Approval: Yes _____ No _____ (See explanation below if denied)

Signature: _____ Date: _____

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Glossary

BLT - Building Leadership Team

Business Day(s)- Monday through Friday excluding weekends and holidays

Department Chair/Department Lead - Representative for BLT

District - Washougal School District

Duty-Free - A time that employees are not required to supervise students

Conferences - Time for meeting with parents and/or students

Evaluation - The end of year summary and final rating

FMLA - Family and Medical Leave Act

Grievance - The process in which the Association may use to solve contract disputes with the District.

Grievant - The person or persons filing a grievance.

Leave of Absence - Arranged and approved absence from job for a length of time.

NEA-RA - National Education Association Representative Assembly

Observation - A time in which an administrator watches a member teach to gather evidence for the member's evaluation and/or provide support for the teacher.

PD - Professional Development

Personal Day - An absence that does not use sick days.

Per diem - Base pay divided by 180 days. The rate paid for hours for extended day and or supplemental contracts, and some training attended.

PFML - Paid Family and Medical Leave

PLC - Professional Learning Community

"R" - Responsibility salary added to the base salary

WAE - Washougal Association of Educators

WEA - Washington Education Association

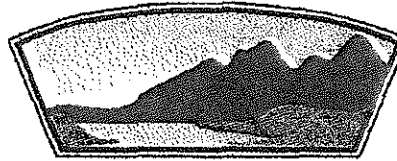
WEA-RA Washington Education Association (connect to above) Representative Assembly

Workday - Length of contracted day

Workweek - Length of contracted week

WASHOUGAL SCHOOL DISTRICT

4855 EVERGREEN WAY
PH: 360.954.3000



WASHOUGAL, WA 98671
FAX: 360.954.3099

Memorandum of Understanding Between

Washougal Association of Educators [WAE] and Washougal School District [WSD]

Agreements Related to Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19.

Whereas, Washougal School District (District) and Washougal Association of Educators (Union), the "parties", share an interest in maintaining the health and safety of all members of our Washougal School community;

Whereas, WAE represents certificated instructional staff, any agreement reached between the parties shall apply to all WAE represented employees;

Whereas, the impact of the coronavirus pandemic is resulting in widespread concern across the community regarding the potential of continued spread of the virus;

Whereas, the District is committed to assist in community and nation-wide efforts to limit the spread of the virus;

Whereas, on Wednesday, July 31, 2020, the District made the decision and announced to the Washougal community that schools will be starting the year with a Distance Learning Model;

Whereas, Public Health and the Office of Superintendent of Public Instruction (OSPI) continues to provide guidelines and recommendations regarding schools;

Whereas, OSPI expects districts to provide 180 days of instruction to our students and a minimum 1027 instructional hours for the 2020-21 school year;

And whereas, it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to all bargaining units:

I. Distance/Remote Learning Timeline

An employee may work remotely but is encouraged by the District to work onsite. Employees will inform the district of their decision to work remotely by completing a survey provided by the Human Resource Department.

The District will communicate with the Association members all plans to bring in individual and/or small groups of students during distance/remote learning for assessment purposes and targeted in-person learning. If the employee's worksite is using in-person instruction/assessment during distance/remote learning, the employee will report to work onsite unless the employee has chosen to work remotely.

The District will provide a minimum of five school days notice once the decision has been made to move from distance/remote learning to hybrid learning in order to provide employees time to transition. The District will communicate with the Association the transition plan from distance/remote learning to hybrid learning.

The District and the Union will work together to implement the conditions outlined below to meet the health and safety of all employees.

II. Staff Health Precautions

A. Face coverings:

- All employees shall properly wear a cloth mask that covers the chin, mouth, and nose, while at any district facility, except when working alone in respective rooms.
- The District shall provide daily disposable masks or equivalent for all employees as needed.
- Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
- Face shields may not replace masks but may be used simultaneously.
- Employees shall be provided all appropriate personal protective equipment (PPE), face shields, and gloves as recommended by L & I, the DOH, and the CDC.

B. Health Screenings: Prior to entering any school facility or vehicle, employees will be screened for COVID-19 symptoms and will have their temperature checked by district personnel. No employee will enter any school facility if they display any COVID-19 symptoms.

- Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.
- Screening shall be performed with contactless thermometers in order to maintain sterile environments.

- All buildings shall have one exclusive designated entrance point for every building.
 - In addition to the health screening, all employees shall be required to sanitize their hands and have PPE available as needed prior to entering any District building.
 - District personnel shall also keep a tracking sheet of all people who enter and exit each building.
- C. Physical Distancing:** Staff proximity shall be limited by physical distancing requirements of at least six square feet between all people in a building.
1. Prior to the first contracted work day, the District will ensure that all HVAC systems meet quality air standards of air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another room or office space. No spaces will be utilized for individual work until such certification can be made. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.
 2. Communal areas such as break rooms and lunch rooms will be closed to prevent congregating. Printer/mailbox rooms shall be supplied with disinfectant wipes.
- D. Handwashing:** The district shall provide facilities and supplies for staff handwashing and hand sanitizer. All employees shall be required to sanitize their hands.
- E. Exclusion of staff with COVID-19 symptoms:** Staff who display any COVID-19 symptoms shall be immediately excluded from the building.
- Classrooms and other facilities used by a staff member who is excluded as described above shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
 - Employees who were exposed by a District employee who is excluded as described above shall be notified as soon as possible.
- F. Exposure to COVID-19:** Employees who are exposed to any other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible.
- G. Meetings:** Meetings, including professional development, shall be attended at the choice of the staff member either in-person and remotely. Meeting times will adhere to those established in the CBA.

- H. **Sanitation of facilities:** The district shall provide custodial support to disinfect all surfaces used by staff.
- The district shall not rent or otherwise allow other organizations to use any school facility after hours with the exception of essential childcare services first responders, preschool or other organizations that provide educational opportunities for students and families in Washougal. Access will be limited to common areas. Should the need arise to use a classroom, the employee and custodial will be notified.
- I. **Supervision for compliance:** The District shall have a supervisor for each building to oversee employee health and safety as a high priority. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to both WSD and WAE.
- Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.
- J. **Employee Rights to a Safe Work Environment:** District administration agrees to provide direction to employees when questions or concerns regarding staff safety arises. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the union has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.

IV. Leave:

- A. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- a. **Emergency Paid Sick Leave (EPSL)** under the federal Families First Coronavirus Response Act (FFCRA) up to 80 hours of leave. No personal, sick or unpaid leave will be deducted from the employee's leave bank. A healthcare professional's note will be provided by the employee.
 - b. **Washington State Paid Family Medical Leave (PFML)**
 - c. **Family Medical Leave Act (unpaid leave unless the employee chooses to use paid leave while on FMLA; SEBB benefits continue.** Employees who met the eligibility requirements for SEBB benefits as of February 29, 2020 will continue to receive those same benefits during the state of emergency.);

- d. Leave for illness, injury or emergency;
- e. Personal leave;
- f. Shared leave;
- g. Unpaid leave of absence for the period of the temporary disabling condition.

B. Employees Quarantined Due to Possible Exposure to COVID-19:

Employees who have been advised by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and is unable to work remotely may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. EPSL up to 80 hours of leave. No personal, sick or unpaid leave will be deducted from the employee's leave bank. A healthcare professional's note will be provided by the employee.
- b. Leave for illness, injury or emergency;
- c. Personal leave;
- d. Shared leave;
- e. Unpaid leave of absence for the period of the temporary disabling condition.

C. Employees Caring for Someone with COVID-19/Suspected COVID-19:

Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. EPSL up to 80 hours of leave. No personal, sick or unpaid leave will be deducted from the employee's leave bank. A healthcare professional's note will be provided by the employee.
- b. Leave for illness, injury, or emergency;
- c. Shared leave;
- d. Personal leave leave should all other leaves become exhausted;
- e. Washington Paid Family Medical Leave (PFML)
- f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
- g. Unpaid leave of absence.

D. Higher Risk Employees: Employees who are at higher risk of severe illness or death from COVID-19 [as that term is defined by the Governor's proclamation] may choose to come to work at a District work site or may

choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. EPSL upto 80 hours of leave;
- b. Leave for illness, injury or emergency;
- c. Personal leave after all other types of leaves have been exhausted;
- d. Unpaid leave of absence; and

E. Higher Risk Individual in the Employee's Household: Employees who themselves are not at higher risk but have someone in the household who is at higher risk of severe illness or death from COVID-19 [as that term is defined by the Governor's proclamation] may choose to come to work at a District work site or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. EPSL upto 80 hours of leave;
- b. Leave for illness, injury or emergency;
- c. Personal leave after all other leaves are exhausted;
- d. Unpaid leave of absence.

F. Child Care: Employees who are caring for a child if the child's school or place of care has been closed or the care provider is unavailable, due to COVID-19 precautions who are unable to work remotely or at a District work site may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. EPSL upto 80 hours of leave;
- b. Emergency Family and Medical Leave (EFML) under the FFCRA (which is partially unpaid and partially paid at $\frac{2}{3}$ regular wages up to a maximum of \$200 per day).
- c. Leave for illness, injury or emergency;
- d. Personal leave after all other leaves are exhausted;
- e. Unpaid leave of absence.

V. Evaluations:

For the duration of the Distance Learning Delivery Model, the district recognizes that there are some instructional framework indicators that may be difficult to identify in a virtual learning setting. Because each indicator is rated based on the components in that indicator using a preponderance of evidence collected throughout the year, the employee and the evaluator will put the focus on observational evidence rather than on artifacts. If OSPI provides recommendations regarding the evaluation process for certificated staff, the district and the association will meet to discuss the recommendations and make mutually agreed upon updates to the evaluation process for the 2020-21 school year no later than Wednesday, September 30, 2020.

VI. Technical support:

Employees who need technology support while teaching remotely, can use the district technology support process (Happy Fox) to access help. District technology staff are not liable or responsible for troubleshooting problems related to the employee's equipment or service provider. Should an employee have difficulty regarding internet access, the employee should contact the district to help identify any possible solutions.

VII. Union Rights:

WAE and the district are committed to present the expectations of this MOU during the August in-service professional learning days.

VIII. Teacher Workday:

During distance/remote learning building start times have been altered. The District commits to restoring school start times to their "regular" start times once we are back to 100% in-person learning. Distance Learning and Hybrid will require adjustments to the "regular" start times. "Regular" start times refers to the start times occurring prior to the COVID-19 closures. The District reserves the right to annually set start time times.

IX. Duration:

This MOU shall remain in effect through the 2020-21 school year or until the District determines that hybrid/in-person shall be implemented. In the event this happens or new, binding guidance or legislation comes into effect both parties agree to bargain the impacts of that decision within five (5) business days. All other provisions set forth in the collective bargaining agreement continue to apply.


8.27.20

For WAE


8-27-20

For WSD

**Memorandum of Understanding Between
Washougal Association of Educators and Washougal School District**

Agreements Related to Elementary Specialists' Schedule During Remote/Distance Learning Due to Covid-19

Whereas Washougal Association of Educators (WAE) and Washougal School District (WSD) share a mutual interest to provide a positive educational experience for students and staff,

And Whereas it is agreed that the due to the Pandemic, unforeseen circumstances regarding Elementary Specialists' Schedules and possible overload issues were not taken into account, therefore the following shall apply:

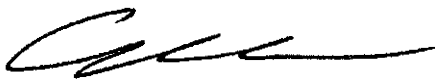
This agreement shall take effect retroactively from November 2nd, 2020. This agreement shall remain in effect for the 2020-21 school year anytime the Remote/Distance Learning model is in place.

WAE and WSD shall comply with the 2020-2022 Contract Bargaining Agreement (CBA).

WAE and WSD agree to keep the current Elementary Specialists' Schedule in place while the Remote/Distance Learning Model is in effect. Counselors will follow the current elementary Specialists' Schedule, but are not classified within the "Specialist" group.

Pursuant to Section 3.12A, elementary specialists shall maintain the ability to pursue a remedy for individual classes in overload. Elementary Specialists who are in overload in their individual classes (not combined classes) shall be compensated as per contract.

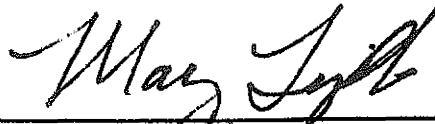
A discussion between WAE and WSD to solve issues regarding disputed overload from September 15th to October 31st, 2020, shall commence prior to winter break 2021.



Eric Engebretson
WAE President

11.23.20

Date



Mary Templeton
WSD Superintendent

11.23.20

Date

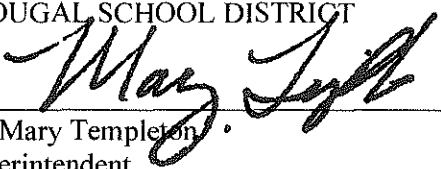
**SETTLEMENT AGREEMENT
BETWEEN
WASHOUGAL ASSOCIATION OF EDUCATORS
AND
WASHOUGAL SCHOOL DISTRICT**

1. This Settlement Agreement ("Agreement") is entered into by the Washougal School District ("the District") and the Washougal Association of Educators ("WAE" or "Union").
2. This Agreement is intended to resolve all disputes and disagreements between the parties arising out of the grievance that was filed by the Union against the District on November 19th, 2019 ("Jay Bennett Grievance") pursuant to the parties' 2018-2020 collective bargaining agreement ("CBA").
3. In return for the consideration described in Section 4, below, the Union agrees to withdraw the grievance referenced above.
4. The District will pay Jay Bennet \$2000 in his December 2020 paycheck.
5. The parties understand and agree that this Agreement will not be effective until the Union has formally withdrawn the above-referenced grievance.
6. The parties agree that in entering into this Agreement, neither is admitting any liability or that it has violated the CBA. Moreover, the District's agreements herein do not constitute an admission of wrongdoing or a concession. The parties further agree that this agreement will not preclude either side from raising the facts underlying the grievance as well as its resolution in any grievance arbitration that may arise in the future.
7. This Agreement may be signed in counterparts.

Dated this 14 day of December 2020.

WASHOUGAL SCHOOL DISTRICT

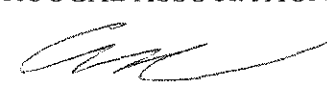
By: _____


Dr. Mary Templeton
Superintendent

Dated this 18 day of December, 2020.

WASHOUGAL ASSOCIATION of EDUCATORS

By: _____


Eric Engebretson
WAE President

**Settlement Agreement
Between
Washougal Association of Educators
and
Washougal School District**

1. This Settlement Agreement ("Agreement") is entered into by the Washougal School district ("the District") and the Washougal Association of Educators ("WAE" or "Union").
2. This Agreement is intended to resolve all disputes and disagreements between the parties arising out of the grievance that was filed by the Union and the District on November 19th, 2019 ("Pride Time Grievance") pursuant to the parties' 2018-2020 Collective Bargaining Agreement ("CBA").
3. In return for the consideration described in Section 4, below, the Union agrees to withdraw the grievance referenced above.
4. The District will pay the listed grievants in their December 2020 paychecks:
 - a. Jason Blaesing \$791.74
 - b. Scott Boothby \$966.81
 - c. Ryan Issacson \$1,510.31
 - d. Kevin Reilly \$1,617.45
 - e. Beverly Robertson \$1,151.46
5. The parties understand and agree that in entering into this Agreement will not be effective until the Union has formally withdrawn the above-referenced grievance.
6. The parties agree that in entering in the Agreement, neither is admitting any liability or that it has violated the CBA. Moreover, the District's agreements herein do not constitute an admission of wrongdoing or a concession. The parties further agree that this agreement will not preclude either side from raising the facts underlying the grievance as well as its resolution in any grievance in any grievance arbitration that may arise in the future.
7. This agreement may be signed in counterparts.

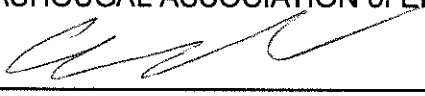
Dated this 15 day of December, 2020

WASHOUGAL SCHOOL DISTRICT

By: 
Dr. Mary Templeton
Superintendent

Dated this 18 day of December, 2020

WASHOUGAL ASSOCIATION of EDUCATORS

By: 
Eric R. Engebretson
WAE President

**Memorandum of Understanding Between
Washougal Union of Educators (WAE) and the Washougal School District (WSD)
Hybrid Working Conditions**

Agreements Related to Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19 for the 2020-21 school year.

Whereas, Washougal School District (District) and Washougal Association of Educators (Union), the "parties", share an interest in maintaining the health and safety of all members of our Washougal School community;

Whereas, the impact of the coronavirus pandemic is resulting in widespread concern across the community regarding the potential of continued spread of the virus;

Whereas, the District is committed to assist in community and nation-wide efforts to limit the spread of the virus;

Whereas, WAE represents certificated instructional staff, any agreement reached between the parties shall apply to all WAE represented employees;

Whereas, the WAE have serious reservations about the safety and feasibility of opening school buildings as planned in an hybrid model and;

Whereas, COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of all Unions' members;

Whereas, Public Health and the Office of Superintendent of Public Instruction (OSPI) continues to provide guidelines and recommendations regarding schools;

Whereas, OSPI expects districts to provide 180 days of instruction to our students and a minimum 1027 instructional hours for the 2020-21 school year;

Whereas, WAE are especially concerned because the dangers of COVID-19 disproportionately impact communities of color and people in poverty;

And whereas, it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to all bargaining units:

I. Student and Staff Health Precautions

A. Face coverings:

1. All employees, students, and building visitors shall properly wear a cloth mask that covers the chin, mouth, and nose, while at any district facility or in any district vehicles or attending any district event, except:
 - i. Those with a disability that would prevent them from wearing or removing a mask;
 - ii. Those with diagnosed respiratory conditions that would prevent wearing mask, or trouble breathing;
 - iii. Those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - iv. Those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person
2. The District shall provide daily disposable masks for all employees and students as needed.
3. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
4. Face shields may not replace masks but may be used simultaneously. Anyone who cannot wear a mask for reasons outlined (I)(A)(1)(i-iv) above but can wear a face shield must do so. The District shall provide face shields in these instances.
5. Employees working with students who cannot wear a mask for the reasons described in (I)(A)(1)(i-iv) above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade respirator masks, eye protection/face shields, gloves and clothing, as described by the L&I, the DOH, and the CDC.
6. For students who are not exempt from the face covering requirement, each building will take steps to educate the students on safety compliance, implement positive behavior interventions, recommend alternative face coverings, and, when appropriate/necessary, consult with the student's parent or guardian. Building administration will be responsible for any student discipline regarding face masks.

B. Health Screenings: Prior to entering any school facility, students and employees will be screened for COVID-19 symptoms and will have their temperature checked by district personnel. They will also complete a District attestation form online or upon arrival at a District site. No student or employee will enter any school facility if they display any COVID-19 symptoms. Health screening forms must be provided in the home language of students' families/ guardians.

1. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.
2. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
3. Anyone not wearing a mask in accordance with section (I)(A)(1)(i-iv) will not be allowed to enter the building without a mask.
4. Each building will have a plan in place for screening students, staff, and any visitors who arrive at other times throughout the day.
5. All buildings shall have designated entrance points for every building.
6. All buildings shall have a designated isolation room for suspected COVID-19 cases.
7. In addition to the health screening, all employees, students and visitors shall be required to sanitize their hands and have PPE available as needed prior to entering any District building.
8. District personnel shall also keep a tracking sheet of all people who enter and exit each building.

C. Physical Distancing: Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students and staff. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling as described in section III.

1. Prior to the first student contact day, employees shall collaborate with administrators and custodial staff to determine the number of students that may be in a classroom or other facility while observing physical distancing.
2. Prior to the first contracted Hybrid work day, the District will ensure that all HVAC systems provide adequate air circulation and filtration to prevent the spread of COVID -19 from one room or office space to another room or office space. The HVAC filters shall be changed in the school sites at a minimum of (4) times a year. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.
3. The district shall provide appropriate PPE (as described in II.A.5) and training for employees who must perform tasks that cannot be accomplished with physical distancing.

4. Communal areas such as staff break rooms and staff lunch rooms will be closed to prevent congregating. Printer/mailbox rooms shall be supplied with disinfectant wipes.
5. Students who are eating in the school cafeteria will sit at tables with barriers and will be as far apart as possible. All tables will be 6 feet apart.

D. **Handwashing:** The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. Hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, gymnasium, cafeteria, exits, and intersections.

E. **Exclusion of students and staff with COVID-19 symptoms:** Students and staff who display any COVID-19 symptoms shall be isolated from others, asked to keep a mask on and sent home. The area where the symptomatic person waited will be aired out, cleaned and disinfected after they leave.

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be evacuated as soon as possible, and will be-disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than the end of the contract day as long as the District is aware.
3. The district will create a process that will immediately and safely remove a staff member or student from the learning environment and accompany them to a designated, supervised area (Isolation room) separate from any potential interaction with students and non-supervising staff.
4. The District shall provide a COVID-19 Isolation room for excluded students to wait for their parents/ guardians.
 - i. This room shall be designated specifically for this purpose. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
 - ii. In the event a parent/guardian does not, or cannot, pick up their child within two (2) hours, or cannot be reached, the District will notify the family's emergency contact and provide transportation of the child to that contact's (or parent's) location.
 - iii. The District will create and implement a plan for each building that will prevent any staff member or student confirmed with COVID-19 or suspected of having COVID-19 from returning to school until it is appropriate for them to return based on the guidance provided by Clark County Public Health and Washington State Department of Health.

- F. **Exposure to COVID-19:** Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible.
1. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.
 2. In the event any school or facility closes because of a case of COVID-19, the district will follow the guidance by the Clark County Public Health Department which may include all other schools and facilities including buses that share students and staff may be included in the closure, quarantining, and contact tracing measures.
- G. **Meetings:** Meetings, including professional development, of groups of more than six (6) people shall be provided remotely. Meetings of fewer than six (6) people may be held in spaces where social distancing is possible, or the meeting can be held remotely. Employees may opt to attend in-person meetings remotely.
- H. **Sanitation of facilities:** The district shall provide custodial support to disinfect all surfaces used by students in between use by different students when possible.
1. The district shall not rent or otherwise use any school facility after hours for non-WIAA groups, sports or activities with the exception of essential childcare services.
 2. The District shall provide plastic partitions for employee desks and work spaces at the request of the employee.
 3. At the Elementary School Level: Teaching staff will keep desk surfaces clean, and disinfect as appropriate and once per day. Since elementary students use the same desk throughout the day, cross student exposure risk from the desk is low, thus a focus will be on handwashing and hand sanitizing when re-entering the room. Where possible, students will not share supplies and educational materials; where supplies or manipulatives are used between students, rest time between uses and/or disinfection of the items will be required.
 4. At the Middle and High School Levels: Teaching staff will keep desk surfaces clean. Disinfection will be required between desk uses by different students. Most classrooms will be at half occupancy thus desks may generally be disinfected between every other period, as opposed to between every period.

5. Cleaning materials, including alcohol based disinfectant/hand sanitizer, other appropriate disinfection agents, disposable towels, and disposable gloves will be provided in every classroom and primary work area.
6. Training will be provided to teaching staff on disinfection protocols, including using the proper personal protective equipment where recommended, and providing the proper dwell or contact time for the disinfectant.
7. Other high touch areas of the classroom will be disinfected daily as part of the custodial workload.
8. In instances of confirmed COVID-19 cases, building-wide sanitation protocols will be followed.
9. Communication of deep cleaning and sanitizing practices that are being developed and custodians are being trained on as a result of COVID will be developed and distributed to all employees, inclusive of preparations that staff need to be aware of to support these cleaning protocols.
10. Time to clean between periods will be considered a priority when developing the schedules.

- I. **Employees in high-risk categories:** The district will request that employees in high-risk categories as defined by the CDC per Governor Inslee's Proclamation 20-46.2, self-identify and enter an interactive dialogue with the district regarding accommodations, possible alternative work assignment or access any or all benefits under the terms of the CBA or law:
1. Employees are asked to provide a doctor's note affirming that they are in a high-risk category.
 2. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to find alternate work settings (e.g. remote teaching) that match the employee's endorsements, experience, and/or skill set.
 3. Priority for remote teaching positions will be given to those in high-risk groups, as defined above. Positions will be offered in order of seniority.
 - i. Second priority for remote teaching positions will be given to any other employees. Positions will be offered in order of seniority.
 - ii. Each building will devise a process by which employees working remotely may schedule limited, documented access to on-site resources/their classroom when students are not present.
 4. Employees assigned to different positions and those who take leave of absence will have right of first refusal to their previous position the following school year.

- J. **Front Office Areas:** Office staff and other staff who normally have regular contact with parents and members of the public shall be provided with plexi-glass or plastic guards in their workspaces, or other appropriate protections as requested by the employee. No parent or member of the public may enter any building without properly wearing a mask. In office areas where students/visitors may enter, they will be directed to stand on tape or other markings placed on the floor no less than six square feet apart. If the number of visitors exceeds the number of markers, overflow will follow signage to wait outside with other 6-foot distancing markers.
- K. **Communication with students and families:** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, visuals/infographics, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.
- L. **Supervision for compliance:** The District shall designate a supervisor for each building to oversee employee health and safety as their primary duty. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to both WSD and WAE.
1. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.
 2. These supervisors or their designees shall also be responsible for monitoring coach/advisor and student compliance for athletics/extracurricular activities.
 3. These supervisors shall meet at least bimonthly to review new official guidelines, COVID-19 research, and safety measures and adjust District protocol as appropriate.
- M. **Employee Rights to a Safe Work Environment:** District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises.
1. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation and building administration will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until the contracted day ends or until the safety concern is addressed and adequately resolved, whichever occurs first.

2. Employees in violation of health and safety guidelines may be subject to discipline. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the Union has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.

III. Employee Assignments

- A. **Substitute Teaching and Supervision:** No regular employee will substitute for or supervise a different group of students than their assigned classroom or caseload. In the event of a substitute shortage, administration/District personnel will be asked to substitute.

IV. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols at all times.

- A. With District guidance, each building's safety and equity committees shall design age and culturally appropriate student expectations that will enable them to follow safety protocols. These expectations shall be enforced equitably across the district.
- B. The District shall provide daily disposable masks for all employees and students as needed. No student shall be permitted to enter any school facility or vehicle unless they are wearing a mask, except as outlined in Section II.1 above.
- C. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as needed thereafter. WSD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
- D. Students new to the district after the start of the school year, and students only on campus for certain programs/activities/athletics, will also be provided time with a nurse, or administrator designee to become familiar with universal screening and instruction on health and safety protocols as described above.
- E. If it is determined that a student willfully and knowingly violates safety protocols, the student may be excluded from the classroom in accordance with the collective bargaining agreement and state law, until they agree to follow safety protocols.

- F. Situations such as these will be treated with the seriousness of the worst-case harm that could arise (i.e. infection, lifelong disability, death). Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. The District will treat COVID-19 safety violations such as repeatedly not wearing masks or repeatedly coughing or sneezing on others as high risk behavior. Safety violations will result in the development of a behavior plan/contract. The plan/contract will clearly articulate the expectations for the student along with the potential consequences including removal from the onsite learning environment. If the problem persists, it will result in the student's removal from the onsite learning environment. All learning opportunities will be provided remotely.

V. Evaluations:

For the duration of the Distance and Hybrid Learning Delivery Model, the district recognizes that there are some instructional framework indicators that may be difficult to identify in a virtual learning setting. Because each indicator is rated based on the components in that indicator using a preponderance of evidence collected throughout the year, the employee and the evaluator will put the focus on observational evidence rather than on artifacts. If OSPI provides recommendations regarding the evaluation process for certificated staff, the district and the association will meet to discuss the recommendations and make mutually agreed upon updates to the evaluation process for the 2020-21 school year no later than Wednesday, September 30, 2020.

Certificated Evaluations

Item	Employment/Evaluation Status	Recommended Process
1	Focused evaluation	Proceed w/regular Focused Evaluation Process.
2	Teachers in years two and beyond who are scheduled for a Comprehensive evaluation under RCW 28A.405.100.	Decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation. Determination of the two criteria may be made according to the current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher's evaluator, per WAC 392-191A-120 and 392-191A-210. Teachers can be moved to a regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15.

3	Teachers in their first year of teaching, on a Comprehensive evaluation.	Should an employee prefer to complete the full Comprehensive process, the employee will be given the option to do so otherwise the employee will be evaluated using the Modified Comprehensive by identifying two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining criteria to be scored “Basic” as default score. The District will note the use of “default scores due to the circumstances of the COVID-19 pandemic” where applicable. Determination of the scored criteria may be made according to the current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher’s or principal’s evaluator, per WAC 392-191A-120 or 392-191A-210. If adequate evidence that clearly indicates Proficient practice is provided for default criteria, evaluator may override the Basic score
4	Teachers with two or more years of successful performance in another Washington state district or another state who are in their first year of teaching/leading in a new district (and, therefore, on a Comprehensive evaluation) “Provisional 3.”	Use the traditional Comprehensive process OR use process identified in #2 above
5	Teachers on probation or a plan of improvement.	The District and the WAE address on a case-by-case basis.

VI. Leave

Leave Options Due COVID-19

- A. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.

- B. The Families First Coronavirus Response Act (FFCRA) provides eligible employees up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:
- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
 - 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
 - Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to \$200 daily and \$12,000 total

Employees may use existing accrued leave to cover the compensation gap if the qualifying reason for paid sick leave provides 2/3 pay, or if additional time off (leave) is needed.

HR will develop a leave of absence request form specific to these new leaves for employees to use; HR will coordinate the use of leave with the employee during the leave approval process. These provisions will apply through December 31, 2020. If this leave is continued by the Federal Government, the District shall continue offering this leave. If the Federal Government does not continue offering this leave, the Association and the District agree to meet to discuss possible options to support employees.

Qualifying Reasons for 80 hours of Paid Sick Leave Related to COVID-19

An employee is eligible to take leave related to COVID-19 if the employee is unable to work including unable to work from home, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

C. Expanded Family and Medical Leave Act (Expanded FMLA).

Expanded FMLA applies to employees who are unable to work, on site or remotely, because their child's school or place of care is closed (or childcare provider is unavailable).

An employee who has been employed by the District for at least 30 days prior to their request to take Expanded FMLA, will be compensated at 2/3 of their normal pay, subject to a cap of \$200 per day and \$12,000 total. Employees will be paid accordingly for ten (10) additional weeks beyond the two weeks of COVID-19 Sick Leave, if the employee is unable to work (including working remotely) because they are caring for a child(ren) whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 reasons.

An employee may use accrued sick or personal leave to receive full compensation instead of receiving 2/3 pay while on approved Expanded FMLA. An employee who exhausts their sick and/or personal leave time before their ten (10) weeks of Expanded FMLA is up, will be paid at 2/3 of their normal pay (subject to the caps) for the remainder of the ten weeks of Expanded FMLA.

- D. Employees who are in a high-risk category as described by the Centers for Disease Control and Prevention and as confirmed by a doctor's note for underlying medical conditions will use one of the following options;
 - i. As provided by the Washington State Governor's Proclamation 20-46 and lasting through the duration of the current state of emergency initially proclaimed in Proclamation 20-05, or until otherwise rescinded or amended, at risk employees are protected in the following ways:
 - i. The District is required to seek any and all options for alternative work arrangements.
 - ii. The District is required to permit any high-risk employee in a situation where an alternative work arrangement is not feasible to use any available employer granted accrued leave or unemployment insurance in any sequence at the discretion of the employee.
 - iii. The District is required to fully maintain all employer-related health insurance benefits until the employee is deemed eligible to return to work.
 - iv. The District is prohibited from taking adverse employment action against an employer for exercising their rights under this Proclamation that would result in loss of the employee's current employment position by permanent replacement.

VII. Hybrid Schedule

The District will construct a schedule that meets the requirements of the Governor's Safe Start Washington phased plan requirements (if applicable), public health and safety requirements and OSPI's "Reopening Washington Schools 2020: District Planning Guide". The Association and District will work in collaboration with building leadership teams and other interested Association members to develop hybrid learning schedules at the elementary, middle and high school levels. The district will make the final decision.

VIII. Remote to Hybrid Decision

The District will follow the most current recommendations (e.g. The Department of Health "Decision Tree" identifies COVID cases < 76 per 100,000 for hybrid learning, trend in cases or hospitalizations, etc) and guidance for safe opening of schools provided by Clark County Public Health when making the decision to move to hybrid learning. The District commits to communicating with the Association weekly updates regarding moving to hybrid learning and will ensure widespread communication is shared when transitioning between learning models. The District will provide a minimum of five school days notice once the decision has been made to move from distance/remote learning to hybrid learning in order to provide employees time to transition to in person/on site teaching and learning. The District will communicate with the Association the transition plan from distance/remote learning to hybrid learning. If there is a decision to move back to distance/remote learning from hybrid, the move will happen immediately.

IX. Small Group

For in-person, small group instruction prior to the District-wide decision to move to Hybrid, classes shall be limited to no more than 10 students in a group at any time. Health and safety guidelines as outlined in this MOU shall be followed by all employees, students, and visitors. Any small group, in person instruction shall be voluntary on behalf of the educator.

X. Union Rights

The district shall provide access to Zoom accounts with adequate group capacity at the request of the Union to conduct these meetings. The District will provide a staff meeting for the MOU to be presented.

XI. Duration

This MOU shall remain in effect through the 2020-21 school year or until 90 days after the end of the declared COVID state of emergency, whichever comes last. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts within five (5) days.



For WAE



For WSD



Date



Date

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN WASHOUGAL ASSOCIATION OF EDUCATORS AND THE WASHOUGAL SCHOOL DISTRICT NO. 112-6 PURSUANT TO SECTION 3.20 SPECIAL EDUCATION OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Washougal School District and the Washougal Association of Educators agree to the following:

Change the caseload language for Early Childhood from twelve (12) per session to twenty-four (24) as shown below.

Section 3.20 Special Education

The Association and the District agree to the following district caseload averages for special education:

Learning Support

Resource Room (K- 5)	Twenty-five (25)
Resource Room (6-12)	Twenty-five (25)

Specialized Learning Support

Comprehensive Support (6-12)	Sixteen (16)
IAC (K-5)	Twelve (12)
IAC (6-12)	Sixteen (16)
SLC (K-5)	Ten (10)
SLC (6-12)	Sixteen (16)

Adaptive Classrooms

Life Skills (K-5)	Eight (8)
Life Skills (6-12)	Ten (10)
WATP	Twelve (12)
Early Childhood	Twenty-four (24)

Related Services

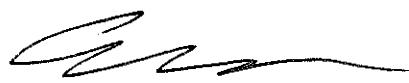
SLP	Forty-five (45)
OT/PT	Forty-five (45) (.5 for consult only)

School Psychologist

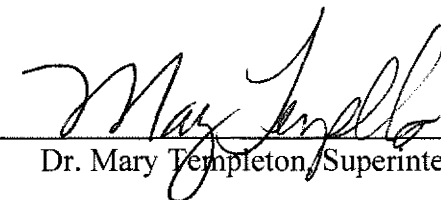
	One (1) FTE person nine-hundred (900)
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This Memorandum of Understanding shall become effective immediately upon signature of the parties, shall be retroactive to the first day of school in September of 2020, and shall remain in effect until August 31, 2022.

WASHOUGAL ASSOCIATION
OF EDUCATORS

BY: 
Eric Engebretson, WAE President

WASHOUGAL SCHOOL DISTRICT

BY: 
Dr. Mary Templeton, Superintendent

DATE: 1-20-21

DATE: 1/21/2021

Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN WASHOUGAL ASSOCIATION OF EDUCATORS AND THE WASHOUGAL SCHOOL DISTRICT NO. 112-6 PURSUANT TO SECTION 4.5 SALARY SCHEDULE ADVANCEMENT OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.


The Washougal School District and the Washougal Association of Educators agree to the following:

The Association and the District recognize that in Section 4.5 Salary Schedule Advancement, subsection F, "**BA +90, Step 0**" needs to be added to the BA +90 Salary Maximum Movement stipend language in order to calculate the stipend amount a certificated staff member frozen at the BA +90 will receive once every three years upon completion of ten (10) credits.

- F. Salary Maximum Movement - Certificated staff members frozen at the MA+90 will receive a stipend of 5% of the MA+90, Step 0 salary once every three years upon completion of ten (10) credits, and certificated staff members frozen at the BA+90 will receive a stipend of 5% **of the BA +90, Step 0 salary** once every three years upon completion of ten (10) credits. (Appendix I). The ten (10) credits must be earned by September 30 of the school year that payment is requested. The three (3) years of experience must be earned by August 31 of the previous school year. The District's maximum obligation for this section is \$15,000 per year for each salary base. In the event that earned stipends would exceed that amount, eligible employees will receive prorated stipends and would retain their eligibility and earn pro-rated stipends from year to year until receiving the full stipend amount.

This Memorandum of Understanding shall become effective immediately upon signature of the parties, shall be retroactive to the first day of school in September of 2020, and shall remain in effect until August 31, 2022.

WASHOUGAL ASSOCIATION
OF EDUCATORS

BY: 
Eric Engebretson, WAE President

WASHOUGAL SCHOOL DISTRICT

BY: 
Dr. Mary Templeton, Superintendent

DATE: 1.20.21

DATE: 1/21/2021

**Memorandum of Understanding Between
Washougal Union of Educators (WAE) and the Washougal School District (WSD)
Hybrid Working Conditions**

Agreements Related to Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19 for the 2020-21 school year.

Whereas, Washougal School District (District) and Washougal Association of Educators (Union), the "parties", share an interest in maintaining the health and safety of all members of our Washougal School community;

Whereas, the impact of the coronavirus pandemic is resulting in widespread concern across the community regarding the potential of continued spread of the virus;

Whereas, the District is committed to assist in community and nation-wide efforts to limit the spread of the virus;

Whereas, WAE represents certificated instructional staff, any agreement reached between the parties shall apply to all WAE represented employees;

Whereas, the WAE have serious reservations about the safety and feasibility of opening school buildings as planned in an hybrid model and;

Whereas, COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of all Unions' members;

Whereas, Public Health and the Office of Superintendent of Public Instruction (OSPI) continues to provide guidelines and recommendations regarding schools;

Whereas, OSPI expects districts to provide 180 days of instruction to our students and a minimum 1027 instructional hours for the 2020-21 school year;

Whereas, WAE are especially concerned because the dangers of COVID-19 disproportionately impact communities of color and people in poverty;

And whereas, it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to all bargaining units:

I. Student and Staff Health Precautions

A. Face coverings:

1. All employees, students, and building visitors shall properly wear a cloth mask that covers the chin, mouth, and nose, while at any district facility or in any district vehicles or attending any district event, except:
 - i. Those with a disability that would prevent them from wearing or removing a mask;
 - ii. Those with diagnosed respiratory conditions that would prevent wearing mask, or trouble breathing;
 - iii. Those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - iv. Those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person
 - v. District employees who provide services to students who receive communications services
2. The District shall provide daily disposable masks for all employees and students as needed.
3. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
4. Face shields may not replace masks but may be used simultaneously. Anyone who cannot wear a mask for reasons outlined (I)(A)(1)(i-v) above but can wear a face shield fitted with a drape must do so. The District shall provide face shields in these instances.
5. Employees working with students who cannot wear a mask for the reasons described in (I)(A)(1)(i-iv) above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade respirator masks, eye protection/face shields, gloves and clothing, as described by the L&I, the DOH, and the CDC.
6. For students who are not exempt from the face covering requirement, each building will take steps to educate the students on safety compliance, implement positive behavior interventions, recommend alternative face coverings, and, when appropriate/necessary, consult with the student's parent or guardian. Building administration will be responsible for any student discipline regarding face masks.

B. Health Screenings: Prior to entering any school facility, students and employees will be screened for COVID-19 symptoms and will have their temperature checked by district personnel. A District attestation form must be completed online or in hardcopy form. No student or employee will enter any school facility if they display any COVID-19 symptoms. Health screening forms must be provided in the home language of students' families/ guardians.

1. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.
2. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
3. Anyone not wearing a mask in accordance with section (I)(A)(1)(i-iv) will not be allowed to enter the building without a mask.
4. Each building will have a plan in place for screening students, staff, and any visitors who arrive at other times throughout the day.
5. All buildings shall have designated entrance points for every building.
6. All buildings shall have a designated isolation room for suspected COVID-19 cases.
7. In addition to the health screening, all employees, students and visitors shall be required to sanitize their hands and have PPE available as needed prior to entering any District building.
8. District personnel shall also keep a tracking sheet of all people who enter and exit each building.

C. Physical Distancing: Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements of at least six feet between all students and staff. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling as described in section III.

1. Prior to the first student contact day, employees shall collaborate with administrators and custodial staff to determine the number of students that may be in a classroom or other facility while observing physical distancing.
2. Prior to the first contracted Hybrid work day, the District will ensure that all HVAC systems provide adequate air circulation and filtration to prevent the spread of COVID -19 from one room or office space to another room or office space. The HVAC filters shall be changed in the school sites at a minimum of (4) times a year. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.
3. The district shall provide appropriate PPE (as described in II.A.5) and training for employees who must perform tasks that cannot be accomplished with physical distancing.

4. Staff break rooms and staff lunch rooms will be open to the extent social distancing can be respected as determined by the COVID supervisor. Signs stating capacity shall be posted outside each staff room door. Additional employees beyond the capacity stated shall be allowed to eat in the cafeteria while socially distanced. Employees are encouraged to disinfect their tables afterward. Printer/mailbox rooms shall be supplied with disinfectant wipes. If a transmission occurs within staff/lunch areas, staff communal areas will be closed for eating.
5. Students who are eating in the school cafeteria will sit at tables with barriers and will be as far apart as possible. All tables will be 6 feet apart. When feasible, students may be provided the choice to eat lunch outside and must remain socially distanced for the duration of the lunch period.

D. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. Hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, gymnasium, cafeteria, exits, and intersections.

E. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display any COVID-19 symptoms shall be isolated from others, asked to keep a mask on and sent home. The area where the symptomatic person waited will be aired out, cleaned and disinfected after they leave. The District shall communicate these policies to all staff via an electronic Building COVID-19 Handbook.

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be evacuated as soon as possible, and will be-disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than the end of the contract day as long as the District is aware.
3. The district will create a process that will immediately and safely remove a staff member or student from the learning environment and accompany them to a designated, supervised area (Isolation room) separate from any potential interaction with students and non-supervising staff.
4. The District shall provide a COVID-19 Isolation room for excluded students to wait for their parents/ guardians.
 - i. This room shall be designated specifically for this purpose. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
 - ii. In the event a parent/guardian does not, or cannot, pick up their child within two (2) hours, or cannot be reached, the District will notify the family's emergency contact and provide transportation of the child to that contact's (or parent's) location.

- iii. The District will create and implement a plan for each building that will prevent any staff member or student confirmed with COVID-19 or suspected of having COVID-19 from returning to school until it is appropriate for them to return based on the guidance provided by Clark County Public Health and Washington State Department of Health.

- F. Exposure to COVID-19:** Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible.
- 1. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.
 - 2. In the event any school or facility closes because of a case of COVID-19, the district will follow the guidance by the Clark County Public Health Department which may include all other schools and facilities including buses that share students and staff may be included in the closure, quarantining, and contact tracing measures.
- G. Meetings:** Meetings, including professional development, of groups of more than six (6) people shall be provided remotely. Meetings of fewer than six (6) people may be held in spaces where social distancing is possible, or the meeting can be held remotely. Employees may opt to attend in-person meetings remotely.
- H. Sanitation of facilities:** The district shall provide custodial support to disinfect all surfaces used by students in between use by different students when possible.
- 1. The district shall not rent or otherwise use any school facility after hours for non-WIAA groups, sports or activities with the exception of essential childcare services.
 - 2. The District shall provide plastic partitions for employee desks and work spaces at the request of the employee.
 - 3. At the Elementary School Level: Teaching staff will keep desk surfaces clean, and disinfect as appropriate and once per day. Since elementary students use the same desk throughout the day, cross student exposure risk from the desk is low, thus a focus will be on handwashing and hand sanitizing when re-entering the room. Where possible, students will not share supplies and educational materials; where supplies or manipulatives

are used between students, rest time between uses and/or disinfection of the items will be required.

4. At the Middle and High School Levels: Teaching staff will keep desk surfaces clean. Disinfection will be required between desk uses by different students. Most classrooms will be at half occupancy thus desks may generally be disinfected between every other period, as opposed to between every period.
 5. Cleaning materials, including alcohol based disinfectant/hand sanitizer, other appropriate disinfection agents, disposable towels, and disposable gloves will be provided in every classroom and primary work area.
 6. Training will be provided to teaching staff on disinfection protocols, including using the proper personal protective equipment where recommended, and providing the proper dwell or contact time for the disinfectant.
 7. Other high touch areas of the classroom will be disinfected daily as part of the custodial workload.
 8. In instances of confirmed COVID-19 cases, building-wide sanitation protocols will be followed.
 9. Communication of deep cleaning and sanitizing practices that are being developed and custodians are being trained on as a result of COVID will be developed and distributed to all employees, inclusive of preparations that staff need to be aware of to support these cleaning protocols.
 10. Time to clean between periods will be considered a priority when developing the schedules.
- I. **Employees in high-risk categories:** The district will request that employees in high-risk categories as defined by the CDC per Governor Inslee's Proclamation 20-46.2, self-identify and enter an interactive dialogue with the district regarding accommodations, possible alternative work assignment or access any or all benefits under the terms of the CBA or law:
1. Employees are asked to provide a doctor's note affirming that they are in a high-risk category.
 2. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to find alternate work settings (e.g. remote teaching) that match the employee's endorsements, experience, and/or skill set.
 3. Priority for remote teaching positions will be given to those in high-risk groups, as defined above. Positions will be offered in order of seniority.
 - i. Second priority for remote teaching positions will be given to any other employees. Positions will be offered in order of seniority.
 - ii. Each building will devise a process by which employees working remotely may schedule limited, documented access to on-site resources/their classroom when students are not present.

4. Employees assigned to different positions and those who take leave of absence will have right of first refusal to their previous position the following school year.
- J. **Front Office Areas:** Office staff and other staff who normally have regular contact with parents and members of the public shall be provided with plexi-glass or plastic guards in their workspaces, or other appropriate protections as requested by the employee. No parent or member of the public may enter any building without properly wearing a mask. In office areas where students/visitors may enter, they will be directed to stand on tape or other markings placed on the floor no less than six square feet apart. If the number of visitors exceeds the number of markers, overflow will follow signage to wait outside with other 6-foot distancing markers.
 - K. **Communication with students and families:** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, visuals/infographics, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.
 - L. **Supervision for compliance:** The District shall designate a supervisor for each building to oversee employee health and safety as their primary duty. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to both WSD and WAE.
 1. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.
 2. These supervisors or their designees shall also be responsible for monitoring coach/advisor and student compliance for athletics/extracurricular activities.
 3. These supervisors shall meet at least bimonthly to review new official guidelines, COVID-19 research, and safety measures and adjust District protocol as appropriate.
 - M. **Employee Rights to a Safe Work Environment:** District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises.
 1. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation and building administration will take

over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until the contracted day ends or until the safety concern is addressed and adequately resolved, whichever occurs first.

2. Employees in violation of health and safety guidelines may be subject to discipline. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the Union has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.

III. Employee Assignments

- A. **Substitute Teaching and Supervision:** No regular employee will substitute for or supervise a different group of students than their assigned classroom or caseload. In the event of a substitute shortage, administration/District personnel will be asked to substitute.

IV. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols at all times.

- A. With District guidance, each building's safety and equity committees shall design age and culturally appropriate student expectations that will enable them to follow safety protocols. These expectations shall be enforced equitably across the district.
- B. The District shall provide daily disposable masks for all employees and students as needed. No student shall be permitted to enter any school facility or vehicle unless they are wearing a mask, except as outlined in Section II.1 above.
- C. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as needed thereafter. WSD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
- D. Students new to the district after the start of the school year, and students only on campus for certain programs/activities/athletics, will also be provided time with a nurse, or administrator designee to become familiar with universal screening and instruction on health and safety protocols as described above.
- E. If it is determined that a student willfully and knowingly violates safety protocols, the student may be excluded from the classroom in accordance with the collective bargaining agreement and state law, until they agree to follow safety protocols.

- F. Situations such as these will be treated with the seriousness of the worst-case harm that could arise (i.e. infection, lifelong disability, death). Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. The District will treat COVID-19 safety violations such as repeatedly not wearing masks or repeatedly coughing or sneezing on others as high risk behavior. Safety violations will result in the development of a behavior plan/contract. The plan/contract will clearly articulate the expectations for the student along with the potential consequences including removal from the onsite learning environment. If the problem persists, it will result in the student's removal from the onsite learning environment. All learning opportunities will be provided remotely.

V. Evaluations:

For the duration of the Distance and Hybrid Learning Delivery Model, the district recognizes that there are some instructional framework indicators that may be difficult to identify in a virtual learning setting. Because each indicator is rated based on the components in that indicator using a preponderance of evidence collected throughout the year, the employee and the evaluator will put the focus on observational evidence rather than on artifacts. If OSPI provides recommendations regarding the evaluation process for certificated staff, the district and the association will meet to discuss the recommendations and make mutually agreed upon updates to the evaluation process for the 2020-21 school year no later than Wednesday, September 30, 2020.

Certificated Evaluations

Item	Employment/Evaluation Status	Recommended Process
1	Focused evaluation	Proceed w/regular Focused Evaluation Process.
2	Teachers in years two and beyond who are scheduled for a Comprehensive evaluation under RCW 28A.405.100.	Decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation. Determination of the two criteria may be made according to the current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher's evaluator, per WAC 392-191A-120 and 392-191A-210. Teachers can be moved to a regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15.

3	Teachers in their first year of teaching, on a Comprehensive evaluation.	Should an employee prefer to complete the full Comprehensive process, the employee will be given the option to do so otherwise the employee will be evaluated using the Modified Comprehensive by identifying two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining criteria to be scored “Basic” as default score. The District will note the use of “default scores due to the circumstances of the COVID-19 pandemic” where applicable. Determination of the scored criteria may be made according to the current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher’s or principal’s evaluator, per WAC 392-191A-120 or 392-191A-210. If adequate evidence that clearly indicates Proficient practice is provided for default criteria, evaluator may override the Basic score
4	Teachers with two or more years of successful performance in another Washington state district or another state who are in their first year of teaching/leading in a new district (and, therefore, on a Comprehensive evaluation) “Provisional 3.”	Use the traditional Comprehensive process OR use process identified in #2 above
5	Teachers on probation or a plan of improvement.	The District and the WAE address on a case-by-case basis.

VI. Leave

Leave Options Due COVID-19

- A. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.
- B. The Families First Coronavirus Response Act (FFCRA) provides eligible employees up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:
 - 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
 - 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
 - Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to \$200 daily and \$12,000 total

Employees may use existing accrued leave to cover the compensation gap if the qualifying reason for paid sick leave provides 2/3 pay, or if additional time off (leave) is needed.

HR will develop a leave of absence request form specific to these new leaves for employees to use; HR will coordinate the use of leave with the employee during the leave approval process. These provisions will apply through December 31, 2020. If this leave is continued by the Federal Government, the District shall continue offering this leave. If the Federal Government does not continue offering this leave, the Association and the District agree to meet to discuss possible options to support employees.

Qualifying Reasons for 80 hours of Paid Sick Leave Related to COVID-19

An employee is eligible to take leave related to COVID-19 if the employee is unable to work including unable to work from home, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);

- 5. is caring for his or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons; or
- 6. is experiencing any other substantially similar condition specified by the U.S. Department of Health and Human Services.

C. Expanded Family and Medical Leave Act (Expanded FMLA).

Expanded FMLA applies to employees who are unable to work, on site or remotely, because their child's school or place of care is closed (or childcare provider is unavailable).

An employee who has been employed by the District for at least 30 days prior to their request to take Expanded FMLA, will be compensated at 2/3 of their normal pay, subject to a cap of \$200 per day and \$12,000 total. Employees will be paid accordingly for ten (10) additional weeks beyond the two weeks of COVID-19 Sick Leave, if the employee is unable to work (including working remotely) because they are caring for a child(ren) whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 reasons.

An employee may use accrued sick or personal leave to receive full compensation instead of receiving 2/3 pay while on approved Expanded FMLA. An employee who exhausts their sick and/or personal leave time before their ten (10) weeks of Expanded FMLA is up, will be paid at 2/3 of their normal pay (subject to the caps) for the remainder of the ten weeks of Expanded FMLA.

D. Employees who are in a high-risk category as described by the Centers for Disease Control and Prevention and as confirmed by a doctor's note for underlying medical conditions will use one of the following options;

- i. As provided by the Washington State Governor's Proclamation 20-46 and lasting through the duration of the current state of emergency initially proclaimed in Proclamation 20-05, or until otherwise rescinded or amended, at risk employees are protected in the following ways:
 - i. The District is required to seek any and all options for alternative work arrangements.
 - ii. The District is required to permit any high-risk employee in a situation where an alternative work arrangement is not feasible to use any available employer granted accrued leave or unemployment insurance in any sequence at the discretion of the employee.
 - iii. The District is required to fully maintain all employer-related health insurance benefits until the employee is deemed eligible to return to work.
 - iv. The District is prohibited from taking adverse employment action against an employer for exercising their rights under this Proclamation

that would result in loss of the employee's current employment position by permanent replacement.

VII. Hybrid Schedule

The District will construct a schedule that meets the requirements of the Governor's Safe Start Washington phased plan requirements (if applicable), public health and safety requirements and OSPI's "Reopening Washington Schools 2020: District Planning Guide". The Association and District will work in collaboration with building leadership teams and other interested Association members to develop hybrid learning schedules at the elementary, middle and high school levels. The district will make the final decision.

VIII. Remote to Hybrid Decision

The District will follow the most current recommendations (e.g. The Department of Health "Decision Tree" identifies COVID cases < 76 per 100,000 for hybrid learning, trend in cases or hospitalizations, etc) and guidance for safe opening of schools provided by Clark County Public Health when making the decision to move to hybrid learning. The District commits to communicating with the Association weekly updates regarding moving to hybrid learning and will ensure widespread communication is shared when transitioning between learning models. The District will provide a minimum of five school days notice once the decision has been made to move from distance/remote learning to hybrid learning in order to provide employees time to transition to in person/on site teaching and learning. The District will provide a COVID-19 Staff Handbook that includes the building schedule (subject to minor changes) and health and safety protocol two weeks prior to moving to hybrid teaching and learning (updated 1/15/21) and will be reviewed with staff no less than 5 days prior to moving to hybrid to go over the handbook. This will take place during the contracted day. The District will communicate with the Association the transition plan from distance/remote learning to hybrid learning. If there is a decision to move back to distance/remote learning from hybrid, the move will happen immediately.

IX. Small Group

For in-person, small group instruction prior to the District-wide decision to move to Hybrid, classes shall be limited to no more than 10 students in a group at any time. Health and safety guidelines as outlined in this MOU shall be followed by all employees, students, and visitors. Any small group, in person instruction shall be voluntary on behalf of the educator.

X. Union Rights

The district shall provide access to Zoom accounts with adequate group capacity at the request of the Union to conduct these meetings. The District will provide a staff meeting for the MOU to be presented.

XI. Duration

This MOU shall remain in effect through the 2020-21 school year or until 90 days after the end of the declared COVID state of emergency, whichever comes last. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts within five (5) days. Should the DOH guidelines allow the return to full-time in-person instruction, the district will provide five (5) days notice to WAE. All pertinent safety protocols recommended by DOH, L&I (temperature checks, mask wearing, sanitizing, hand washing, etc.) shall remain in place for the duration of full time in person instruction until collaboration can occur between the District and WAE. All other provisions of the collective bargaining agreement shall remain in place.



 For WAE

 1.20.21

Date



 For WSD

 1.21.21

Date

**Memorandum of Understanding Between
Washougal Union of Educators (WAE) and the Washougal School District (WSD)
Hybrid Working Conditions**

Agreements Related to Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19 for the 2020-21 school year.

Whereas, Washougal School District (District) and Washougal Association of Educators (Union), the "parties", share an interest in maintaining the health and safety of all members of our Washougal School community;

Whereas, the impact of the coronavirus pandemic is resulting in widespread concern across the community regarding the potential of continued spread of the virus;

Whereas, the District is committed to assist in community and nation-wide efforts to limit the spread of the virus;

Whereas, WAE represents certificated instructional staff, any agreement reached between the parties shall apply to all WAE represented employees;

Whereas, the WAE have serious reservations about the safety and feasibility of opening school buildings as planned in an hybrid model and;

Whereas, COVID-19 continues to create a public health emergency and the Office of the Superintendent of Public Instruction has issued requirements for the 2020-2021 school year that substantially affect the wages, hours, and working conditions of all Unions' members;

Whereas, Public Health and the Office of Superintendent of Public Instruction (OSPI) continues to provide guidelines and recommendations regarding schools;

Whereas, OSPI expects districts to provide 180 days of instruction to our students and a minimum 1027 instructional hours for the 2020-21 school year;

Whereas, WAE are especially concerned because the dangers of COVID-19 disproportionately impact communities of color and people in poverty;

And whereas, it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to all bargaining units:

I. Student and Staff Health Precautions

A. Face coverings:

1. All employees, students, and building visitors shall properly wear a cloth mask that covers the chin, mouth, and nose, while at any district facility or in any district vehicles or attending any district event, except:
 - i. Those with a disability that would prevent them from wearing or removing a mask;
 - ii. Those with diagnosed respiratory conditions that would prevent wearing mask, or trouble breathing;
 - iii. Those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - iv. Those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person
 - v. District employees who provide services to students who receive communications services
2. The District shall provide daily disposable masks for all employees and students as needed.
3. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
4. Face shields may not replace masks but may be used simultaneously. Anyone who cannot wear a mask for reasons outlined (I)(A)(1)(i-v) above but can wear a face shield fitted with a drape must do so. The District shall provide face shields in these instances.
5. Employees working with students who cannot wear a mask for the reasons described in (I)(A)(1)(i-iv) above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade respirator masks, eye protection/face shields, gloves and clothing, as described by the L&I, the DOH, and the CDC.
6. For students who are not exempt from the face covering requirement, each building will take steps to educate the students on safety compliance, implement positive behavior interventions, recommend alternative face coverings, and, when appropriate/necessary, consult with the student's parent or guardian. Building administration will be responsible for any student discipline regarding face masks.

B. Health Screenings: Prior to entering any school facility, students and employees will be screened for COVID-19 symptoms and will have their temperature checked by district personnel. A District attestation form must be completed online or in hardcopy form. No student or employee will enter any school facility if they display any COVID-19 symptoms. Health screening forms must be provided in the home language of students' families/ guardians.

1. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.
2. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
3. Anyone not wearing a mask in accordance with section (I)(A)(1)(i-iv) will not be allowed to enter the building without a mask.
4. Each building will have a plan in place for screening students, staff, and any visitors who arrive at other times throughout the day.
5. All buildings shall have designated entrance points for every building.
6. All buildings shall have a designated isolation room for suspected COVID-19 cases.
7. In addition to the health screening, all employees, students and visitors shall be required to sanitize their hands and have PPE available as needed prior to entering any District building.
8. District personnel shall also keep a tracking sheet of all people who enter and exit each building.

C. Physical Distancing: Practice physical distancing of at least three feet or more between students within groups and in classrooms. In certain circumstances (described below), students must still maintain six feet of distance. Staff should continue to maintain six feet of physical distance from other staff and students in classrooms and otherwise.

1. At least six feet of distance must be maintained for the following circumstances:
 - Between staff in the school building and between adults and students.
 - For all staff and students
 - In common areas, such as auditoriums.
 - When masks can't be worn, such as when eating.
 - During activities when increased exhalation occurs, such as singing, shouting, band practice, or physical education. These activities should be moved outdoors or to large, well-ventilated spaces whenever possible.

Capacity for students and staff in any facility and/or classroom shall be limited by physical distancing requirements. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling as described in section III.

2. Prior to the first student contact day, employees shall collaborate with administrators and custodial staff to determine the number of students that may be in a classroom or other facility while observing physical distancing.
3. Prior to the first contracted Hybrid work day, the District will ensure that all HVAC systems provide adequate air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another room or office space. The HVAC filters shall be changed in the school sites at a minimum of (4) times a year. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.
4. The district shall provide appropriate PPE (as described in II.A.5) and training for employees who must perform tasks that cannot be accomplished with physical distancing.
5. Staff break rooms and staff lunch rooms will be open to the extent social distancing can be respected as determined by the COVID supervisor. Signs stating capacity shall be posted outside each staff room door. Additional employees beyond the capacity stated shall be allowed to eat in the cafeteria while socially distanced. Employees are encouraged to disinfect their tables afterward. Printer/mailbox rooms shall be supplied with disinfectant wipes. If a transmission occurs within staff/lunch areas, staff communal areas will be closed for eating.
6. Students who are eating in the school cafeteria will sit at tables with barriers and will be as far apart as possible. All tables will be 6 feet apart. When feasible, students may be provided the choice to eat lunch outside and must remain socially distanced for the duration of the lunch period.

D. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. Hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, gymnasium, cafeteria, exits, and intersections.

E. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display any COVID-19 symptoms shall be isolated from others, asked to keep a mask on and sent home. The area where the symptomatic person waited will be aired out, cleaned and disinfected after they leave. The District shall communicate these policies to all staff via an electronic Building COVID-19 Handbook.

1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than the end of the contract day as long as the District is aware.

3. The district will create a process that will immediately and safely remove a staff member or student from the learning environment and accompany them to a designated, supervised area (Isolation room) separate from any potential interaction with students and non-supervising staff.
4. The District shall provide a COVID-19 Isolation room for excluded students to wait for their parents/ guardians.
 - i. This room shall be designated specifically for this purpose. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
 - ii. In the event a parent/guardian does not, or cannot, pick up their child within two (2) hours, or cannot be reached, the District will notify the family's emergency contact and provide transportation of the child to that contact's (or parent's) location.
 - iii. The District will create and implement a plan for each building that will prevent any staff member or student confirmed with COVID-19 or suspected of having COVID-19 from returning to school until it is appropriate for them to return based on the guidance provided by Clark County Public Health and Washington State Department of Health.

F. Exposure to COVID-19: Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible.

1. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.
2. In the event any school or facility closes because of a case of COVID-19, the district will follow the guidance by the Clark County Public Health Department which may include all other schools and facilities including buses that share students and staff may be included in the closure, quarantining, and contact tracing measures.

G. Meetings: Meetings, including professional development, of groups of more than six (6) people shall be provided remotely. Meetings of fewer than six (6) people may be held in spaces where social distancing is possible, or the meeting can be held remotely. Employees may opt to attend in-person meetings remotely.

H. Sanitation of facilities: The district shall provide custodial support to disinfect all surfaces used by students in between use by different students when possible.

1. The district shall not rent or otherwise use any school facility after hours for non-WIAA groups, sports or activities with the exception of essential childcare services.
2. The District shall provide plastic partitions for employee desks and work spaces at the request of the employee.
3. At the Elementary School Level: Teaching staff will keep desk surfaces clean, and disinfect as appropriate and once per day. Since elementary students use the same desk throughout the day, cross student exposure risk from the desk is low, thus a focus will be on handwashing and hand sanitizing when re-entering the room. Where possible, students will not share supplies and educational materials; where supplies or manipulatives are used between students, rest time between uses and/or disinfection of the items will be required.
4. At the Middle and High School Levels: Teaching staff will keep desk surfaces clean. Disinfection will be required between desk uses by different students. Most classrooms will be at half occupancy thus desks may generally be disinfected between every other period, as opposed to between every period.
5. Cleaning materials, including alcohol based disinfectant/hand sanitizer, other appropriate disinfection agents, disposable towels, and disposable gloves will be provided in every classroom and primary work area.
6. Training will be provided to teaching staff on disinfection protocols, including using the proper personal protective equipment where recommended, and providing the proper dwell or contact time for the disinfectant.
7. Other high touch areas of the classroom will be disinfected daily as part of the custodial workload.
8. In instances of confirmed COVID-19 cases, building-wide sanitation protocols will be followed.
9. Communication of deep cleaning and sanitizing practices that are being developed and custodians are being trained on as a result of COVID will be developed and distributed to all employees, inclusive of preparations that staff need to be aware of to support these cleaning protocols.
10. Time to clean between periods will be considered a priority when developing the schedules.

I. Employees in high-risk categories: The district will request that employees in high-risk categories as defined by the CDC per Governor Inslee's Proclamation 20-46.2, self-identify and enter an interactive dialogue with the district regarding accommodations, possible alternative work assignment or access any or all benefits under the terms of the CBA or law:

1. Employees are asked to provide a doctor's note affirming that they are in a high-risk category.
 2. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to find alternate work settings (e.g. remote teaching) that match the employee's endorsements, experience, and/or skill set.
 3. Priority for remote teaching positions will be given to those in high-risk groups, as defined above. Positions will be offered in order of seniority.
 - i. Second priority for remote teaching positions will be given to any other employees. Positions will be offered in order of seniority.
 - ii. Each building will devise a process by which employees working remotely may schedule limited, documented access to on-site resources/their classroom when students are not present.
 4. Employees assigned to different positions and those who take leave of absence will have right of first refusal to their previous position the following school year.
- J. **Front Office Areas:** Office staff and other staff who normally have regular contact with parents and members of the public shall be provided with plexi-glass or plastic guards in their workspaces, or other appropriate protections as requested by the employee. No parent or member of the public may enter any building without properly wearing a mask. In office areas where students/visitors may enter, they will be directed to stand on tape or other markings placed on the floor no less than six square feet apart. If the number of visitors exceeds the number of markers, overflow will follow signage to wait outside with other 6-foot distancing markers.
- K. **Communication with students and families:** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, visuals/infographics, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.
- L. **Supervision for compliance:** The District shall designate a supervisor for each building to oversee employee health and safety as their primary duty. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to both WSD and WAE.
1. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.

2. These supervisors or their designees shall also be responsible for monitoring coach/advisor and student compliance for athletics/extracurricular activities.
3. These supervisors shall meet at least bimonthly to review new official guidelines, COVID-19 research, and safety measures and adjust District protocol as appropriate.

M. Employee Rights to a Safe Work Environment: District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises.

1. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation and building administration will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until the contracted day ends or until the safety concern is addressed and adequately resolved, whichever occurs first.
2. Employees in violation of health and safety guidelines may be subject to discipline. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the Union has the right to be involved in the resolution of any such concerns. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.

III. Employee Assignments

- A. **Substitute Teaching and Supervision:** No regular employee will substitute for or supervise a different group of students than their assigned classroom or caseload at the elementary level. In the event of a substitute shortage at the secondary (middle and high school) level, Section 3.14 (Covering Classes) shall be in effect.

IV. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols at all times.

- A. With District guidance, each building's safety and equity committees shall design age and culturally appropriate student expectations that will enable them to follow safety protocols. These expectations shall be enforced equitably across the district.
- B. The District shall provide daily disposable masks for all employees and students as needed. No student shall be permitted to enter any school facility

or vehicle unless they are wearing a mask, except as outlined in Section II.1 above.

- C. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as needed thereafter. WSD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
- D. Students new to the district after the start of the school year, and students only on campus for certain programs/activities/athletics, will also be provided time with a nurse, or administrator designee to become familiar with universal screening and instruction on health and safety protocols as described above.
- E. If it is determined that a student willfully and knowingly violates safety protocols, the student may be excluded from the classroom in accordance with the collective bargaining agreement and state law, until they agree to follow safety protocols.
- F. Situations such as these will be treated with the seriousness of the worst-case harm that could arise (i.e. infection, lifelong disability, death). Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. The District will treat COVID-19 safety violations such as repeatedly not wearing masks or repeatedly coughing or sneezing on others as high risk behavior. Safety violations will result in the development of a behavior plan/contract. The plan/contract will clearly articulate the expectations for the student along with the potential consequences including removal from the onsite learning environment. If the problem persists, it will result in the student's removal from the onsite learning environment. All learning opportunities will be provided remotely.

V. Evaluations:

For the duration of the Distance and Hybrid Learning Delivery Model, the district recognizes that there are some instructional framework indicators that may be difficult to identify in a virtual learning setting. Because each indicator is rated based on the components in that indicator using a preponderance of evidence collected throughout the year, the employee and the evaluator will put the focus on observational evidence rather than on artifacts. If OSPI provides recommendations regarding the evaluation process for certificated staff, the district and the association will meet to discuss the recommendations and make mutually agreed upon updates to the evaluation process for the 2020-21 school year no later than Wednesday, September 30, 2020.

Certificated Evaluations

Item	Employment/Evaluation Status	Recommended Process
1	Focused evaluation	Proceed w/regular Focused Evaluation Process.
2	Teachers in years two and beyond who are scheduled for a Comprehensive evaluation under RCW 28A.405.100.	Decide on two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining six criteria to be scored by assigning score received in most recent Comprehensive evaluation. Determination of the two criteria may be made according to the current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher's evaluator, per WAC 392-191A-120 and 392-191A-210. Teachers can be moved to a regular Comprehensive cycle (all 8 criteria) if notified in writing by December 15.
3	Teachers in their first year of teaching, on a Comprehensive evaluation.	Should an employee prefer to complete the full Comprehensive process, the employee will be given the option to do so otherwise the employee will be evaluated using the Modified Comprehensive by identifying two criteria to be formally scored using evidence provided during the 2020–21 school year. Remaining criteria to be scored "Basic" as default score. The District will note the use of "default scores due to the circumstances of the COVID-19 pandemic" where applicable. Determination of the scored criteria may be made according to the current negotiated process for choosing criterion for Focused evaluation, which must include approval by the teacher's or principal's evaluator, per WAC 392-191A-120 or 392-191A-210. If adequate evidence that clearly indicates Proficient practice is provided for default criteria, evaluator may override the Basic score
4	Teachers with two or more years of successful performance in another Washington state district or another state who are in their first year of teaching/leading in a new district (and, therefore, on a Comprehensive evaluation)	Use the traditional Comprehensive process OR use process identified in #2 above

	"Provisional 3."	
5	Teachers on probation or a plan of improvement.	The District and the WAE address on a case-by-case basis.

VI. Leave

Leave Options Due COVID-19

- A. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.
- B. The Families First Coronavirus Response Act (FFCRA) provides eligible employees up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:
 - 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
 - 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
 - Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to \$200 daily and \$12,000 total

Employees may use existing accrued leave to cover the compensation gap if the qualifying reason for paid sick leave provides 2/3 pay, or if additional time off (leave) is needed.

HR will develop a leave of absence request form specific to these new leaves for employees to use; HR will coordinate the use of leave with the employee during the leave approval process. These provisions will apply through December 31, 2020. If this leave is continued by the Federal Government, the District shall continue offering this leave. If the Federal Government does not continue offering this leave, the Association and the District agree to meet to discuss possible options to support employees.

Qualifying Reasons for 80 hours of Paid Sick Leave Related to COVID-19

An employee is eligible to take leave related to COVID-19 if the employee is unable to work including unable to work from home, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for his or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons; or
6. is experiencing any other substantially similar condition specified by the U.S.

Department of Health and Human Services.

C. Expanded Family and Medical Leave Act (Expanded FMLA).

Expanded FMLA applies to employees who are unable to work, on site or remotely, because their child's school or place of care is closed (or childcare provider is unavailable).

An employee who has been employed by the District for at least 30 days prior to their request to take Expanded FMLA, will be compensated at 2/3 of their normal pay, subject to a cap of \$200 per day and \$12,000 total. Employees will be paid accordingly for ten (10) additional weeks beyond the two weeks of COVID-19 Sick Leave, if the employee is unable to work (including working remotely) because they are caring for a child(ren) whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 reasons.

An employee may use accrued sick or personal leave to receive full compensation instead of receiving 2/3 pay while on approved Expanded FMLA. An employee who exhausts their sick and/or personal leave time before their ten (10) weeks of

Expanded FMLA is up, will be paid at 2/3 of their normal pay (subject to the caps) for the remainder of the ten weeks of Expanded FMLA.

- D. Employees who are in a high-risk category as described by the Centers for Disease Control and Prevention and as confirmed by a doctor's note for underlying medical conditions will use one of the following options;
- i. As provided by the Washington State Governor's Proclamation 20-46 and lasting through the duration of the current state of emergency initially proclaimed in Proclamation 20-05, or until otherwise rescinded or amended, at risk employees are protected in the following ways:
 - i. The District is required to seek any and all options for alternative work arrangements.
 - ii. The District is required to permit any high-risk employee in a situation where an alternative work arrangement is not feasible to use any available employer granted accrued leave or unemployment insurance in any sequence at the discretion of the employee.
 - iii. The District is required to fully maintain all employer-related health insurance benefits until the employee is deemed eligible to return to work.
 - iv. The District is prohibited from taking adverse employment action against an employer for exercising their rights under this Proclamation that would result in loss of the employee's current employment position by permanent replacement.

VII. Hybrid Schedule

The District will construct a schedule that meets the requirements of the Governor's Safe Start Washington phased plan requirements (if applicable), public health and safety requirements and OSPI's "Reopening Washington Schools 2020: District Planning Guide". The Association and District will work in collaboration with building leadership teams and other interested Association members to develop hybrid learning schedules at the elementary, middle and high school levels. The district will make the final decision.

VIII. Remote to Hybrid Decision

The District will follow the most current recommendations (e.g. The Department of Health "Decision Tree" identifies COVID cases < 76 per 100,000 for hybrid learning, trend in cases or hospitalizations, etc) and guidance for safe opening of schools provided by Clark County Public Health when making the decision to move to hybrid learning. The District commits to communicating with the Association weekly updates regarding moving to hybrid learning and will ensure widespread communication is shared when transitioning between learning models. The District will provide a minimum of five school days notice once the decision has been made to move from

distance/remote learning to hybrid learning in order to provide employees time to transition to in person/on site teaching and learning. The District will provide a COVID-19 Staff Handbook that includes the building schedule (subject to minor changes) and health and safety protocol two weeks prior to moving to hybrid teaching and learning (updated 1/15/21) and will be reviewed with staff no less than 5 days prior to moving to hybrid to go over the handbook. This will take place during the contracted day. The District will communicate with the Association the transition plan from distance/remote learning to hybrid learning. If there is a decision to move back to distance/remote learning from hybrid, the move will happen immediately.

IX. Small Group

For in-person, small group instruction prior to the District-wide decision to move to Hybrid, classes shall be limited to no more than 10 students in a group at any time. Health and safety guidelines as outlined in this MOU shall be followed by all employees, students, and visitors. Any small group, in person instruction shall be voluntary on behalf of the educator.

X. Union Rights

The district shall provide access to Zoom accounts with adequate group capacity at the request of the Union to conduct these meetings. The District will provide a staff meeting for the MOU to be presented.

XI. Duration

This MOU shall remain in effect through the 2020-21 school year or until 90 days after the end of the declared COVID state of emergency, whichever comes last. In the event new, binding guidance or legislation comes into effect during this time, such as a waiver of the 1027- hour rule, the parties shall meet to bargain the impacts within five (5) days. Should the DOH guidelines allow the return to full-time in-person instruction, the district will provide five (5) days notice to WAE. All pertinent safety protocols recommended by DOH, L&I (temperature checks, mask wearing, sanitizing, hand washing, etc.) shall remain in place for the duration of full time in person instruction until collaboration can occur between the District and WAE. All other provisions of the collective bargaining agreement shall remain in place.

Amended Sections I D & III A - March 29, 2021

For WAE

For WSD

Date

Date

**Memorandum of Understanding Between
Washougal Union of Educators (WAE) and the Washougal School District (WSD)
Working Conditions**

Agreements Related to Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19 for the 2021-22 school year.

Whereas, Washougal School District (District) and Washougal Association of Educators (Union), the "parties", share an interest in maintaining the health and safety of all members of our Washougal School community;

Whereas, WAE represents certificated instructional staff, any agreement reached between the parties shall apply to all WAE represented employees;

Whereas, WAE are especially concerned because the dangers of COVID-19 disproportionately impact communities of color and people in poverty;

And whereas, it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to all bargaining units:

I. Student and Staff Health Precautions

A. Face coverings:

1. All employees, students, and building visitors shall properly wear a cloth mask that covers the chin, mouth, and nose, while indoors at any district facility or in any district vehicles, except:
 - i. Those with a disability that would prevent them from wearing or removing a mask;
 - ii. Those with diagnosed respiratory conditions that would prevent wearing mask, or trouble breathing;
 - iii. Those who are deaf or hard of hearing and use facial and mouth movements as part of communication
 - iv. Those advised by a medical, legal, or behavioral health professional that wearing a mask would pose a risk to that person
District employees who provide services to students who receive communications services
 - v. Lunch breaks as specified under C(5)
2. The District shall provide daily disposable masks for all employees and students as needed.

3. Employees may choose to provide their own masks that meet the same standard of effectiveness as District-provided masks.
4. Face shields may not replace masks but may be used simultaneously. Anyone who cannot wear a mask for reasons outlined (I)(A)(1)(i-v) above but can wear a face shield fitted with a drape must do so. The District shall provide face shields in these instances.
5. Employees working with students who cannot wear a mask for the reasons described in (I)(A)(1)(i-iv) above shall be provided all appropriate personal protective equipment (PPE), including but not limited to medical grade respirator masks, eye protection/face shields, gloves and clothing, as described by the L&I, the DOH, and the CDC.
6. For students who are not exempt from the face covering requirement, each building will take steps to educate the students on safety compliance, implement positive behavior interventions, recommend alternative face coverings, and, when appropriate/necessary, consult with the student's parent or guardian. Building administration will be responsible for any student discipline regarding face masks.

B. Health Screenings: Prior to entering any school facility, students, employees, visitors will be screened for COVID-19 symptoms and will have their temperature checked by district personnel. No student, employee, or visitors will enter any school facility if they display any COVID-19 symptoms.

1. Employees assisting with health screenings shall be provided all appropriate medical grade PPE by the District, as described by the DOH, CDC, and L&I, and training on how to safely conduct health screenings.
2. Screening shall be performed with contactless thermometers in order to maintain sterile environments.
3. Anyone not wearing a mask in accordance with section (I)(A)(1)(i-iv) will not be allowed to enter the building without a mask.
4. Each building will have a plan in place for screening students, staff, and any visitors who arrive at other times throughout the day.
5. All buildings shall have designated entrance points for every building.
6. All buildings shall have a designated isolation room for suspected COVID-19 cases.
7. In addition to the health screening, all employees, students and visitors shall be required to sanitize their hands and have PPE available as needed prior to entering any District building.
8. District personnel shall keep a tracking sheet of all visitors who enter and exit each building.

C. Physical Distancing: Physical distancing requirements of 6 feet between District employees must be maintained at all times. The District shall make every effort to maintain physical distancing guidelines of 3 feet between students as encouraged by the K-12 COVID-19 Requirements for Summer 2021 and the 2021-2022 School Year August report (8/11/21), except for Music and Physical Education classes where the three feet distancing will be required for all students. In recognition of these "high-risk" activities per the DOH definition specifying "increased exhalation and aerosolization," students shall be provided separate medical masks by the District specifically for these classes.

All student assemblies shall be virtual until October 1st, 2021. Both parties shall convene on September 30th to determine the circumstances under which assemblies would occur, if at all.

1. It is understood that this may limit the number of students in a classroom or facility at any given time, and may require alternative scheduling as described in section III.
2. Prior to the first student contact day, employees shall collaborate with administrators and custodial staff to determine the number of students that may be in a classroom or other facility while observing physical distancing.
3. The District will ensure that all HVAC systems provide adequate air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another room or office space. The HVAC filters shall be changed in the school sites at a minimum of (4) times a year. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.
4. The district shall provide appropriate PPE (as described in II.A.5) and training for employees who must perform tasks that cannot be accomplished with physical distancing.
5. Staff break rooms and staff lunch rooms will be open to the extent social distancing can be respected as determined by the COVID supervisor. Signs stating capacity shall be posted outside each staff room door. Additional employees beyond the capacity stated shall be allowed to eat in the staff lounge while socially distanced and separated by plastic barriers when available. Employees are encouraged to disinfect their tables afterward. Printer/mailbox rooms shall be supplied with disinfectant wipes. If a transmission occurs within staff/lunch areas, staff communal areas will be closed for eating.
6. Students who are eating in the school cafeteria will sit at tables with barriers when available and will be as far apart as possible. When feasible, students

may be provided the choice to eat lunch outside and must remain socially distanced for the duration of the lunch period.

- D. Handwashing:** The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. Hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, gymnasium, cafeteria, exits, and intersections.
- E. Exclusion of students and staff with COVID-19 symptoms:** Students and staff who display any COVID-19 symptoms shall be isolated from others, asked to keep a mask on and sent home. The area where the symptomatic person waited will be aired out, cleaned and disinfected after they leave. The District shall communicate these policies to all staff via an electronic Building COVID-19 Handbook.
1. Classrooms and other facilities used by a student or staff member who is excluded as described above shall be evacuated as soon as possible, and will be disinfected according to CDC, DOH, and OSPI guidelines.
 2. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than the end of the contract day as long as the District is aware.
 3. The district will create a process that will immediately and safely remove a staff member or student from the learning environment and accompany them to a designated, supervised area (Isolation room) separate from any potential interaction with students and non-supervising staff.
 4. The District shall provide a COVID-19 Isolation room for excluded students to wait for their parents/ guardians.
 - i. This room shall be designated specifically for this purpose. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.
 - ii. In the event a parent/guardian does not, or cannot, pick up their child within two (2) hours, or cannot be reached, the District will notify the family's emergency contact and provide transportation of the child to that contact's (or parent's) location.
 - iii. The District will create and implement a plan for each building that will prevent any staff member or student confirmed with COVID-19 or suspected of having COVID-19 from returning to school until it is appropriate for them to return based on the guidance provided by Clark County Public Health and Washington State Department of Health.
- F. Exposure to COVID-19:** Employees who are exposed to any student or other district employee who displays COVID-19 symptoms or who has a suspected or confirmed case of COVID-19, or who are exposed to any student or staff member

who was in close contact with someone with a confirmed or suspected case of COVID-19 shall be notified by the district as soon as reasonably possible.

1. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure or contracted COVID-19 (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.
2. In the event any school or facility closes because of a case of COVID-19, the district will follow the guidance by the Clark County Public Health Department which may include all other schools and facilities including buses that share students and staff may be included in the closure, quarantining, and contact tracing measures.

G. Meetings: Meetings, including professional development, and events involving community, may be held in spaces where social distancing is possible. Employees may opt to attend in-person meetings remotely and are asked to notify their direct supervisor if they choose to do so.

H. Sanitation of facilities: The district shall provide custodial support to disinfect all surfaces used by students:

1. The District shall provide plastic partitions for employee desks and work spaces at the request of the employee.
2. At the Elementary School Level: Teaching staff are encouraged to keep desk surfaces clean, and disinfect as appropriate and once per day. Since elementary students use the same desk throughout the day, cross student exposure risk from the desk is low, thus a focus will be on handwashing and hand sanitizing when re-entering the room. Where possible, students will not share supplies and educational materials; where supplies or manipulatives are used between students, rest time between uses and/or disinfection of the items will be required.
3. At the Middle and High School Levels: Teaching staff are encouraged to keep desk surfaces clean.
4. Upon request, cleaning materials, including alcohol based disinfectant/hand sanitizer, other appropriate disinfection agents, disposable towels, and disposable gloves will be provided in every classroom and primary work area.
5. Training will be provided to teaching staff on disinfection protocols, including using the proper personal protective equipment where recommended, and providing the proper dwell or contact time for the disinfectant.
6. Other high touch areas of the classroom will be disinfected daily as part of the custodial workload.

7. In instances of confirmed COVID-19 cases, building-wide sanitation protocols will be followed.
 8. Communication of deep cleaning and sanitizing practices that are being developed and custodians are being trained on as a result of COVID will be developed and distributed to all employees, inclusive of preparations that staff need to be aware of to support these cleaning protocols.
- I. **Employees in high-risk categories:** The district will request that employees in high-risk categories as defined by the CDC per Governor Inslee's Proclamation 20-46.2, self-identify and enter an interactive dialogue with the district regarding accommodations, possible alternative work assignment or access any or all benefits under the terms of the CBA or law:
1. Employees are asked to provide a doctor's note affirming that they are in a high-risk category.
 2. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to find alternate work settings (e.g. remote teaching) that match the employee's endorsements, experience, and/or skill set.
 3. Priority for remote teaching positions will be given to those in high-risk groups, as defined above. Positions will be offered in order of seniority.
 - i. Second priority for remote teaching positions will be given to any other employees. Positions will be offered in order of seniority.
 - ii. Each building will devise a process by which employees working remotely may schedule limited, documented access to on-site resources/their classroom when students are not present.
 4. Employees assigned to different positions and those who take leave of absence will have right of first refusal to their previous position the following school year.
- J. **Front Office Areas:** Office staff and other staff who normally have regular contact with parents and members of the public shall be provided with plexi-glass or plastic guards in their workspaces, or other appropriate protections as requested by the employee. No parent or member of the public may enter any building without properly wearing a mask. In office areas where students/visitors may enter, they will be directed to stand on tape or other markings placed on the floor no less than six square feet apart. If the number of visitors exceeds the number of markers, overflow will follow signage to wait outside with other 6-foot distancing markers.
- K. **Communication with students and families:** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be

provided in multiple formats, such as email, postal mail, visuals/infographics, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.

- L. **Supervision for compliance:** The District shall designate a supervisor for each building to oversee employee health and safety as their primary duty. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to both WSD and WAE.
 - 1. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.
 - 2. These supervisors or their designees shall also be responsible for monitoring coach/advisor and student compliance for athletics/extracurricular activities.
 - 3. These supervisors shall meet at least bimonthly to review new official guidelines, COVID-19 research, and safety measures and adjust District protocol as appropriate.

- M. **Employee Rights to a Safe Work Environment:** District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arises.
 - 1. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation and building administration will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until the contracted day ends or until the safety concern is addressed and adequately resolved, whichever occurs first. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.
 - 2. Employees in violation of health and safety guidelines may be subject to discipline. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the Union has the right to be involved in the resolution of any such concerns.

III. Employee Assignments

- A. **Substitute Teaching and Supervision:** No regular employee will substitute for or supervise a different group of students than their assigned classroom or caseload at the elementary level. In the event of a substitute shortage at the secondary (middle and high school) level, Section 3.14 (Covering Classes) shall be in effect.

IV. Safety and Discipline: Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols at all times.

- A. With District guidance, each building's safety and equity committees shall design age and culturally appropriate student expectations that will enable them to follow safety protocols. These expectations shall be enforced equitably across the district.
- B. The District shall provide daily disposable masks for all employees and students as needed. No student shall be permitted to enter any school facility or vehicle unless they are wearing a mask, except as outlined in Section II.1 above.
- C. Students will be provided age and culturally appropriate instruction on face-coverings, hygiene, and physical distancing starting no later than the first day of in-person school and ongoing instruction as needed thereafter. WSD will communicate these health and safety expectations to families prior to opening and encourage students to practice before returning to school.
- D. Students new to the district after the start of the school year, and students only on campus for certain programs/activities/athletics, will also be provided time with a nurse, or administrator designee to become familiar with universal screening and instruction on health and safety protocols as described above.
- E. If it is determined that a student willfully and knowingly violates safety protocols, the student may be excluded from the classroom in accordance with the collective bargaining agreement and state law, until they agree to follow safety protocols.
- F. Situations such as these will be treated with the seriousness of the worst-case harm that could arise (i.e. infection, lifelong disability, death). Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. The District will treat COVID-19 safety violations such as repeatedly not wearing masks or repeatedly coughing or sneezing on others as high risk behavior. Safety violations will result in the development of a behavior plan/contract. The plan/contract will clearly articulate the expectations for the student along with the potential consequences including removal from the onsite learning environment. If the problem persists, it will result in the student's removal from the onsite learning environment. All learning opportunities will be provided remotely.

V. Leave

Leave Options Due COVID-19

- A. In the event an employee is directed not to report to the work site due to a COVID -19 workplace exposure (as determined by the Clark County Public Health Department),

the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.

VI. COVID Vaccinations:

Per Proclamation 21-14.1 COVID-19 Vaccination Requirements, all education employees are required to be fully vaccinated for COVID-19 and will be required to provide proof of such vaccination by October 18, 2021.

A. COVID Vaccination Verification:

- i. The district will designate the fewest number of people as is reasonably possible to review and verify the employees' proof of vaccination.
- ii. The district will record acknowledgement that such proof has been provided for visual review by recording the employee's name, and date of vaccination(s) in a secure place separate from the employee's personnel file.
- iii. Employees may voluntarily submit an electronic copy of their vaccination record but no photocopies or electronic copies will be kept of the documents used to verify the employee's vaccination status.
- iv. The district will not share the personal health information of employees beyond the individuals designated in the review process or the COVID supervisor in order to implement the health and safety provisions at a worksite.

B. Failure to Prove Full Vaccination or Approved Accommodation/Exemption

- i. An employee who does not provide verification of full vaccination and does not have an approved accommodation for a medical or religious exemption by October 5, 2021 may request that they be placed on the COVID-19 re-employment list through April 15, 2022.
 1. Electing placement on the COVID re-employment list is voluntary and will waive any rights by the employee to a termination or any provisions of the CBA regarding employee dismissal.
 2. During the time on the COVID re-employment list should the employee decide to become fully vaccinated or should the mandatory vaccination order be lifted, the employee will be returned to a comparable open position that they left prior to being placed on the COVID-19 re-employment list.
 3. Employees on the re-employment list will not accrue seniority, however their seniority will not be lost while on the re-employment list and all other benefits will be reinstated.
 4. The district will not contest employees on the COVID-19 re-employment list if they apply for unemployment. Unemployment benefits will be determined by the state.
 5. If the employee has not become fully vaccinated or received the disability-related or religious exemption by April 15, 2022, the

employee's relationship with the district will be terminated and they will be required to apply as an outside applicant for future positions with the district.

VII. Union Rights

The district shall provide access to Zoom accounts with adequate group capacity at the request of the Union to conduct these meetings. The District will provide time within the contracted day for the MOU to be presented.

VIII. Duration

This MOU shall remain in effect through the 2021-22 school year. If the COVID state of emergency ends, the parties shall meet to bargain within five (5) days to determine the timeline for sunseting the MOU. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts within five (5) days. All pertinent safety protocols recommended by DOH, L&I mask wearing, sanitizing, hand washing, etc.) shall remain in place for the duration of full time in person instruction until collaboration can occur between the District and WAE. All other provisions of the collective bargaining agreement shall remain in place.

James J. Bennett
For WAE

9/2/21
Date

Mary Smith
For WSD

9/7/21
Date

**Memorandum of Understanding Between
Washougal Union of Educators (WAE) and the Washougal School District (WSD)
Working Conditions**

Agreements Related to Changes in Working Conditions & School Operations Due to Coronavirus/COVID-19 for the 2022-23 school year.

Whereas, Washougal School District (District) and Washougal Association of Educators (Union), the "parties", share an interest in maintaining the health and safety of all members of our Washougal School community;

Whereas, WAE represents certificated instructional staff, any agreement reached between the parties shall apply to all WAE represented employees;

Whereas, WAE are especially concerned because the dangers of COVID-19 disproportionately impact communities of color and people in poverty;

And whereas, it is the duty of the District to provide safe and equitable learning conditions for all students and staff, which explicitly serves Black, Indigenous, and students of color, students living in poverty, students who identify as LGBTQ+, and students receiving Special Education, English Language Learner, and McKinney-Vento services, the parties agree to the following, which shall apply to all bargaining units:

Student and Staff Health Precautions

A. Face coverings:

- a. The District shall provide daily disposable masks, KN95, and/or face shields for all employees and students as needed.
- b. Employees may choose to provide their own masks.
- c. Each building will provide a communication that will be shared with students, families and staff prior to school starting and during the first week of school the recent updates and include a message about the importance of being respectful of individual choices being made by students and staff about personal safety.

B. Health Screenings: No student, employee, or visitor will enter any school facility if they display any COVID-19 symptoms.

- a. All buildings shall have a designated isolation room for suspected COVID-19 cases.
- b. The District will provide sanitizer and disposable masks for employees, students and visitors who enter any District building.
- c. District personnel shall keep a tracking sheet of all visitors who enter and exit each building.

C. Mitigating Strategies:

- a. The District shall encourage staff and students to maintain physical distancing as much as reasonable.
- b. Both parties have agreed that indoor building level assemblies are allowed as long as spacing can be maintained as much as possible. When possible assemblies will be scheduled for outside to mitigate risk of exposure and transmission (considerations: weather, purpose, etc). Staff that are uncomfortable with attending an assembly shall communicate with their building administration will have the option of alternative duties such as supervising students who have chosen not to attend an assembly.
- c. The District will ensure that all HVAC systems provide adequate air circulation and filtration to prevent the spread of COVID-19 from one room or office space to another room or office space. The HVAC filters shall be changed in the school sites at a minimum of (4) times a year. If a room or office space lacks an exterior door or window and the HVAC system is unable to localize fresh air to those locations, employee(s) assigned to that room will be provided an alternate location.
- d. Printer/mailbox rooms shall be supplied with disinfectant wipes.
- e. High aerosol-producing band instruments are recommended to have bell covers when performing indoors.

D. Handwashing: The district shall provide adequate facilities and supplies for staff and student handwashing as required by OSPI's guidelines. Hand sanitizer dispensers will be provided outside of bathroom facilities, especially near entries, gymnasium, cafeteria, exits, and intersections.

E. Exclusion of students and staff with COVID-19 symptoms: Students and staff who display any COVID-19 symptoms shall be isolated from others, asked to keep a mask on and sent home. The area where the symptomatic person waited will be aired out, cleaned and disinfected after they leave. The District shall communicate these policies to all staff via an electronic Building COVID-19 Handbook.

- a. Employees who were exposed to a student or staff member who is excluded as described above shall be notified as soon as possible, but no later than the end of the contract day as long as the District is aware.
- b. The district will create a process that will immediately and safely remove a staff member or student from the learning environment and accompany them to a designated, supervised area (Isolation room) separate from any potential interaction with students and non-supervising staff.
- c. The District shall provide a COVID-19 Isolation room in alignment with DOH recommendations for excluded students to wait for their parents/ guardians.
 - i. No bargaining unit employee shall be required or expected to supervise students who are excluded with COVID-19 symptoms.

- ii. In the event a parent/guardian does not, or cannot, pick up their child within two (2) hours, or cannot be reached, the District will notify the family's emergency contact and provide transportation of the child to that contact's (or parent's) location.
- iii. Building health room teams will support the process of students and staff returning from COVID-19 isolation. The administration will create and implement a plan for enforcing the mask mandate and teachers will be informed which students are required to wear a mask; however, they will not be told student health information including test results. Teachers will get support from building administration with students regarding mask compliance. Students and staff who do not follow the masking requirement can return after day 10.

F. Exposure to COVID-19: Employees who are exposed to any student or other district employee with a confirmed case of COVID-19, shall be notified by the district as soon as reasonably possible.

- a. In the event an employee is directed not to report to the work site due to contracting COVID-19 at work the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely the employee will notify the human resource department and no leave shall be used by the employee and there will be no loss of compensation or seniority.
- b. In the event any school or facility closes because of a case of COVID-19, the district will follow the guidance by the Clark County Public Health Department which may include all other schools and facilities including buses that share students and staff may be included in the closure, quarantining, and contact tracing measures.

G. Meetings: Meetings, including professional development, and events involving community, may be held in spaces where social distancing is possible.

H. Sanitation of facilities: The district shall provide custodial support to disinfect all surfaces used by students.

- a. The District shall provide plastic partitions for employee desks and work spaces at the request of the employee.
- b. Upon request, cleaning materials, including alcohol based disinfectant/hand sanitizer, other appropriate disinfection agents, disposable towels, and disposable gloves will be provided in every classroom and primary work area.
- c. In instances of confirmed COVID-19 cases, building-wide sanitation protocols will be followed.

- I. **Employees in high-risk categories:** The district will request that employees in high-risk categories as defined by the CDC per Governor Inslee's Proclamation 20-46.2, self-identify and enter an interactive dialogue with the district regarding accommodations, possible alternative work assignment or access any or all benefits under the terms of the CBA or law:
- a. Employees are asked to provide a doctor's note affirming that they are in a high-risk category.
 - b. The District will make every reasonable effort (such as offering out-of-endorsement waivers for certificated staff/emergency certifications for paraeducators) to find alternate work settings (e.g. remote teaching) that match the employee's endorsements, experience, and/or skill set.
 - c. Priority for remote teaching positions will be given to those in high-risk groups, as defined above. Positions will be offered in order of seniority.
 - i. Second priority for remote teaching positions will be given to any other employees. Positions will be offered in order of seniority.
 - ii. Each building will devise a process by which employees working remotely may schedule limited, documented access to on-site resources/their classroom when students are not present.
 - d. Employees assigned to different positions and those who take leave of absence will have the right of first refusal to their previous position the following school year.
- J. **Communication with students and families:** Students and their families will receive regular communication from the building and/or district regarding health and safety expectations, including but not limited to wearing masks, physical distancing, handwashing, and health screenings. This communication must be provided in the home languages of students' families/guardians, and must be provided in multiple formats, such as email, postal mail, visuals/infographics, and phone calls. This communication shall be the responsibility of building or district administrators or their administrative designees.
- K. **Supervision for compliance:** The District shall designate a supervisor for each building to oversee employee health and safety as their primary duty. This supervisor shall actively monitor staff compliance with social distancing protocols and other safety precautions and report concerns to both WSD and WAE.
- a. Prior to any employees' first workday, employees shall be notified of the name and contact information of this supervisor. No bargaining unit member shall act as such a supervisor.
 - b. These supervisors or their designees shall also be responsible for monitoring coach/advisor and student compliance for athletics/extracurricular activities.

- c. These supervisors shall meet at least bimonthly to review new official guidelines, COVID-19 research, and safety measures and adjust District protocol as appropriate.
- L. Employee Rights to a Safe Work Environment:** District administration agrees to provide prompt direction to employees when questions or concerns regarding staff and student safety arise.
- a. In the event an employee does not believe the district is following advice from the Department of Health and/or Labor and Industries to adequately protect staff or student safety, the employee shall have the right to remove themselves from the unsafe situation and building administration will take over supervision of students until such time as the safety concern is properly addressed. The employee agrees to stay on the work site, but in a safe location, until the contracted day ends or until the safety concern is addressed and adequately resolved, whichever occurs first. The employee also has the right to file a complaint with the Labor and Industries Division of Occupational Safety and Health and the district will not discriminate or retaliate against an employee who files such a complaint.
 - b. Employees in violation of health and safety guidelines may be subject to discipline. The employee has the right to union representation if there are disputes over proper resolution of the safety concern and the Union has the right to be involved in the resolution of any such concerns.
- M. Recognition of Impact:** In recognition of the unique challenges presented by COVID-19 every current employee will receive one (1) Wellness Day. This day will not be deducted from existing leave banks, and may be taken at any time during the 2022-23 school year except within the first 5 days of school. Such date will be approved except in emergency circumstances or if a substitute is not available (if substitute is required). Wellness Days not used will expire after the last day of school for the 2022-23 school year.

Safety and Discipline

Ensuring the safety and health of students and staff shall be the district's first priority. Students shall be required to follow all safety protocols at all times.

- A. With District guidance, each building's safety and equity committees shall design age and culturally appropriate student expectations that will enable them to follow safety protocols. These expectations shall be enforced equitably across the district.
- B. The District shall provide daily disposable masks for all employees and students as needed.

- C. If it is determined that a student willfully and knowingly violates safety protocols, the student may be excluded from the classroom in accordance with the collective bargaining agreement and state law, until they agree to follow safety protocols.
- D. Situations such as these will be treated with the seriousness of the worst-case harm that could arise (i.e. infection, lifelong disability, death). Student discipline for any infraction described above shall be proportionate to the age and cognitive ability of each child. The District will treat COVID-19 safety violations such as repeatedly not wearing masks or repeatedly coughing or sneezing on others as high risk behavior. Safety violations will result in the development of a behavior plan/contract. The plan/contract will clearly articulate the expectations for the student along with the potential consequences including removal from the onsite learning environment. If the problem persists, it will result in the student's removal from the onsite learning environment. All learning opportunities will be provided remotely.

Leave Options Due COVID-19

- A. In the event an employee is directed not to report to the work site due to a COVID-19 workplace exposure (as determined by the Clark County Public Health Department), the employee shall contact and work with their principal/direct supervisor to secure necessary work to be completed off site until their workplace return is approved. If the employee is unable to work remotely, no leave shall be used by the employee, and there will be no loss of compensation or seniority.

COVID Vaccinations

Per Proclamation 21-14.1 COVID-19 Vaccination Requirements, all education employees are required to be fully vaccinated for COVID-19 and will be required to provide proof of such vaccination by October 18, 2021.

- A. COVID Vaccination Verification:
 - a. The district will designate the fewest number of people as is reasonably possible to review and verify the employees' proof of vaccination.
 - b. The district will record acknowledgement that such proof has been provided for visual review by recording the employee's name, and date of vaccination(s) in a secure place separate from the employee's personnel file.
 - c. Employees may voluntarily submit an electronic copy of their vaccination record but no photocopies or electronic copies will be kept of the documents used to verify the employee's vaccination status.
 - d. The district will not share the personal health information of employees beyond the individuals designated in the review process or the COVID supervisor in order to implement the health and safety provisions at a worksite.
- B. Failure to Prove Full Vaccination or Approved Accommodation/Exemption

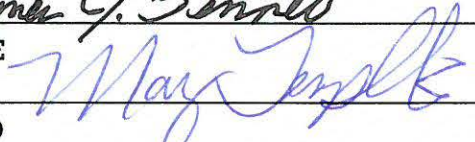
- a. An employee who does not provide verification of full vaccination and does not have an approved accommodation for a medical or religious exemption by October 5, 2021 may request that they be placed on the COVID-19 re-employment list through April 15, 2022.
 - i. Electing placement on the COVID re-employment list is voluntary and will waive any rights by the employee to a termination or any provisions of the CBA regarding employee dismissal.
 - ii. During the time on the COVID re-employment list should the employee decide to become fully vaccinated or should the mandatory vaccination order be lifted, the employee will be returned to a comparable open position that they left prior to being placed on the COVID-19 re-employment list.
 - iii. Employees on the re-employment list will not accrue seniority, however their seniority will not be lost while on the re-employment list and all other benefits will be reinstated.
 - iv. The district will not contest employees on the COVID-19 re-employment list if they apply for unemployment. Unemployment benefits will be determined by the state.
 - v. If the employee has not become fully vaccinated or received the disability-related or religious exemption by April 15, 2022, the employee's relationship with the district will be terminated and they will be required to apply as an outside applicant for future positions with the district.

Union Rights

The district shall provide access to Zoom accounts with adequate group capacity at the request of the Union to conduct these meetings. The District will provide time within the contracted day for the MOU to be presented.

Duration

This MOU shall remain in effect through the 2022-23 school year including summer school. If the COVID state of emergency ends, the parties shall meet to bargain within five (5) days to determine the timeline for sunseting the MOU. In the event new, binding guidance or legislation comes into effect during this time, the parties shall meet to bargain the impacts within five (5) days. All pertinent safety protocols recommended by DOH, L&I mask wearing, sanitizing, hand washing, etc.) shall remain in place for the duration of full time in person instruction until collaboration can occur between the District and WAE. All other provisions of the collective bargaining agreement shall remain in place.


 For WAE

 For WSD

9/8/2022
 Date
 9/6/2022
 Date

