

Washougal School District  
&  
Washougal Association of Educators

Collective Bargaining Agreement  
2009 - 2011

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**SECTION 1 GENERAL CONTRACT INFORMATION**

**SECTION 1.1 PREAMBLE**

This Agreement is entered into this 12th day of October 2009, 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".

**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 his/her normal duties perform a preponderance of the following: having authority in the interest of the District to hire, assign, promote, transfer, lay off, recall, suspend, discipline, or discharge other employees, or to adjust their grievance, or to effectively recommend such actions.

EDUCATION ASSOCIATION

DISTRICT

By \_\_\_\_\_  
Sheila Good, President

By \_\_\_\_\_  
Teresa Baldwin, Superintendent

By \_\_\_\_\_  
Dani Allen, Nego. Comm. Member

By \_\_\_\_\_  
Kay Ball, Nego. Comm. Member

By \_\_\_\_\_  
Linda Ignoffo, Nego. Comm. Member

By \_\_\_\_\_  
Susan Conway, Nego. Comm. Member

Dated **this 12<sup>th</sup> day of October 2009**

### **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 during its duration, 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 a reasonable (thirty days) time following the signing of this Agreement, the District shall print and distribute to all employees copies of this Agreement. 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 may 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**

It is the intention of the District and the Association that the rights, powers, authority and functions of management shall remain exclusively vested in the District and in the Board except as expressly and specifically surrendered or limited by the express provisions of this Agreement.

### **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.

### **SECTION 1.10 REOPENER CLAUSE**

This Agreement constitutes the entire Agreement between the Board and the WAE and shall become effective, September 1, 2009, and shall continue until August 31, 2011. This contract can be opened in May of each year during the life of this Agreement for negotiation of additional per diem days, TRI pay, and/or professional fund amount.

In addition, the District and the Association recognize that portions of this Agreement are dependent upon local resources. For that reason, in the event of a double M&O levy failure or substantial change in state or federal funds the parties agree to reopen the contract to bargain modifications that might be necessary to address shortfalls.

This Agreement supersedes any previous agreements between the parties.

### **SECTION 1.11 MAINTENANCE OF STANDARDS**

This Agreement shall not be interpreted or applied to deprive employees of professional advantages 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 from the beginning of the 2009-2010 school year through the 2010-2011 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. The contract may be reopened on specific issues of mutual concern.

### **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 organization concern on a bulletin board to be provided in each school building by the District, and shall be liable for their contents.

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 student 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.

### **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.

**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. On or before August 25 of each school year, the Association shall give written notice to the Board of:
1. 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.
  2. The name of charitable organization to which persons with religious objections make payment in lieu of dues contributions. The final determination of approved charitable organizations shall be by mutual agreement between the Board and the Association.
  3. The total for these deductions shall not be subject to change during the school year.
- B.
1. 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 pro-rated 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 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.
  2. 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.
- C. Membership Deductions:  
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 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.
- D. Representation Fee Deductions:  
Any employee claiming a bona fide religious objection shall notify the Association and the Board of such objection in writing within ten (10) days of commencement of employment.
- In the event that any employee fails to sign and deliver an assignment of wages for authorizing payroll deduction, the Board agrees to deduct from the salary of such employee a representation fee in an amount equal to the membership dues and assessment; provided, however, that employees who have joined the Association and have paid through cash payment, as verified by the monthly Association list, shall not be subject to this deduction.
- Representative fees deductions shall be handled and transmitted by the Board in the same fashion as membership deductions.
- E. Charitable Organization Deductions:  
Pending determination, mutually by the Association and the Board, on any bona fide religious objection, the Board agrees to deduct from the salary of the employee claiming such objection an amount equivalent to the Association dues and assessments; provided, however, that said monies shall not be transmitted until such



time as the final determination has been made. In the event that it is finally determined that the employee does not have a bona fide religious objection, the Board agrees promptly to remit to the Association all monies being held.

In the event that an employee has been determined to have a bona fide religious objection to the payment of a representation fee, said employee shall pay an amount of money equivalent to regular dues and assessments to a designated charitable organization. The Board agrees to remit to the Association each month a list of employees on behalf of whom charitable deductions have been made.

## **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**

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.

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) working days of the administrator's knowledge of the complaint. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

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 disciplinary action will be made available to the employee and the Association will be notified of the pending discipline in writing.

The employer agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, reassignment to job related non-teaching duties, suspension with pay when stress factors and legal defense needs warrant, non-renewal or discharge as final and last resort. When the employer issues a verbal warning, he/she must state to the employee, "this is a verbal warning, and therefore the first step in the disciplinary procedure." Certain infractions, because of their severity, would permit the bypass of the initial steps of progressive discipline. (i.e. 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.

### **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:

1. 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.
2. Employees should know the controversial books or topics in the respective area of specialty. Prior to entering into controversial areas, the employees shall consult with another professional regarding the appropriateness of their plans for the unit especially in terms of the maturity of the students.
3. 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.

4. No mechanical or electronic devices may be used by students or visitors without 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 days prior notice to the employee.

### **SECTION 2.5 PERSONNEL FILES**

Employees shall have the right to review by prior appointment all materials in their personnel file. The superintendent, or his/her 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 him/her to be derogatory to his/her conduct, service, character or personality. The written response shall be made part of the employee's personnel file.

Derogatory material that is not part of the evaluations of an employee shall not be kept in the employee personnel file more than five (5) years from the date of entry.

Citizens' complaints against an employee that are found by the administration after careful investigation to be unsubstantiated shall not be included in the personnel files. Substantiated citizens' complaints 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. The grievance and materials and/or evidence on the grievance shall be kept in a separate file, also available for review. Upon resolution of the grievance, a summary of the grievance and the resolution of the grievance shall be included in the employee's personnel file.

### **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 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.
- C. If the employee loses personal property related to student, parent or guardian conduct, the District will follow policy 6540.

### **SECTION 2.7 INDIVIDUAL EMPLOYEE CONTRACT**

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.

- A. 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.
- B. Release from Contract: An employee under contract shall be released from the obligations of the contract upon request under the following conditions:
  1. A letter of resignation must be submitted to the superintendent's office.
  2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
  3. A release from contract shall be granted after July 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.

Any extensions of contracted days by the District shall be computed on 1/181 (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**

The employer 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.

The Association shall appoint a representative to serve on the District Safety Committee.

Procedures for reporting:

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

### **SECTION 2.8.1 HARASSMENT FREE / WORKING CONDITIONS**

Employees are to work in an environment free from 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.

The District and Association will develop a complaint form and processes and co-train employees around the issues of harassment in the workplace.

### **SECTION 2.9 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.

## **SECTION 3 WORKING CONDITIONS**

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

### **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 he/she 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 his/her designee to review the assignment.
- C. Job Share:  
See job share language (Section 3.4)

### **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 his/her 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

When an opening exists it will be posted for five (5) working 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.

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 form will be acknowledged when received in the district office (Appendix B).

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) working days, sent to staff via email, and announced at staff meetings.
3. An interested qualified employee will notify the administration of his/her intent to be reassigned (Appendix B).
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 may be posted in each building and at the district office.
2. Positions will be posted for five (5) working days before being filled.
3. If there are no in-building applicants and there are two (2) or more qualified in-district applicants for the opening, the senior most qualified will be given 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. A position not filled within the District will be available to outside applicants.
7. Qualifications will be determined by the criteria stated in the job posting

E. Exceptions:

1. A specialist wishing to transfer to a classroom assignment must go through the application and interview process.
2. An employee on a plan of assistance or on probation will not be eligible for any reassignment or transfer until successfully completing a year in his/her current assignment.

F. 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 curriculum rate not to exceed 21 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 curriculum rate, not to exceed 21 hours. Alternatively, substitute coverage for up to three (3) 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.

### **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 within the five (5) working days timeline.

#### **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 his/her 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 WAE 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**

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 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.

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 G)

Job sharing will be limited to 3 partnerships per building with benefits as specified in the part-time employees 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**

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.

To calculate your FTE, see Exhibit A.

### **SECTION 3.6 TEACHER/MENTOR PROGRAM (TAP)**

The parties acknowledge the District's and Association's obligation to administer the Washington State Teacher Assistance Program in accordance with the requirements set by the Office of the Superintendent of Public Instruction.

Selection of mentors will be based upon collaboration between grade level teams or subject area members and building administrators. Whenever possible, the intern's preference for a specific mentor will be considered. All else being equal, seniority may be used as a determining factor.

State funding for TAP shall be distributed to the mentor/mentee to develop a budget for approval by the superintendent or designee.

### **SECTION 3.7 WASHOUGAL PEER MENTORING PROGRAM**

The purpose of the Washougal 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). 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. Initially all new Washougal certificated employees will participate in the peer mentor program and returning certificated employees are eligible to participate at their request. Mentors will be selected at the site as determined by the site steering committees and will be paired with protégé(s). Career supplemental stipends may be used by a mentor to enhance the money available at the site for the peer-mentoring program.

### **SECTION 3.8 WORK YEAR/WORKDAY**

The school calendar will be collaboratively negotiated between the District and the WAE. The employee contracted work year will 181 days for returning staff and 182 days\* for employees new to the District. The base contract is 180 days (181 days for employees new to Washougal), and any state-funded Learning Improvement Days are added to that base as mandatory non-student days.

Learning Improvement Days, equally divided between building and District direction, must be used for activities related to improving student learning consistent with educational reform implementation (and consistent with state law). In addition, all 180 day per diem references throughout the Collective Bargaining Agreement are modified to include all state-funded Learning Improvement Days.

\*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 the number of state funded employee days.

### **SECTION 3.8A End of Year Check out**

At the end of the year, check out will be done within three (3) workdays of the last day of school.

### **SECTION 3.8B Teacher Workday**

Employees will report for work ½ hour before the student day and be released no later than ½ hour after the student day\*. 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. On weather related delayed starts or weather related early releases, the ½ hour before and after automatically adjusts to before and after the revised start and stop time.

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.

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. (\*student day is based on a six and a half-hour day.)

### **SECTION 3.8C Elementary Recess Time**

Employees at the K-5 level will have one duty free recess period (15 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 3.8D Parent Requested Conference**

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, with two days notice, may schedule a conference before or after the employee workday, which the employee will attend. This first conference shall not begin after 4:15 p.m. without the employee’s consent. Subsequent conferences between that parent and employee will take place within the regular employee day unless other arrangements are mutually agreed to.

### **SECTION 3.9 CONFERENCE TIME: PARENT/EMPLOYEE**

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. Kindergarten times will be adjusted to provide for adequate conference time with parents.

### **SECTION 3.10 GRADES DUE**

Teachers will submit grades and prepare report cards within three (3) workdays of the tri/se/mester completion. Teachers may utilize TRI pay for grade preparation (inclusive of evenings and weekends).

### **SECTION 3.11 PLANNING TIME**

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 pro-rated planning time.

Each full-time employee K-5 (defined as elementary employees working more than 3 ½ hours per day) will be provided approximately two (2) hour blocks of time every Wednesday throughout the school year, excluding parent-employee conference weeks, for the primary purpose of planning instruction.

Each full time employee K-5 (defined as certificated employees working more than 3.5 hours per day) will be provided 270 minutes of planning time each week: music 60 minutes per week, library 30 minutes per week, health/fitness 60 minutes per week, Wednesday early release 120 minutes per week.

### **SECTION 3.12 CLASS SIZE**

The District and the Association agree that the ideal student-teacher ratio is an average of 25 students per employee.

WHEN K-3 exceeds 25; 4-8 exceeds 28; 9-12\* exceeds 28 (exception: a teacher with two or more classes with enrollment of 20 or under). A teacher may elect to waive class size limitation.

\* 4 period day agreed upon adjustment

THEN Class overload shall be reduced by:

1. Transferring students.
2. Hiring additional staff.
3. Transferring or reassigning district personnel if the adjustment does not result in a class size of less than 18 students.

If Steps 1 through 3 cannot resolve the class overload, the building administrator and teacher will mutually agree on implementing Step 4 or 5.

4. 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.
5. Giving an extra stipend of \$6.00 per extra student per day in 2009-2010 and \$7.00 in 2010-2011.

Within five days of notification (Appendix I) by the employee of the class overload situation (excluding the first week of school), identified steps will be taken to reduce or compensate the teacher for the overload.

### **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. Unless an employee has invited a visitor to be in a class at a specific time and date, all visits shall be arranged through the principal. Final arrangements for the visit will be made after the principal has conferred with the employee. The employee should communicate to the principal if the planned activity could be easily disrupted by a visitor or if it would be "atypical" of usual classroom activity (test). Weighing the needs of the students, employee and patron, the principal has the responsibility to finalize plans for the visitation, or suggest alternative times for a visitation.
- 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**

When necessary, an employee may be requested by an administrator to cover a class period in situations where it would not be practical to employ a substitute employee. The employee involved will be reimbursed at curriculum 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.

When a substitute cannot be employed at the K-5 level, substitute rate shall be divided between those staff members who cover for the absent employee. When an elementary classroom teacher loses a specialist-provided prep period, reimbursement will be curriculum rate.

### **SECTION 3.15 CURRICULUM DEVELOPMENT**

Employees required to implement curriculum changes may participate in the development of that curriculum change. Employees retain the right to convey their ideas regarding the curriculum to the District. 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 \$35.00/hour.

The district will provide up to five (5) hours at curriculum rate at the K-5 level for teachers to second score writing assessments as required by the district.

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.

When the District is considering evaluating, changing, or adding to or deleting from current curriculum areas or creating new areas, employees shall be informed of such considerations and shall be involved in such procedures by any one of, or combination of, but not limited to, the following:

- a) Staff presentations
- b) District committees
- c) Copies of District proposals
- d) District surveys
- e) Special meetings
- f) Group process, such as brainstorming, problem solving, and/or goal setting

### **SECTION 3.16 RELEASE TIME**

Employees may be released from the classroom to participate in the following activities:

- A. Employees may visit other districts.
- B. Employees may attend conferences and other meetings aimed at the improvement of instruction.
- C. Employees may be released from their classroom duties in order to work on curriculum committees.

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.

### **SECTION 3.17 STUDENT DISCIPLINE**

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.

Every employee shall have the power and support of the Board and superintendent to hold every student to a 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. If necessary to continue the educational process in the classroom, an employee may send to the principal's office and designated supervised discipline area, any student who seriously disrupts the educational program to the detriment of other students. If the employee requests it, before re-admittance to class, there may be a signed agreement finalized between the student, parent or guardian, principal and educator specifying the future behavior expectations of the student. If the request is denied by the principal, the employee may appeal the decision to the appropriate central office administrator.

### **SECTION 3.18 PROFESSIONAL LEARNING COMMUNITIES**

Each full time employee K-12 (defined as certificated employees working more than 3.5 hours per day) will be provided 25 hours of Professional Learning Community time per year 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. The objective is to evolve into a PLC environment where PLC groups effectively self-direct within the district's PLC framework/protocols.

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.

### **SECTION 3.19 TECHNOLOGY**

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

### **SECTION 3.20 SPECIAL EDUCATION**

The District will endeavor to maintain reasonable caseloads for all special education staff. Caseload reviews may be requested by the affected employee directly to the Principal and Special Education Director. A teacher making such request shall be given the opportunity to personally present his/her concerns and proposals and have them considered in the review process. As appropriate and affordable, the forms of relief may include such considerations as substitute release, caseload rebalancing, additional support, supplemental time, etc. The teacher may include a WAE representative and the school psychologist in the meeting and review process.

## **SECTION 4 COMPENSATION**

### **SECTION 4.1 SALARIES**

The salary schedule each year will be developed in concert between the Association and the District based upon the state's allocation for certificated staff. All salary monies reported to and received from the state by the District for employees' salaries will flow through to the employee within one month. In order to compensate for any under or over payment to the employees that may result in the District being out of compliance with the state guidelines, the District and the WAE will meet to discuss the process by which the under or over payment will be corrected. The salary schedule will be distributed to the employee annually.

### **SECTION 4.2 TRI COMPENSATION**

Each full time employee will receive TRI compensation equal to 77 hours for 2009-2010 and 2010-2011 (at individual per diem pay rate in compensation for the additional responsibilities not included in the mandatory daily average hours of instruction and accomplished outside of the employee's regular contract workday. The employee will sign a TRI contract at the beginning and end of the school year as written confirmation that the requirements of the TRI supplemental contract have been completed.

TRI compensation will be paid in equal distribution in the October - August payrolls with any adjustments for uncompleted TRI obligations in the July and August payrolls, or the employee's final payroll if he/she doesn't complete the entire school year.

Employees will be allowed to transfer any portion of this amount into their individual professional staff development fund. To do so they must submit (Appendix N) no later than October 1 of the year for which the transfer is to occur. They can then use the account for reimbursement of professional expenditures that may not meet the professional staff development guidelines, or may exceed the professional staff development amount available.

### **SECTION 4.3 PER DIEM DAYS**

The District will provide two (2) per diem days designated for use by the District. The District will establish dates for per diem day use no later than October 1 for the duration of the school year.

### **SECTION 4.4 PAYDAY**

Paydays shall be the last business day of the month. Pay will be by direct deposit.

### **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 he/she qualifies at the B.A. or M.A. level.

- B. Employees will be placed on the salary schedule consistent with the highest allowable level using state allocation guidelines.
- C. College credit to be used for advancement on the salary schedule must be approved by the District. Employees must apply for pre-approval and complete a Request for Credit or Clock Hour Approval.
- D. Salary Maximum Movement - Certificated staff members frozen at the MA+90 will receive a stipend of 5% of the salary base once every three years upon completion of fifteen credits, and certificated staff members frozen at the BA+90 will receive a stipend of \$1,000 once every three years upon completion of fifteen credits. (Appendix J). The fifteen (15) 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 \$10,000 per year for each salary base. In the event that earned stipends would exceed that amount, eligible employees will receive pro-rated stipends and would retain their eligibility and earn pro-rated stipends from year to year until receiving the full stipend amount.

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

- E. Co-curricular Salary: See Exhibit B

**SECTION 4.6 FRINGE BENEFITS**

The District shall contribute the full state allocated amount per full-time equivalent per month for District approved insurance programs for each school year. Part-time employees will receive a pro-rated share of the benefits. The District will reimburse the state for the retiree obligation without diminishing the state insurance allocation for active employees.

- A. The District current plan providers:

\*\*Washington Dental Service (dental insurance)

\*\*Vision Service Plan (vision insurance)

Premera Blue Cross (medical insurance)

Kaiser Permanente (medical insurance)

\*\* Mandatory insurance for all qualified employees. Requirement that each company has for their company to insure us.

**SECTION 4.7 SUPPLEMENTAL CONTRACTS**

There shall be a supplemental contract for District specified co-curricular and supplemental assignments requiring teacher certification. Appointments to co-curricular, special, and supplemental assignments are for one (1) year and shall be in accordance with current statutory provisions.

Grade Level Coordinators/Department Chairpersons Guidelines

1. Department/grade level coordinator responsibilities will be mutually agreed upon by administration, department/grade level coordinator, and department/grade level team by May15 of the current school year.
2. Department or grade level teams will meet and submit a recommendation to administration for department/grade level coordinator.
3. The building administrator will consider recommendations, select department/grade level coordinators and submit final names to Human Resources Department by June 1 of the current school year.

The following criteria will be considered when choosing department or grade level coordinators:

- Leadership skills
- Communication skills
- Organization skills
- Curriculum knowledge
- Team facilitation skills

Club Advisor Guidelines

1. Promote leadership, citizenship, and character development through guidance of group activities.
2. Oversee the budget and moneymaking activities, and keep financial records for the club or class.
3. Be present at club/class functions and advisor meetings.

4. If appropriate, oversee membership selection, notification, and induction of club members.
5. Advisors will follow building guidelines for the supervision of their class/clubs as set by the administration of their respective school.

By the end of the school year those designated as grade level leaders, department chairpersons, and club advisors will be notified in writing that the positions:

- Definitely will be funded
- That a decision on funding has not been made
- Definitely will not be funded

If a funding decision has not been made by June 1, all designated grade level leaders, department chairpersons, or club advisors (requiring certification) so affected will be directed not to perform any duties or responsibilities of the job until they have received official written notification from the District to do so.

#### **SECTION 4.8 PAYMENT OF SUPPLEMENTAL CONTRACTS**

Members of the staff involved in paid extra-curricular activities have the following options in terms of payment of extra-curricular stipends:

- A. Payment in full, in one lump sum at the end of the activity.
- B. Payment in equal portions over the months the activity is conducted.
- C. Payment in equal portions over the months that the activity is conducted and the remaining months of the school year.

Members shall make known in writing to the office of the superintendent which option they prefer.

#### **SECTION 4.9 CAREER SUPPLEMENTAL STIPENDS**

An employee with twenty-five (25) years 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 prior to November 1. The District's funding obligation will not exceed \$12,000/year and will be granted pro-rated funding if more than four (4) people apply in any one-year.

#### **SECTION 4.10 EXTENDED LEARNING**

Teachers shall be compensated at a rate of \$35.00/hr. for extended learning instruction. The extended learning will be decided by the site team.

#### **SECTION 4.11 PROFESSIONAL STAFF DEVELOPMENT**

Since each employee has a unique set of training needs based on prior academic and experiential background, interests, and assignment, each employee who wishes to access this account will develop a written plan (Appendix O). The employee will invest time and energy in the program and the District will invest \$1,025 per year in individual staff development funds, as well as personnel resources as appropriate. The individual staff member will be primarily responsible for determining the best utilization of funds made available through his/her individual professional staff development account.

The plan will be submitted to the employee's immediate supervisor. Itinerants serving more than one building identify one supervisor to whom the individual plan is submitted. When both parties sign the plan, it has been officially approved and will be funded. The supervisor will meet with the employee to suggest any modifications within ten (10) days of receipt of the plan. If the supervisor and employee cannot reach agreement on the plan they will meet with the assistant superintendent and WAE president who will jointly mediate the areas in dispute.

Funds will accumulate from year to year for the life of this agreement. Any unused funds at the end of the term of this agreement will be pooled for use the following year by any employees at that particular building for projects deemed appropriate by the building site-based Learning Improvement Team. Itinerant employees whose assignments are divided between buildings may choose the building pool to which any of their unused staff development funds would be contributed. Itinerants may submit proposals appropriate to any site they serve for funding.

The District will provide purchase orders for registration/tuition fees, airline expenses, if any, and hotel accommodations, if any. In the event the employee does not attend the prepaid activity, the employee is responsible for securing a refund of all prepaid expenses. Refunds will be re-credited to the employee's professional staff development account.

#### ALLOWABLE EXPENSES:

Expenses that qualify for reimbursement include:

- Tuition for approved course work for college credit or clock hours
- Registration costs for workshops, seminars, conferences, auditing of college courses and other meetings to obtain knowledge and/or skills
- Cost of textbooks and/or materials
- Substitute costs to release a teacher from instructional responsibilities to attend an approved activity
- Transportation costs to attend approved staff development activities
- Reasonable housing and meal costs as necessary to participate in an activity and as consistent with District policies governing per diem amounts and reimbursement
- Hourly curriculum pay for development of curriculum units, special projects, etc. others as jointly agreed to through the planning process.
- Classroom materials that are part of a staff member's professional growth plan.

Any non-consumable materials or capital improvement items purchased with professional staff development monies are the property of the Washougal School District. The employee may take them if transferring within the District to another building, but they remain with the District if the staff member leaves Washougal.

#### **SECTION 4.12 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. Employees may access their professional development allocation to support their efforts at national board certification.

### **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 of schools 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 (Appendix C).

#### **SECTION 5.1A Personal Leave**

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.

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 of the leave. (Appendix C). Notices of less than two (2) days will be granted provided a substitute is available. No more than eight (8) educators may use personal leave on any one day. This leave shall not apply to the first or last week of school or to extend winter or spring breaks.

Employees may accumulate up to four (4) 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.

Up to two (2) days of unused personal leave per year may be redeemed for substitute salary provided the employee still has two (2) unused personal leave days remaining. The leave days must be redeemed at the end of the school year.

**SECTION 5.1B Sick Leave (paid leave for illness, injury, emergency, and family care.)**

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.

In order to qualify for sick leave, the educator should notify the immediate supervisor of his/her intended absence at least one (1) hour before the start of the workday unless illness is precipitated during the employee's working hours. A doctor's notice may be required after five (5) days.

Sick leave may be taken in the case of emergencies as defined in the following:

- A. 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.)
- B. When school is in session, weather conditions (which could be considered as hazardous travel to and from school) shall be considered as valid reason for emergency leave. The determination of hazardous weather will be up to the superintendent.

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 his or her personal physician.

**SECTION 5.1C Sick Leave Buy-Back**

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.

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 5.1D Sick Leave Sharing**

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.

- A. 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.
- B. An employee cannot donate sick leave days that would result in his/her sick leave account going below twenty-two (22) days.
- C. While an employee is using leave transferred under this provision, he/she shall receive the same treatment in respect to salary, and employee benefits as a regular employee.
- D. 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 WAE.

**SECTION 5.1E Bereavement Leave**

Up to four (4) 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.

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 5.1F 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 salary deduction shall be made from the employee's salary for such leave of absence. However, the employee shall reimburse the District in the amount of any compensation he received for honoring the subpoena.

**SECTION 5.1G Civic Leave**

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.

Application for civic leave will be presented directly to the superintendent on an individual basis for consideration (Appendix C).

Extended leave of more than two (2) working days will be granted upon approval by the Board.

**SECTION 5.1H Maternity Leave**

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.

**SECTION 5.2 LEAVE PROVISIONS - WITHOUT PAY**

**SECTION 5.2A Leave of Absence Procedure for District Educators**

All educators in the District shall be entitled to apply for a leave of absence (Appendix C), without pay, for the following reasons, listed in their general order of importance and consideration:

- |                                 |  |
|---------------------------------|--|
| 1. Health and recuperation      | 4. Extended travel                             |
| 2. Full-time student            | 5. Rest  |
| 3. Work in related field or job | 6. Personal ( <u>including child rearing</u> ) |

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.

A. **PROVISIONS**

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.

Should the educator on leave feel an extension in the duration of his/her 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 his/her absence, but will retain his/her 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 he/she will advance on the salary schedule accordingly.

While on leave the educator's accumulated sick leave, retirement and other benefits will be frozen as of the beginning of such leave.

**B. PROCEDURES**

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. 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.

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.

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.

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.

**SECTION 5.2B Adoption Leave**

An educator legally adopting a child shall notify the District in writing (Appendix C) 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.

**SECTION 5.2C Association Leave**

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

**SECTION 6 EVALUATION**

**SECTION 6.1 CERTIFICATED STAFF EVALUATION**

**A. 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 continuing employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status after October 15 and shall be given sixty (60) school days to demonstrate improvement in his/her areas of deficiency.

A provisional employee whose work is judged unsatisfactory based upon the evaluation criteria shall be subject to RCW 28A.405.220 within the first year of employment, provided that the employee will have been given notice of unsatisfactory performance prior to spring break. A provisional employee, in the second year of employment with the district, whose work has been judged unsatisfactory, shall be placed on a plan of assistance in the final year of provisional status.



B. Evaluation

1. Responsibility of Evaluation 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. 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.

If an employee is scheduled to be evaluated on the short form a conference will be held at the beginning of the school year. An employee desiring to be on a professional growth plan will meet with the administrator to initiate said plan. The plan must be finalized with the administrator prior to October 1.

2. Evaluation Criteria All employees (excluding professional growth) shall be evaluated in accordance with the criteria set forth in this Agreement.

Evaluations required or permitted here under shall be documented on the evaluation report form attached to this Agreement as (Appendix F).

3. Required Evaluations

- a. All employees newly employed by the District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
- b. All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than one week prior to the end of the student school year in which the evaluation takes place.
- c. 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. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

4. Additional Evaluations In addition to the evaluations required under Section 6.1.B.3. or observations at any time. This involvement may take the form of:

- a) Administrators working with students
- b) Administrators team teaching or demonstration teaching
- c) Drop-in visitations
- d) Participation in classroom activities
- e) Formal and/or informal classroom observations

In addition, employees and administrators are encouraged to identify other strategies for the administrative involvement in the educational process.

5. Minimum Observation Criteria

During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes or thirty (30) minutes if the employee is on short form and has one summarized observation. A minimum of one observation for a total observation time of thirty (30) minutes shall be required in connection with the evaluation of new employees under Section 6.1.B.3. (a) above.

6. Evaluation Procedures

- a. 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.
- b. Following each observation, the principal shall promptly document the results using the Post Conference Lesson Notes and Summary (Appendix F). 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 F). 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 F) to the employee until the meeting can be arranged.
- c. Following the required series of observations outlined in Section 6.1.B.3, the principal shall complete the Summary Evaluation Report (Appendix F). The employee shall be provided a copy of the Summary Evaluation Report (Appendix F) within three (3) days after such a report is prepared.
- d. Following the completion of each evaluation report required under Section 6.1.B.3 above, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.
- e. The employee shall sign the District's copy of the evaluation report to indicate that he/she 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, he/she may attach a rebuttal to the evaluation
- f. Each evaluation report required under Section 6.1.B.3. 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 Section 6.1.B.3. above, 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.
- g. In the event that any 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 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.)

C. Probation

1. Supervisor's Report

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the superintendent after October 15<sup>th</sup> (RCW28A.405.100). The report shall include the following:

- a. The evaluation report prepared pursuant to the provisions of Section 6.1.B.6. (b) above;
- b. A recommendation of a specific and reasonable program designed to assist the employee in improving his/her performance.

2. Establishment of Probationary Period

If the superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the superintendent shall place the employee in a probationary status of sixty (60) school days beginning on or after October 15. At the start of the probationary period, the employee shall be given written notice of the action of the superintendent which notice shall contain the following information:

- a. Specific areas of performance deficiencies.
- b. A suggested specific and reasonable program for improvement.
- c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area of deficiency.

3. Evaluation During the Probationary Period

- a. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor shall authorize one additional supervisory employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.
- b. During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 6.1.B.6. (b) and (c) above shall apply to the documentation of evaluation reports during the probationary period.
- c. The probationary employee may be removed from probation prior to the conclusion of the probationary period or at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.

4. Supervisor's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved, and which shall set forth one of the following recommendations for further action:

- a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- b. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- c. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

5. Action by the Superintendent

Following a review of any report submitted pursuant to Section 6.1.C.4. above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the superintendent shall make a determination of probable cause for the non-renewal of the employee's contract. At that time, the superintendent may elect to remove the employee from his/her assignment and place him/her in an alternative assignment for the remainder of the school year. The superintendent shall provide written notice of non-renewal to the employee on or before May 15 pursuant to the requirement of RCW 28A.405.210.

## **SECTION 6.2 EVALUATION CRITERIA - EMPLOYEES**

Classroom employees will only be evaluated using the criteria written in the current contract. No testing instrument will supersede the published criteria.

The following criteria will be used in the evaluation of classroom employees:

### **Criterion A: PROFESSIONAL PREPARATION AND SCHOLARSHIP**

*Washington State Professional Development Guide Element VI:*

Teachers develop the art and science of a professional educator and are active in the profession

- 18.a The teacher checks on own effectiveness during instruction
- 18.b The teacher determines effectiveness after instruction
- 18.c The teacher receives and responds to feedback from students, parents, administrators, and colleagues
  
- 19.a The teacher analyzes his/her practices using standards and educational research
- 19.b The teacher plans effective methods to accomplish areas for growth and development
- 19.c The teacher collects, analyzes, and shares evidence of how professional growth impacts student learning
- 19.d The teacher sets personal career goals
  
- 20.a The teacher knows the content for each subject he/she teaches
- 20.b The teacher knows how to teach the Essential Learnings
- 20.c The teacher implements research-based best teaching practices in subject areas

### **Criterion B: KNOWLEDGE OF SUBJECT MATTER**

*Washington State Professional Development Guide Element II and VI:*

Student learning experiences are designed to engage and support all students in learning

- 4.a Students recognize differences in learning approaches
- 4.b Students capture key ideas and concepts through varied representations and explanations
  
- 5.a Students engage in meaningful tasks to reach the targets
- 5.b Students work individually and in groups using effective skills and strategies
- 5.c Students use a variety of learning materials and resources that best meet their needs
  
- 6.a Students care about, value, and are committed to their own learning
- 6.b Students, as is age appropriate, take more and more ownership for their own learning experiences
  
- 7.a Students understand the relationship between the learning targets and the assessments used
- 7.b Students know how assessment is fair and equitable
- 7.c Students know their “best work” will be used to draw accurate conclusions
  
- 8.a Students track their progress using a variety of methods and sources

Teachers develop the art and science of a professional educator and are active in the profession

- 20.a The teacher knows the content for each subject he/she teaches
- 20.b The teacher knows how to teach to the Essential Learnings
- 20.c The teacher implements research-based best teaching practices in subject area(s)
- 20.d The teacher advocates equity, ethics, integrity, excellence, and respect to support all members of the education community

### Criterion C: INSTRUCTIONAL SKILL

*Washington State Professional Development Guide Element I, V and VI:*

Student learning is structured for understanding

- 1.a Students know the learning targets and what is required to meet them.
- 1.b Students know the progression of learning to meet the learning targets.
- 1.c Students know how to access additional support when needed.
  
- 2.a Students engage in developmentally appropriate activities
- 2.b Students see the purpose of learning for themselves
  
- 3.a Students clearly understand a variety of thinking strategies and apply them to diverse situations
- 3.b Students have adequate time to consider dilemmas, come up with answers, and work on learning tasks
- 3.c Students articulate, evaluate, and adjust their thinking

Students prepare to live and work in a multi-cultural world

- 13.a Students learn about group process and working with others
- 13.b Students know the personal strengths and weaknesses they bring to the group work
- 13.c Students recognize and value the contributions of others
  
- 14.a Students are exposed to cultural diversity
- 14.b Students know their cultural identity is respected and respect the cultural identity of others
- 14.c Students connect their background and experiences to build bridges to learning content
- 14.d Students use culturally respectful learning materials and curriculum and develop an awareness of bias
  
- 15.a Students integrate multiple content areas and can apply them to classroom and community learning contexts
- 15.b Students actively learn about diverse roles and career opportunities in the community
  
- 16.a Students develop technological competencies
- 16.b Students integrate technology into everyday learning and experience
- 16.c Students access and use technical equipment responsibly

Teachers develop the art and science of a professional educator and are active in the profession

- 20.a The teacher knows the content for each subject he/she teaches
- 20.b The teacher knows how to teach to the Essential Learnings
- 20.c The teacher implements research-based best teaching practices in subject area(s)

### Criterion D: CLASSROOM MANAGEMENT

*Washington State Professional Development Guide Element IV and V:*

Students participate in maintaining effective environments for learning

- 10.a Students take part in deciding classroom rules and consequences in alignment with building policies
- 10.b Students know classroom routines and proper handling of learning materials
- 10.c Students understand the need for appropriate behavior; choose to change inappropriate behavior
- 10.d Students follow routines for orderly movement within the classroom and make smooth transitions between activities
  
- 11.a Students demonstrate they feel safe, comfortable, and trust within the learning environment
- 11.b Students know everyone receives “fair” treatment; there is no evidence of exclusion or over-attention
- 11.c Students know they have a “voice” and are appropriately listened to

- 12.a Students apply good study/work skills, habits, and attitudes to direct their own learning
- 12.b Students know how to plan and conduct their own work from effective models

Students prepare to live and work in a multi-cultural world

- 13.a Students learn about group process and working with others
- 13.b Students know the personal strengths and weaknesses they bring to the group work
- 13.c Students recognize and value the contributions of others

#### Criterion E: HANDLING STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

*Washington State Professional Development Guide Element VI:*

Teachers develop the art and science of a professional educator and are active in the profession

- 17.a The teacher forms comprehensive partnerships with parents and families
- 17.b The teacher engages parents in multiple roles in their children's learning
- 17.c The teacher identifies and meets needs of the traditionally under-served populations
- 17.d The teacher communicates appropriately with parents and families

#### Criterion F: INTEREST IN TEACHING PUPILS

*Washington State Professional Development Guide Element III and VI:*

Student assessment is used to direct learning

- 7.a Students understand the relationship between the learning targets and the assessments used
- 7.b Students know assessment is fair and equitable
- 7.c Students know their "best work" will be used to draw accurate conclusions
  
- 8.a Students track their progress using a variety of methods and resources
- 8.b Students use reflection and goal setting to master content
- 8.c Students reflect on their learning process (strategies for learning – metacognition)
  
- 9.a Students are active participants in the assessment of their learning with their teacher
- 9.b Students are active participants in the assessment of their learning with their parents
- 9.c Students support each other in assessment of learning

Teachers develop the art and science of a professional educator and are active in the profession

- 20.d The teacher advocates equity, ethics, integrity, excellence, and respect to support all members of the education community
- 21.a The teacher uses data in continuous refinement of the school-wide instructional program
- 21.b The teacher builds understanding and shared agreement with all stakeholders in the continuous improvement of the overall school learning environment

#### Criterion G: EFFORT TOWARD IMPROVEMENT WHEN NEEDED

*Washington State Professional Development Guide Element VI:*

Teachers develop the art and science of a professional educator and are active in the profession

- 18.a The teacher checks on own effectiveness during instruction
- 18.b The teacher determines effectiveness after instruction
- 18.c The teacher receives and responds to feedback from students, parents, administrators, and colleagues
  
- 19.a The teacher analyzes his/her practices using standards and educational research
- 19.b The teacher plans effective methods to accomplish areas for growth and development

- 19.c The teacher collects, analyzes, and shares evidence of how professional growth impacts student learning
- 19.d The teacher sets personal career goals
  
- 20.a The teacher knows the content for each subject he/she teaches
- 20.b The teacher knows how to teach to the Essential Learnings
- 20.c The teacher implements research-based best teaching practices in subject area(s)
- 20.d The teacher advocates equity, ethics, integrity, excellence, and respect to support all members of the education community
  
- 21.a The teacher uses data in continuous refinement of the school-wide instructional program
- 21.b The teacher builds understanding and shared agreement with all stakeholders in the continuous improvement of the overall school learning environment
- 21.c The teacher participates in shared decision making to address a range of issues within the education community
- 21.d The teacher participates in professional activities

**Criterion H: EMPLOYEE/STAFF RELATIONS**

*Washington State Professional Development Guide Element VI:*

Teachers develop the art and science of a professional educator and are active in the profession

- 21.b The teacher builds understanding and shared agreement with all stakeholders in the continuous improvement of the overall school-learning environment
- 21.c The teacher participates in shared decision making to address a range of issues within the education community
- 21.d The teacher participates in professional activities

**SECTION 6.3 EVALUATION CRITERIA - SUPPORT PERSONNEL**

The following criteria will be used in the evaluation of certificated support personnel:

1. **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD**
  - a. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals
  - b. Relates and applies knowledge, research findings, and theory deriving from his/her discipline to the development of a program of services
  - c. Meets the requirements of the position as set by District/building expectations.
  
2. **SPECIALIZED SKILLS**
  - a. Designs and conducts a program providing specific and unique services within his/her discipline
  - b. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student in order to:
    - 1) Help student integrate and assimilate data,
    - 2) Help others involved with the student interpret and use data appropriately and accurately,
    - 3) Help other specialists by providing case study materials.
  - c. Demonstrates ability to assist teachers and administrators with integrating specialized information into the regular curricular program.
  - d. Develops goals and objectives which will facilitate the implementation of programs and services.
  
3. **MANAGEMENT OF SPECIAL TECHNICAL ENVIRONMENT**
  - a. Selects or recommends testing and non-testing devices, materials and equipment appropriate to student needs.
  - b. 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.

4. THE SUPPORT PERSONNEL AS A PROFESSIONAL
  - a. Demonstrates awareness of the law as it relates to area of specialization.
  - b. Demonstrates commitment to professional activities by:
    - 1) Attending local, regional or state professional meetings.
  - c. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.
  
5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND PROFESSIONAL PERSONNEL
  - a. Consults with other staff, school principals, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs.
  - b. Plans and develops a program to serve the preventative and developmental needs of the school population and the special needs of some students.
  - c. 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, (Policy 5256) 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 article. 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.  
  
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:
    - Specialists by field of specialty (e.g. art, music, physical education, reading, intervention etc.)
    - Special education by field of specialty
    - Vocational teacher
    - Psychologist
    - Elementary counselor/social worker
    - Secondary counselor/social worker



- Library/media
  - Other ESA personnel (e.g. SLP, OT, PT etc.)
4. Certified employees holding positions within programs that are funded with categorical moneys, shall be retained according to federal and state requirement for said position(s).

D. Placement in Programs:

1. To qualify for placement in any program, the certified employee must:
  - Have an applicable Washington State teaching certificate, and
  - Possess the endorsement specified in WAC 181-82 required by the position, or
  - 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 he/she 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.

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).

- Teaching seniority in the state of Washington
- Teaching seniority in the Washougal School District
- Lottery

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 his/her designee in writing by February 1 of the succeeding year if he/she 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 individual 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 he/she is eligible, the District's obligation to the employee ceases.

If an employee in the employment pool signs a continuing contract in another school district, the District's obligation to the certificated employee ceases.

- C. 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 problems at the administrative level nearest the grievant.

### B. Definitions

1. Grievance: A specific complaint that a dispute or disagreement of any kind exists involving the interpretation of, or application of, the terms of this agreement.
2. Grievant: An individual member or the Association.
3. Day: A workday.
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

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.

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.

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. 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):  
Within a reasonable period of time, and not more than twenty (20) days after the grievant knew or should reasonably have known of an action or lack of action which is the basis of a grievance, he/she may file a formal grievance (see Appendix A) with his/her immediate supervisor. The immediate supervisor shall reply in writing within five (5) school days of the filing. If the grievant or WAE has not had a response within the five-day period, then the grievant is granted the petition's solutions by default.

3. Appealing to the Superintendent or Designee (Step 3):  
Within ten (10) days of receipt of the results, or fifteen (15) 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) school days of receiving the grievance form. Within five (5) 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. Appealing to the School Board (Step 4):  
Within ten (10) days of the superintendent or designee's written decision, if the grievant is not satisfied, the grievance may be presented in writing to the Board.

The Board or its designated sub-committee shall meet with the grievant not later than the next regularly scheduled Board meeting. Within five days of that meeting the Board shall render its written decision.

5. Arbitration of the Grievance (Step 5):  
Within five (5) days of the Board'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.

Within five (5) days after such notice the Association and the superintendent or designee shall meet to choose an arbitrator. If no mutually agreeable person may be decided upon within five (5) days of that meeting, then the parties will jointly request a list of arbitrators from the American Arbitration Association. If the parties cannot mutually agree on a person from that list, then one shall be chosen from that list by random drawing.

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.

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, FMCS, etc.). The arbitrator's decision will be binding on both parties.

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:

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.

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.

All documents and records dealing with the processing of any grievance shall be kept by the District in a file separate from the grievant's personnel file.

**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 minutes x 180 days per week = 75,600 minutes per year = 1.0 FTE

In calculating an elementary (K-5) FTE, if the position is less than 4 hours per day planning time will not be included.

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 BA+45 column of the employee's salary schedule to determine the pay for the various activities. One year of credit in the BA+45 column will be allowed for each year of experience in directing the activity up to 10 years. Positions will be filled according to budget and need.

<u>Position</u>	<u>%</u>	<u>Position</u>	<u>%</u>
Dept. or Grade Level Coord.	2-5	Art Advisor	2
FBLA Advisor	2	German Advisor	2
FHA Advisor	2	Spanish Advisor	2
Academic Team Adv.	2	Japanese Advisor	2
Drama	2	AC Math Team	2

Elementary Music 2%  
 One (1) grade level performance for each grade level in building

Middle School Vocal 2%  
 Three (3) concerts

Middle School Instrumental 2%  
 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 7.5%  
 Three (3) evening (All Band Groups) Concerts  
 Fifteen (15) pep band (game) performances (Fall/Winter)  
 Nine (9) Jazz Performances  
 Graduation

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

High School Drama: 4.3%  
 2 plays

Percentage increase reflects number of staff FTE supervised.

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

A. High School Departments:  
 Math, Science, Fine Arts, Foreign Language, Family & Consumer Science, Industrial Arts, 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,

**APPENDIX A**  
**STEP 2 GRIEVANCE**

DISTRIBUTION OF FORM:

Association Representative  
Immediate Supervisor  
Association President  
Grievant

**COMPLAINT BY THE AGGRIEVED**

Type or Print:

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

**DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR**

(To be completed by 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.

\_\_\_\_\_ I choose to appeal, in writing, to the Board.

Date of Response \_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

**APPENDIX A**  
**STEP 4 GRIEVANCE**

DISTRIBUTION OF FORM:

Association President  
Grievant

**DETERMINATION OF THE BOARD OF DIRECTORS**

(To be completed by the School Board within five days after the Board Meeting to consider the pending grievance.)

Aggrieved Person \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

Date of Request for Board Hearing \_\_\_\_\_

Date of Board Meeting \_\_\_\_\_

DECISION OF THE BOARD OF DIRECTORS AND REASONS THEREFORE:

Date of Decision \_\_\_\_\_

Signature of Board President \_\_\_\_\_

**APPENDIX B**  
**REQUEST FOR TRANSFER OR ADDITIONAL ASSIGNMENT**

(Only one request per form)

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

White: Personnel

Yellow: Employee

Pink: Building Administrator

**APPENDIX C**  
**EMPLOYEE REQUEST FOR ABSENCE FORM**

Name: \_\_\_\_\_

Position: \_\_\_\_\_ School/Building: \_\_\_\_\_

Date(s): \_\_\_\_\_ Hour/Minutes of Leave: \_\_\_\_\_

**CATEGORIES FOR REQUESTED LEAVE**

**WITH PAY:**

**PERSONAL:**

- \_\_\_\_\_ **Personal (Certified)**  
(HR approval required)
- \_\_\_\_\_ **Personal (Classified)**  
(Principal approval required)
- \_\_\_\_\_ **Vacation (260 day classified employee only)**  
(Director approval)
- \_\_\_\_\_ **Emergency** (see WAE/PSE Contract)  
(List reason below-HR approval req.)
- \_\_\_\_\_ **Bereavement** (see WAE/PSE Contract)  
(List relationship below-HR approval req.)
- \_\_\_\_\_ **Illness- (for Family see WAE/PSE Contract)**  
(List relationship below-HR approval req.)
- \_\_\_\_\_ **Maternity** (see WAE/PSE contract)
- \_\_\_\_\_ **Jury Duty** (see WAE/PSE contract)
- \_\_\_\_\_ **Dr./Dentist Appt. -** (see WAE/PSE contract)

**PROFESSIONAL:** (Budget code req)

- \_\_\_\_\_ **Workshop/Conferences**  
(List conference name below)
- \_\_\_\_\_ **Curriculum Business**
- \_\_\_\_\_ **Inservice Training**
- \_\_\_\_\_ **Association** (bill association)
- \_\_\_\_\_ **Professional Development**
- \_\_\_\_\_ **District Business**
- \_\_\_\_\_ **Field Trip**
- \_\_\_\_\_ **Other** (explain below)

**WITHOUT PAY:**

- \_\_\_\_\_ **Personal Business**

**REASON FOR REQUEST OF LEAVE \* (reason not required for personal leave):**

\_\_\_\_\_

\_\_\_\_\_  Granted  Denied  
Building Principal or Immediate Supervisor

\_\_\_\_\_  Granted  Denied  
Superintendent or Designee

Acct code: \_\_\_\_\_ Sub required No sub required

**Entered into Sub on-line** Date: \_\_\_\_\_ Initials: \_\_\_\_\_ Job# \_\_\_\_\_

District office use:

Acct code: \_\_\_\_\_ # Days \_\_\_\_\_ # Hrs/Minutes \_\_\_\_\_

White-Payroll Yellow-Supervisor Pink-Employee Revised 10/08

**APPENDIX D**  
**ASSIGNMENT OF WAGES FORM**

Washougal Association of Educators

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

TO: \_\_\_\_\_ 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.

Date: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

**APPENDIX E**  
**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.

Date: \_\_\_\_\_ Employee \_\_\_\_\_

**APPENDIX F**  
**WASHOUGAL SCHOOL DISTRICT**  
**Summary Evaluation Report for Certified Classroom Teachers**  
**Based on the Washington State Professional Development Guide**

Name: \_\_\_\_\_

School: \_\_\_\_\_

Record of Observations

Assignment \_\_\_\_\_

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

TYPE: Annual   
 Other

Evaluators Summary Comments:

Include strengths, weaknesses, suggestions for improvement and recommendations. Comments relating directly to evaluative criteria and/or observation records are required for all unsatisfactory ratings.

**RATING:** S = Satisfactory U = Unsatisfactory

	S	U
A. Professional Preparation and Scholarship	<input type="checkbox"/>	<input type="checkbox"/>
B. Knowledge of Subject Matter	<input type="checkbox"/>	<input type="checkbox"/>
C. Instructional Skill	<input type="checkbox"/>	<input type="checkbox"/>
D. Classroom Management	<input type="checkbox"/>	<input type="checkbox"/>
E. Handling Student Discipline and Attendant Problems	<input type="checkbox"/>	<input type="checkbox"/>
F. Interest in Teaching Pupils	<input type="checkbox"/>	<input type="checkbox"/>
G. Effort Toward Improvement When Needed	<input type="checkbox"/>	<input type="checkbox"/>
H. Employee/Staff Relations	<input type="checkbox"/>	<input type="checkbox"/>

Long form additional pages attached \_\_\_\_\_

Short form 30-minute observation with summary \_\_\_\_\_

Short form 60-minute observation w/o summary \_\_\_\_\_

Employee statement attached \_\_\_\_\_

It is my judgment, based upon adopted criteria that this employee's overall performance has been

\_\_\_\_\_ during the evaluation period covered by this report  
 (satisfactory or unsatisfactory)

\_\_\_\_\_  
 Signature of Evaluator

\_\_\_\_\_  
 Date

I have received a copy of this report. It does not necessarily indicate agreement with the findings.

\_\_\_\_\_  
 Signature of Employee

\_\_\_\_\_  
 Date

**APPENDIX F-1**  
**Teacher Evaluation Post-Conference Summary**  
**OBSERVATION NOTES & SUMMARY**

Teacher Name: \_\_\_\_\_ Date: \_\_\_\_\_

Observation Time: \_\_: \_\_ to \_\_: \_\_ Administrator Name: \_\_\_\_\_

**Learning Target/GLE Reference**

**Learning Target Stated in Student Language**

**SUMMARY**

<b>1.a LEARNING PROCESSES</b>	<b>STUDENT BEHAVIORS/STUDENT VOICE</b>
	Students demonstrate learning; students talk about their learning; students write
1a. Students know the learning targets and what is required to meet them (specific GLE)	Students describe the learning targets, the expectations to reach them, and why that learning is important to them. Students connect past learning to the new learning targets.

**Evidence of 1.a**

<b>1.b LEARNING PROCESSES</b>	<b>STUDENT BEHAVIORS/STUDENT VOICE</b>
	Students demonstrate learning; students talk about their learning; students write
1b. Students know progression of learning to reach the targets	Students articulate the progression of steps to reach the learning targets and identify, on their own, where they are in that progression. Students describe what they need to do to move to the next level of performance.

**Evidence of 1.b**

<b>1.c LEARNING PROCESSES</b>	<b>STUDENT BEHAVIORS/STUDENT VOICE</b>
	Students demonstrate learning; students talk about their learning; students write
1c. Students know how to access additional resources for support when needed	Students are aware of the options to get support and access appropriate help, when needed. In their daily work, students consistently utilize the resources for assistance, remediation, acceleration, or enrichment as is appropriate.

**Evidence of 1.c**



## **Evidence of student voice in the lesson**

*Examples of Student Voice:*

- *Video or audio of students talking*
- *Journal entries that students have written*
- *Student work*
- *Student reflections*
- *Student writing, sharing, presentations*

## **Feedback on the Lesson**

## **“Stretch” Suggestion**

## **EVALUATION COMMENTS**

Reference: Section 6.2 Evaluation Criteria-Employees

- A. Professional Preparation and Scholarship
- B. Knowledge of Subject Matter
- C. Instructional Skill
- D. Classroom Management
- E. Handling of Student Discipline and Attendant Problems
- F. Interest in Teaching Pupils
- G. Effort Toward Improvement When Needed
- H. Employee-Staff Relations

**APPENDIX G**  
**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 H**  
**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 I**  
**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 J**  
**REQUEST FOR PAYMENT**

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

\_\_\_\_\_ have completed

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

Date: \_\_\_\_\_ Employee Signature: \_\_\_\_\_

**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 K**  
**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 co-president

\_\_\_\_\_  
\_\_\_\_\_

Superintendent or designee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WAE co-president

\_\_\_\_\_  
\_\_\_\_\_

Date

**APPENDIX L**  
**WASHOUGAL SCHOOL DISTRICT NO. 112-6**  
**CERTIFICATE OF EMPLOYEE TIME, RESPONSIBILITY, AND INCENTIVE**  
**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, etc., and will be provided additional prorated, per diem compensation of \$ \_\_\_\_\_ for the work.

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: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent or designee

***PART II***

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

Signature of employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX M**  
**WASHOUGAL SCHOOL DISTRICT NO. 112-6**  
**TRI ELECTION FORM**  
**WAE BARGAINING UNIT MEMBERS ONLY**

Per the WAE negotiated agreement, employees wishing to use TRI compensation dollars for reimbursement may do so by designating any portion of their TRI funds to go into the Professional Staff Development Account. This would allow you to be reimbursed for out-of-pocket expenses for classroom materials or tuition or conference expenses not covered by the school district. If you choose this option you will receive a check after completing the required form along with the required receipts to document your expenditure of these funds.

The Expense Claim form should be submitted to the Business Office the month you incur the expense. Reimbursement checks will be issued monthly.

Unused Professional Staff Development Accounts will carry over from year to year. This election must be made no later than **September 30** by completion of this form.

**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE ALL YOUR TRI PAY AS COMPENSATION.**

Fill out the following and return to the Business Office by **October 1** ONLY IF you elect to place any of your TRI compensation into your Professional Staff Development Account.

I elect to place the following amount of TRI compensation into my Professional Staff Development Account:

**\$** \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



APPENDIX N  
**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 O**  
**WASHOUGAL SCHOOL DISTRICT NO. 112-6**  
**PRIOR APPROVAL APPLICATION FOR**  
**PROFESSIONAL STAFF DEVELOPMENT FUNDS**  
**(NOT TRI MONIES)**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Building: \_\_\_\_\_

Rationale: \_\_\_\_\_

Date(s) of Activities: \_\_\_\_\_

**ESTIMATED PROFESSIONAL STAFF DEVELOPMENT EXPENSES:**

Date and estimated time of departure \_\_\_\_\_

Date and estimated time of return \_\_\_\_\_

Registration Fee \_\_\_\_\_ \$ \_\_\_\_\_  
(Attach copy of conference schedule/agenda)

Housing \_\_\_\_\_ \$ \_\_\_\_\_

Meals (per diem rate on Expense Claim form) \_\_\_\_\_ \$ \_\_\_\_\_  
(Must follow Board Policy 5341.P)

Transportation via \_\_\_\_\_ \$ \_\_\_\_\_

Other expenses (detail) \_\_\_\_\_ \$ \_\_\_\_\_

Number of substitute days required \_\_\_\_\_ @ current sub rate \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL ESTIMATED EXPENSES** \_\_\_\_\_ \$ \_\_\_\_\_

Project Recommended By \_\_\_\_\_

Principal/Supervisor Signature



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