

Washougal School District  
&  
Washougal Association of Educators

Collective Bargaining Agreement  
2015 - 2017



<b>Section 1 General Contract Information .....</b>	<b>4</b>
Section 1.1 Preamble .....	4
Section 1.2 Recognition .....	4
Section 1.3 Definitions .....	5
Section 1.4 Compliance Between Individual Contract And Master Agreement .....	5
Section 1.5 Relationship To Existing Policies, Procedures, Rules And Regulations .....	5
Section 1.6 Distribution Of Agreement .....	5
Section 1.7 Contract Administration .....	5
Section 1.8 Rights Of Management .....	6
Section 1.9 Conformity To Law .....	6
Section 1.10 Reopener Clause .....	6
Section 1.11 Maintenance Of Standards .....	6
Section 1.12 Duration .....	6
Section 1.13 Exclusivity .....	6
Section 1.14 Communication Rights And Privileges .....	7
Section 1.15 Availability Of Information .....	7
Section 1.16 Right Of Consultation .....	7
Section 1.17 Payroll Deductions And Representation Fees .....	8
<b>Section 2 Individual Employee Protection .....</b>	<b>10</b>
Section 2.1 Individual Rights .....	10
Section 2.2 Representation .....	10
Section 2.3 Just Cause .....	10
Section 2.4 Academic Freedom .....	11
Section 2.5 Personnel Files .....	11
Section 2.6 Employee Protection .....	12
Section 2.7 Individual Employee Contract .....	12
Section 2.8 Safety Procedures / Working Conditions .....	13
Section 2.8.1 Harassment Free / Working Conditions .....	13
Section 2.9 Substitute Teachers .....	13
<b>Section 3 Working Conditions .....</b>	<b>14</b>
Section 3.1 Assignments .....	14
Section 3.2 Reassignment And Transfer .....	14
Section 3.3 Involuntary Reassignment Or Transfer .....	16
Section 3.4 Job Sharing .....	17
Section 3.5 Part-Time Employees .....	17
Section 3.6 Mentor Program .....	18
Section 3.8 Work Year/Workday .....	18
Section 3.9 Conference Time: Parent/Employee .....	19
Section 3.10 Grades Due .....	19
Section 3.11 Planning Time .....	20
Section 3.12 Class Size .....	20
Section 3.13 Classroom Visitation .....	21
Section 3.14 Covering Classes .....	21
Section 3.15 Curriculum Development .....	22
Section 3.16 Release Time .....	22
Section 3.17 Student Discipline .....	22
Section 3.18 Professional Learning Communities .....	23
Section 3.19 Technology .....	24
Section 3.20 Special Education .....	24

<b>Section 4 Compensation .....</b>	<b>25</b>
Section 4.1 Salaries.....	25
Section 4.2 TRI Compensation.....	25
Section 4.3 Per Diem Days.....	25
Section 4.4 Payday.....	25
Section 4.5 Salary Schedule Advancement.....	25
Section 4.6 Fringe Benefits.....	26
Section 4.7 Supplemental Contracts .....	26
Section 4.8 Payment Of Supplemental Contracts .....	27
Section 4.9 Career Supplemental Stipends .....	27
Section 4.10 Extended Learning.....	27
Section 4.11 National Board Certification .....	27
<b>Section 5 Leaves .....</b>	<b>28</b>
Section 5.1 Leave Provisions - With Pay .....	28
Section 5.2 Leave Provisions - Without Pay .....	30
<b>Section 6 Evaluation .....</b>	<b>32</b>
<b>Section 6.1 Certificated Staff Evaluation .....</b>	<b>32</b>
Section 6.2 Evaluation Criteria - Support Personnel .....	38
<b>Section 7 Staff Reduction and Re-employment Agreement (Layoff and Recall) .....</b>	<b>39</b>
Section 7.1 - Procedures For Staff Reduction.....	39
Section 7.2 Procedures For Staff Recall.....	40
<b>Section 8 Grievance Procedures .....</b>	<b>41</b>
<b>Exhibit A: Part-Time Matrix.....</b>	<b>44</b>
<b>Exhibit B: Co-Curricular, Non-Coaching Co-Curricular, and Curricular Leaders Salary Schedule.....</b>	<b>45</b>
<b>Appendix A : Step 2 Grievance.....</b>	<b>47</b>
<b>Appendix A: Step 2B Grievance .....</b>	<b>48</b>
<b>Appendix A: Step 3 Grievance .....</b>	<b>49</b>
<b>Appendix B: Request For Transfer Or Additional Assignment .....</b>	<b>50</b>
<b>Appendix C: Assignment Of Wages Form .....</b>	<b>51</b>
<b>Appendix D: Assignment Of Wages Form For Religious Objection .....</b>	<b>52</b>
<b>Appendix E: Certificated Evaluation Form .....</b>	<b>53</b>
<b>Appendix E-2: Teacher Evaluation Post-Conference Summary .....</b>	<b>59</b>
<b>Appendix F: Job Sharing Request .....</b>	<b>60</b>
<b>Appendix G: Safety Procedures/Working Conditions Form .....</b>	<b>61</b>
<b>Appendix H: Overload Notification.....</b>	<b>62</b>
<b>Appendix I: Request For Payment .....</b>	<b>63</b>
<b>Appendix J: Request For Contract Waiver .....</b>	<b>64</b>
<b>Appendix K: Certificated Employee Time, Responsibility, And Incentive Supplemental Contract.....</b>	<b>65</b>
<b>Appendix L: Personal Growth Plan Planning Sheet .....</b>	<b>66</b>
<b>Appendix M: TRI Schedule .....</b>	<b>67</b>
<b>Appendix N: Civility Reporting Form .....</b>	<b>68</b>
<b>Appendix O: Loss or Damage to Personal Property Reporting Form.....</b>	<b>69</b>
<b>Appendix P(1): Professional Learning Community (PLC) Proposal Form .....</b>	<b>70</b>
<b>Appendix P(2): Professional Learning Community (PLC) Proposal Form .....</b>	<b>71</b>
<b>Appendix Q: MOU on Class Size .....</b>	<b>72</b>
<b>Index .....</b>	<b>73</b>

## Section 1 General Contract Information

### Section 1.1 Preamble


This Agreement is entered into this 1st Day of September, 2015, 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


  
\_\_\_\_\_  
By: Frank Zahn, President WAE

  
\_\_\_\_\_  
By: Brett Cox, Negotiations Committee Member

  
\_\_\_\_\_  
By: Pam Ausman, Negotiations Committee Member

  
\_\_\_\_\_  
By: Sue Conway, Negotiations Committee Member

#### DISTRICT

  
\_\_\_\_\_  
By: Michael Stromme, Superintendent

Dated this 23 day of MAY 2016

1 **Section 1.3 Definitions**

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

3 The term “Agreement” shall mean this entire contract.

4 The term “Association” shall mean the Washougal Association of Educators.

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

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

7 The term “W.E.A.” shall mean the Washington Education Association.

8 The term “N.E.A.” shall mean the National Education Association.

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

11 The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement.

12 The term “Act” shall mean the Educational Employment Relations Act, RCW. 41.59.

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

16 **Section 1.4 Compliance Between Individual Contract And Master Agreement**

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

21 **Section 1.5 Relationship To Existing Policies, Procedures, Rules And Regulations**

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

25 **Section 1.6 Distribution Of Agreement**

26 Within a reasonable (thirty days) time following the signing of this Agreement, the District shall print and  
27 distribute to all employees copies of this Agreement. Copies of this Agreement shall be available in the  
28 district office for applicants for certificated positions to examine.

29 **Section 1.7 Contract Administration**

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

1 **Section 1.8 Rights Of Management**

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

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

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

11 **Section 1.9 Conformity To Law**

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

16 **Section 1.10 Reopener Clause**

17 This Agreement constitutes the entire Agreement between the Board and the WAE and shall become  
18 effective September 1, 2015, and shall continue until August 31, 2017. This contract can be opened in  
19 May of each year during the life of this Agreement for negotiation of specific, mutually determined  
20 issues.

21 **Section 1.11 Maintenance Of Standards**

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

26 **Section 1.12 Duration**

27 The duration of this contract shall be from the beginning of the 2015-2016 school year through the 2016-  
28 2017 school year, provided however that the individual provisions of the contract shall remain in effect  
29 until such time as they are revised or replaced through the negotiations process. The contract may be  
30 reopened on specific issues of mutual concern.

31 **Section 1.13 Exclusivity**

32 The District recognizes that exclusive rights enjoyed by the Association are those provided for in RCW.  
33 41.59.20

1 **Section 1.14 Communication Rights And Privileges**

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

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

11 First Priority---U.S. Mail

12 Second Priority—Official District Interoffice and School Mail

13 Third Priority---District Related Organization Mail

14 Fourth Priority—Non-District Related Organizational Mail

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

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

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

27 **Section 1.15 Availability Of Information**

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

33 **Section 1.16 Right Of Consultation**

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

1 **Section 1.17 Payroll Deductions And Representation Fees**

2 A. On or before August 25 of each school year, the Association shall give written notice to the Board  
3 of:

4 1. The dollar amount of individual dues and assessments of the Association (including the  
5 National Education Association and Washington Education Association) that are to be  
6 deducted in the coming year under payroll deduction.

7 2. The name of charitable organization to which persons with religious objections make  
8 payment in- lieu of dues contributions. The final determination of approved charitable  
9 organizations shall be by mutual agreement between the Board and the Association.

10 3. The total for these deductions shall not be subject to change during the school year.

11 B.

12 1. Deductions authorized above shall be made in twelve (12) equal amounts from each  
13 paycheck beginning the pay period in September through the pay period in August of  
14 each year. Employees who commence employment after September or terminate  
15 employment before June shall have their deductions pro-rated at one-twelfth (1/12) of the  
16 total annual amount for each month the employee is employed. The Board agrees to  
17 promptly remit directly to the Washington Education Association all monies so deducted,  
18 accompanied by a list of employees from whom the deductions have been made. A  
19 duplicate list shall be promptly provided the Association as receipt for said transactions.  
20 On or before the monthly pay period, the Board shall notify the Association of any  
21 changes in said list due to employees entering or leaving the employ of the District.

22 2. The Association agrees to reimburse any employees from whose pay dues and  
23 assessments were deducted, in excess of the total amount due the Association at that time,  
24 provided the Association or its affiliate actually received the excessive amount.

25 C. Membership Deductions: Within ten (10) days of their commencement of employment,  
26 employees who do not currently have deductions for dues and assessments made by the District  
27 may sign and deliver to the Board a form to authorize deduction of membership dues and  
28 assessments of the Association (including National Education Association and Washington  
29 Education Association). Such authorization shall continue in effect from year to year unless a  
30 request for revocation is submitted to the Board and the Association, signed by the employee, and  
31 received between August 1, and 31, preceding the designated school year for which revocation is  
32 to take effect. Each month during the school year, the Association agrees to provide the Board  
33 with the names of those employees who have joined the Association and paid its dues and  
34 assessments by cash.

35 D. Representation Fee Deductions:

36 1. Any employee claiming a bona fide religious objection shall notify the Association and  
37 the Board of such objection in writing within ten (10) days of commencement of  
38 employment.

39 2. In the event that any employee fails to sign and deliver an assignment of wages for  
40 authorizing payroll deduction, the Board agrees to deduct from the salary of such  
41 employee a representation fee in an amount equal to the membership dues and  
42 assessment; provided, however, that employees who have joined the Association and  
43 have paid through cash payment, as verified by the monthly Association list, shall not be  
44 subject to this deduction.

45 3. Representative fees deductions shall be handled and transmitted by the Board in the same  
46 fashion as membership deductions.

- 1           E. Charitable Organization Deductions:
- 2                   1. Pending determination, mutually by the Association and the Board, on any bona fide
- 3                   religious objection, the Board agrees to deduct from the salary of the employee claiming
- 4                   such objection an amount equivalent to the Association dues and assessments; provided,
- 5                   however, that said monies shall not be transmitted until such time as the final
- 6                   determination has been made. In the event that it is finally determined that the employee
- 7                   does not have a bona fide religious objection, the Board agrees promptly to remit to the
- 8                   Association all monies being held.
- 9                   2. In the event that an employee has been determined to have a bona fide religious objection
- 10                  to the payment of a representation fee, said employee shall pay an amount of money
- 11                  equivalent to regular dues and assessments to a designated charitable organization. The
- 12                  Board agrees to remit to the Association each month a list of employees on behalf of
- 13                  whom charitable deductions have been made.

1 **Section 2 Individual Employee Protection**

2 **Section 2.1 Individual Rights**

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

5 **Section 2.2 Representation**

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

10 **Section 2.3 Just Cause**

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

1 **Section 2.4 Academic Freedom**

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

- 4 A. Employees will have latitude in the selection of teaching methodology and strategies provided the  
5 methods and strategies enable a student to reach the approved goals and objectives of the course.
- 6 B. Teachers will plan materials, discussions, and procedures, including the use of guest speakers to  
7 gain divergent points of view, with thoroughness and objectivity to acquaint students with the  
8 need to recognize opposing viewpoints, the importance of facts, the value of judgment and the  
9 virtue of respect for conflicting opinions. Teachers will exercise professional judgment in  
10 determining the appropriateness of the issue to the curriculum and the maturity of the students.  
11 When in doubt regarding appropriateness, the matter should be referred to the principal and/or  
12 appropriate district administrator.
- 13 C. Should a community furor develop over the alleged inappropriateness of material or methodology  
14 strategies, in relation to the maturity level of the students, the principal may direct the employee  
15 to halt the topic until a Board level review of the matter can be conducted.
- 16 D. No mechanical or electronic devices by students or visitors may be used by students or visitors  
17 without the permission of the employee. No mechanical or electronic devices shall be used in the  
18 classroom by a supervisor without the knowledge of the employee, and without at least two days  
19 prior notice to the employee.

20 **Section 2.5 Personnel Files**

- 21 A. Employees shall have the right to review by prior appointment all materials in their personnel file.  
22 The superintendent, or his/her designee, shall be present during this review. Employees shall have  
23 the opportunity to review all materials before they are made a permanent part of their personnel  
24 file. An employee shall have the right to answer and/or refute in writing any materials that may be  
25 judged by him/her to be derogatory to his/her conduct, service, character or personality. The  
26 written response shall be made part of the employee's personnel file.
- 27 B. Derogatory material that is not part of the evaluations of an employee shall be kept in a separate  
28 file and maintained in accordance with state retention requirements.
- 29 C. Citizens' written complaints against an employee that are found by the administration after  
30 careful investigation to be unsubstantiated shall not be included in the personnel files.  
31 Substantiated citizens' complaints that may adversely affect the employee's employment status  
32 may be included in the employee's personnel file after the employee has been informed of the  
33 complaints. Grievances and materials and/or evidence on the grievance shall be kept in a separate  
34 file, also available for review.

1 **Section 2.6 Employee Protection**

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

17 **Section 2.7 Individual Employee Contract**

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

1 **Section 2.8 Safety Procedures / Working Conditions**

- 2 A. The employer shall endeavor to provide and maintain a safe and healthy place of employment.  
3 All employees shall endeavor in the course of performing the duties associated with their  
4 employment to be alert to unsafe or unhealthy practices, equipment, or conditions, and to report  
5 any such practices, equipment, or conditions to their immediate supervisor.
- 6 B. The Association shall appoint a representative to serve on the District Safety Committee.  
7 Procedures for reporting:
- 8 C. The employee will complete a form (Appendix G) outlining the nature of the problem and  
9 possible solution sought.
- 10 D. Receipt of the form will be acknowledged by the building principal and the District within ten  
11 (10) working days with a copy sent to the employee. Acknowledgment will include solutions and  
12 possible timelines for solving the problem.

13 **Section 2.8.1 Harassment Free / Working Conditions**

- 14 A. Employees are to work in an environment free from harassment. No employee will be harassed  
15 due to any grievance processing, professional negotiations activity, or representing themselves  
16 and members in both formal and informal hearings.
- 17 B. If employees believe they have been treated in an uncivil manner by an adult member of the  
18 community, another employee, or a student of the Washougal School District, they should take  
19 the following steps:
- 20 1. Step 1. Within two (2) days of the incident, speak directly and respectfully with the  
21 individual, in an appropriate time, place and manner, seeking to resume communications  
22 on a civil basis. If the individual is a student, the employee may also speak with the  
23 student's parent.
- 24 2. Step 2. At any time after Step 1 has been attempted, if civil discussion cannot be  
25 resumed, the employee should ask a co-worker or supervisor to facilitate a conversation  
26 with the individual perceived to have been uncivil. Such a facilitated conversation should  
27 focus on the expectation of civility and requirements for achieving civil exchanges in the  
28 future.
- 29 3. Step3. At any time after Step 2 has been attempted, if it is determined that civil  
30 communications and appropriate problem-solving cannot be restored between/among the  
31 individuals affected, the employee's supervisor should help the employee to establish  
32 requirements for further communications (i.e., the presence of a specified third person,  
33 restrictions on physical access to the employee's work space) in order to protect the  
34 employee's rights. The supervisor may also suggest such additional resources as  
35 mentoring, specific training, and/or written materials that address the employee's needs.
- 36 C. Employees will use the form found in Appendix N to report uncivil treatment to their supervisor  
37 or other district administrator.

38 **Section 2.9 Substitute Teachers**

39 The following provisions of the negotiated agreement will apply to non-contracted substitute teachers:  
40 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.

1 **Section 3 Working Conditions**

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

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

10 **Section 3.1 Assignments**

11 A. Assignment to Multiple Schools: The District will schedule the employee who is assigned to  
12 more than one school so that he/she will not be required to engage in an unreasonable amount of  
13 inter-school travel that accounts for hazardous/difficult driving conditions. If conditions require,  
14 additional paid time will be awarded to the employee to allow for a safe drive between  
15 assignments.

16 B. Notification of Assignment: Employees will normally be notified of a change in assignment by  
17 the last day of school unless a change is caused by actual student enrollment/staff changes, in  
18 which case notice will occur as quickly as the situation arises. Notification shall be in writing. If  
19 the assignment is different from the previous year the employee may, upon written request, meet  
20 with the principal or his/her designee to review the assignment.

21 C. Job Share: See job share language (Section 3.4)

22 Itinerant employees who are required to use personal transportation to travel between duty sites during the  
23 duty day and classroom teachers assigned to multiple buildings (excluding home-to-work and work-to-  
24 home) may track and submit documentation for mileage reimbursement at the current IRS mileage rate.  
25 Such requests should be submitted on a monthly or quarterly basis consistent with the District-approved  
26 reimbursement procedures.

27 **Section 3.2 Reassignment And Transfer**

28 A. Definitions:

- 29 1. Transfer is a change of assignment to a different school/building.  
30 2. Reassignment is a change of assignment within the building  
31 3. Voluntary reassignment or transfer is initiated by a teacher who is looking to move to a  
32 different assignment within his/her building or another building.  
33 4. Involuntary transfer or reassignment is one that is initiated by the District.  
34 5. Seniority is FTE years of Washougal experience.

35 B. Procedural Overview in Reassignment and Transfer:

- 36 1. When an opening exists it will be posted for five (5) working days. If not filled in-  
37 building, in-district applicants will be considered. If not filled in-district outside  
38 applicants may be considered. Employees will notify their principal or supervisor of their  
39 intent to be voluntarily reassigned or transferred by completing a Request for Transfer or  
40 Additional Assignment form.  
41 2. Reassignment Form: The employee shall complete a request form that shall be kept on  
42 file in the district office. The request for transfer or additional assignment will be  
43 submitted through the district reassignment system or procedure.

1 C. Voluntary Reassignment

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

19 D. Voluntary Transfer

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

1 E. Moving Expenses:

- 2 1. An employee who is transferred or reassigned because of District need will be paid for  
3 actual packing, moving, unpacking, and setting-up of the new classroom at curriculum  
4 rate not to exceed 21 hours.
- 5 2. Employees who ask the District for a transfer or reassignment will have their classroom  
6 items transported (after the employee has prepared the items for transport) by the District.  
7 With this, the employee will not be paid the curriculum rate for packing, moving,  
8 unpacking, and setting up the new classroom.
- 9 3. Employees who are being reassigned involuntarily at the request of the District or the  
10 building principal, will be paid for actual packing, moving, unpacking, and classroom set-  
11 up time at curriculum rate, not to exceed 21 hours. Alternatively, substitute coverage for  
12 up to three (3) school days will be awarded if the school year is in session. This will  
13 include employees who are requested by the District or building principal to move to a  
14 different classroom and/or grade level(s) within a building before or after the school year  
15 has begun.
- 16 4. If under unusual circumstances, moving is not able to be completed within the 21 hours,  
17 the employee may request additional compensation with approval of the building  
18 principal.

19 **Section 3.3 Involuntary Reassignment Or Transfer**

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

26 B. In-Building Involuntary Reassignment

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

1 C. In-District Involuntary Transfer

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

17 **Section 3.4 Job Sharing**

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

31 **Section 3.5 Part-Time Employees**

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

1 **Section 3.6 Mentor Program**

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

18 **Section 3.8 Work Year/Workday**

- 19 A. The school calendar will be collaboratively negotiated between the District and the WAE. The  
20 employee contracted work year will be 180 days for returning staff and 181 days\* for employees  
21 new to the District. The base contract is 180 days (181 days for employees new to Washougal),  
22 and any state-funded Learning Improvement Days are added to that base as mandatory non-  
23 student days.
- 24 B. Learning Improvement Days, equally divided between building and District direction, must be  
25 used for activities related to improving student learning consistent with educational reform  
26 implementation (and consistent with state law). In addition, all 180 day per diem references  
27 throughout the Collective Bargaining Agreement are modified to include all state-funded  
28 Learning Improvement Days.
- 29 C. \*This number adjusts to reflect the actual number of state funded teacher contract days for  
30 returning Washougal employees and that number +1 for new Washougal employees. The  
31 employees per diem will be determined by dividing annual salary by the number of state funded  
32 employee days.

33 **Section 3.8 A End Of Year Check Out**

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

1 **Section 3.8 B Teacher Workday**

- 2 A. Employees will report for work ½ hour before the student day and be released no later than ½  
3 hour after the student day\*. The structure of the “student day” will be determined by the building  
4 administrator in consultation with staff and in accordance with what is educationally sound for  
5 students. On weather related delayed starts or weather related early releases, the ½ hour before  
6 and after adjusts to before and after the revised start and stop time.
- 7 B. Employees may leave after the close of the student day on Fridays and the day before a holiday  
8 begins, as compensation for faculty meetings or other school activities that necessitate employee  
9 attendance beyond the normal workday (evening parent conferences, evening curriculum  
10 meetings, school wide open house programs) if the employee has no assigned duty. Additionally,  
11 principals will consult with the site-based team on the number of after school activities in an  
12 effort to limit the number of such activities.
- 13 C. Provided further that an additional ½ hour per week immediately before or after the employee day  
14 shall be for faculty meetings, which may be combined with the ½ hour before or after, exclusive  
15 of Monday morning and Friday afternoon. Students will be dismissed three (3) hours early on the  
16 last day of school.
- 17 D. The District commits to insure fairness to teachers who supervise students outside of the  
18 instructional day.

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

20 **Section 3.8 C Elementary Recess Time**

21 Employees at the K-5 level will have one duty free recess period (twenty (20) minutes) either in the  
22 morning or the afternoon. Employees may give the principal input on their preferred recess time.  
23 However, employees may be requested to assist the building administrator during the recess period if an  
24 emergency arises and the administrator determines that assistance is needed in dealing with the situation.

25 **Section 3.8 D Parent Requested Conference**

26 The first time a parent requests a special conference with an employee through the principal, every effort  
27 will be made to hold the conference within the employee workday. However, if that is not possible, the  
28 principal and teacher will work together to find a mutually agreeable time for the first meeting either  
29 before or after the employee workday, which the employee will attend.

30 **Section 3.9 Conference Time: Parent/Employee**

31 Parent-employee conference time will be provided in the fall and in the spring. Grades K-12 will be  
32 dismissed three (3) hours early for five days in the fall and three days in the spring. Spring conferences  
33 are held on an as needed basis or by parent request. Staff not involved in parent conferences will be  
34 available for curriculum development projects. (See annual calendar for specific dates and early  
35 dismissal times.) Days for parent conferences will be scheduled when the annual calendar is developed.

36 **Section 3.10 Grades Due**

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

1 **Section 3.11 Planning Time**

- 2 A. Each full-time secondary instructor shall have a daily planning time that is equal to one  
3 instructional period. Secondary instructors working less than full-time are entitled to pro-rated  
4 planning time.
- 5 B. Each full-time employee K-5 (defined as elementary employees working more than 3 ½ hours per  
6 day) will be provided approximately two (2) hour blocks of time every Wednesday throughout  
7 the school year, excluding parent- employee conference weeks, for the primary purpose of  
8 planning instruction.
- 9 C. Each full time employee K-5 (defined as certificated employees working more than 3.5 hours per  
10 day) will be provided 270 minutes of planning time each week: music 60 minutes per week,  
11 library 30 minutes per week, health/fitness 60 minutes per week, Wednesday early release 120  
12 minutes per week. Elementary employees working part-time will be provided with pro-rated  
13 planning time.

14 **Section 3.12 Class Size**

- 15 A. The District and the Association agree that the ideal student-teacher ratio is an average of 25  
16 students per employee.
- 17 WHEN K-3 exceeds 25; 4-8 exceeds 28; 9-12 exceeds 28 (exception: a teacher with two or more  
18 classes with enrollment of 20 or under). A teacher may elect to waive class size limitation.
- 19 THEN Class overload shall be reduced by:
- 20 1. Transferring students.
- 21 2. Hiring additional staff.
- 22 3. Transferring or reassigning district personnel if the adjustment does not result in a class  
23 of less than 18 students.
- 24 B. The District and the Association shall schedule twice-a-year meetings not later than the beginning  
25 of the third week of the school year and the second week of the second semester for the specific  
26 purpose of overload review and recommended resolutions. The Superintendent shall Chair the  
27 meetings and have discretion in making the final decision. Participants will include designated  
28 Association representative, designated district representatives to include school principals for  
29 affected schools. In advance of the meeting, each teacher with an overload situation will be  
30 invited to provide his/her input to the school principal on a proposed resolution.
- 31 C. The above district-wide meetings do not preclude classroom specific discussions between  
32 teachers and principals, and the association and district through labor-management when such  
33 overloads occur between the scheduled meeting dates.

- 1 D. If the above steps cannot resolve the class overload, the building administrator and teacher will  
2 mutually agree on implementing Step 1, 2 or 3 below.
- 3 1. Hiring aides (one hour aide time per student over the maximum class size, for as long as  
4 the maximum class size is exceeded).
- 5 a. A PE class size overload, with a shared aide shall be calculated on a ratio of 25:1.
- 6 2. Giving an extra stipend of \$10.00 per extra student per day.
- 7 3. Secondary (middle high school, grades 6-12) teachers who are in overload, and who are  
8 also above their maximum class size numbers (e.g., 140 at the middle and high school,  
9 excluding tutorial or advisory classes) will receive one-half of the overload stipend for  
10 each student in overload to recognize the overload within the instructional period as well  
11 as the increase in workload beyond the full workload level.
- 12 E. Within five days of notification (Appendix I) by the employee of the class overload situation  
13 (excluding the first week of school), identified steps will be taken to reduce or compensate the  
14 teacher for the overload.

### 15 **Section 3.13 Classroom Visitation**

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

- 18 A. Unless an employee has invited a visitor to be in a class at a specific time and date, all visits shall  
19 be arranged through the principal. Final arrangements for the visit will be made after the principal  
20 has conferred with the employee. The employee should communicate to the principal if the  
21 planned activity could be easily disrupted by a visitor or if it would be "atypical" of usual  
22 classroom activity (test). Weighing the needs of the students, employee and patron, the principal  
23 has the responsibility to finalize plans for the visitation, or suggest alternative times for a  
24 visitation.
- 25 B. Either the employee or the visitor may request a conference before and/or after the visitation. The  
26 conference should be held if either party requests it.
- 27 C. The principal of each school shall meet with the respective faculties to establish guidelines for the  
28 role of the employee and the visitor, so all will know what is expected during this activity. This  
29 information should be disseminated to the patron by the principal.

### 30 **Section 3.14 Covering Classes**

- 31 A. When necessary, an employee may be requested by an administrator to cover a class period. The  
32 employee involved will be reimbursed at his/her per diem rate. Every reasonable attempt shall be  
33 made to enlist the services of a substitute when the administrator is informed of an absence or  
34 when scheduled absences are initiated by the District.
- 35 B. When a classroom teacher at the K-5 level loses a prep period to provide classroom coverage for  
36 an absent teacher when a substitute cannot be employed, the employee will be paid for the lost  
37 prep period at his/her per diem rate. Should the administrator find it necessary to distribute the  
38 students among multiple classes, the teachers will proportionately share the per diem rate of the  
39 absent employee.

1 **Section 3.15 Curriculum Development**

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

13 **Section 3.16 Release Time**

- 14 A. Employees may be released from the classroom to participate in the following activities:
- 15 1. Employees may visit other districts.
- 16 2. Employees may attend conferences and other meetings aimed at the improvement of  
17 instruction.
- 18 3. Employees may be released from their classroom duties in order to work on curriculum  
19 committees.
- 20 B. Requests for released time may originate with the employee or any member of the administrative  
21 staff, or the Board. Such requests must be submitted to the building principal or designee. A  
22 substitute shall be provided at no cost to the employee for any released time during the school  
23 day. Staff must cover the cost of substitutes if they attend professional development classes not  
24 offered by the District.

25 **Section 3.17 Student Discipline**

- 26 A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior  
27 on the part of all students who attend schools in the District. Discipline shall be enforced fairly  
28 and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with  
29 applicable federal and state laws (RCW 28A.600.020).
- 30 B. Every employee shall have the power and support of the Board and superintendent to hold every  
31 student to a strict accountability in school for any disorderly or anti-social conduct. In carrying  
32 out this responsibility, employees and principals, or their designees will discipline student(s) in  
33 accordance with Board policy and age appropriate rules and regulations thereof. A reasonable  
34 attempt shall be made to notify parents or guardians prior to detention. If necessary to continue  
35 the educational process in the classroom, an employee may send to the principal's office and  
36 designated supervised discipline area, any student who seriously disrupts the educational program  
37 to the detriment of other students. If the employee requests it, before re-admittance to class, there  
38 may be a signed agreement finalized between the student, parent or guardian, principal and  
39 educator specifying the future behavior expectations of the student. If the request is denied by the  
40 principal, the employee may appeal the decision to the appropriate central office administrator.

1 **Section 3.18 Professional Learning Communities**

- 2 A. Each full time employee K-12 (defined as certificated employees working more than 3.5 hours  
3 per day) will be provided 25 hours of Professional Learning Community time per year within the  
4 contracted workday, as long as state instructional hours are met. The purpose of the PLC is for  
5 teaching teams to work together to improve student learning within a PLC framework. Building  
6 administrators will collaborate with the staff to assure that the allocated time is used effectively  
7 for Professional Learning Communities. The objective is to evolve into a PLC environment where  
8 PLC groups effectively self-direct within the district's PLC framework/protocols. Teams may be  
9 defined as two (2) or more certificated employees who have common or similar instructional  
10 assignments cross grade level or vertical planning teams.
- 11 B. Pending Board approval beginning in school year 2013-14, unless the District elected to  
12 implement the change earlier, professional learning community provisions shall be as follows:
- 13 1. Elementary: Wednesday early release of two (2) hours and forty-five (45) minutes with  
14 no change to release time on Monday, Tuesday, Thursday, or Friday. Elementary PLC  
15 will be forty (40) minutes.
- 16 2. Secondary: The three (3) hour early release on Wednesday once a month will be replaced  
17 with a forty (40) minute early release every Wednesday.
- 18 C. A Professional Learning Community (PLC) Team may request clock hour approval if the team  
19 undertakes an initiative that meets the criteria of 181-85-200 WAC, i.e.:
- 20 1. The objectives of the in-service program—i.e., intended outcomes—shall be written for  
21 each in-service education program.
- 22 2. The content of the in-service education program shall be set forth in a program agenda  
23 which shall specify the topics to be covered, the days and times of each presentation, and  
24 the names and short description of qualifications of each instructor—e.g., degrees and  
25 current professional position.
- 26 3. All in-service education instructors shall have academic and/or professional experience  
27 which specifically qualifies them to conduct the in-service education program—e.g., a  
28 person with expertise in a particular subject, field, or occupation.
- 29 4. Program materials, including the program agenda, prepared, designed, or selected for the  
30 in-service education program shall be available to all attendees.
- 31 5. Activities must relate to opportunities for participants to collect and analyze evidence  
32 related to student learning; professional certificate standards; school and district  
33 improvement efforts; K-12 frameworks and curriculum alignment; research-based  
34 instructional strategies and assessment practices; content of current or anticipated  
35 assignment; advocacy for students and leadership, supervision, mentoring/coaching;  
36 and/or building a collaborative learning community.
- 37 6. The in-service education program shall be evaluated by the participants to determine:
- 38 7. The extent to which the written objectives have been met;
- 39 8. Participant perception of relevance and quality of the offering;
- 40 9. The extent to which activities identified in subsection (5) of this section, addressed by the  
41 in-service program, have been met; and
- 42 10. Suggestions for improving the in-service education program if repeated.

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

4 **Section 3.19 Technology**

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

7 **Section 3.20 Special Education**

- 8 A. The Association and the District agree to the following district caseload averages for special  
9 education:

- 10 1. Resource Room (K-12): Twenty-six (26) to thirty-one (31).  
11 2. Adaptive Classrooms: Ten (10) to thirteen (13).  
12 3. Preschool: Eighteen (18) to twenty-two (22).  
13 4. EBD Self-Contained: Eight (8) to eleven (11).  
14 5. EBD Resource: Twelve (12) to sixteen (16).  
15 6. SLP: Fifty-two (52) to fifty-eight (58).  
16 7. OT: Forty-five (45) to fifty (50).  
17 8. School Psychologists. One (1) FTE per twelve hundred (1200) to thirteen (1300)  
18 students.

- 19 B. The Association and District agree to an annual fund of up to twenty thousand (\$20,000) that will  
20 be applied to overload relief when the average range is exceeded. Overload relief may include  
21 caseload rebalancing, substitute relief time for added workload, additional paraeducator support,  
22 or additional per diem time for increased IEP development. For SLP and OT, overload relief may  
23 include the addition of Certified Occupational Therapy Assistant or Speech Language Pathologist  
24 Assistant support.

- 25 C. It is the intent that the Administrator for Special Education and the special education  
26 teachers/specialists will seek mutual agreement as to the specific form and amount of relief. The  
27 Association President and the Administrator for Human Resources will assist in resolution when  
28 necessary.

## Section 4 Compensation

### Section 4.1 Salaries

The District and Association will continue to adopt the state's salary allocation model (SAM)

### Section 4.2 TRI Compensation

- A. Each full time employee will receive TRI compensation equal to 108 hours for the 2015-16 school year and 134 hours for the 2016-17 school year (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).
- B. Three (3) hours of the TRI compensation increase from 2015-16 to 2016-17 is a one-year agreement and will be discontinued at the end of the 2016-17 school year.
- C. In addition to the 108 hours (2015-16) or 134 hours (2016-17), each full time employee will also receive a TRI amount of \$730.00 for each year of the contract. This amount may be used, at the employee's discretion, for professional growth and development or other TRI funded activities.
- D. Employees are not required to submit professional development proposals and will not otherwise report or document professional development expenditures when utilizing the employee's TRI resources.
- E. 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 amounts are pro-rated for eligible part time employees.
- F. 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.

### Section 4.3 Per Diem Days

- A. The District will provide two (2) per diem days designated for use by the District prior to the school year. The District will establish dates for per diem day use no later than October 1 for the duration of the school year.
- B. An additional twelve (12) hours of per diem time is designated for use by the District. Three (3) hours of the per diem time will be discontinued at the end of the 2016-17 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.

- 1 D. Salary Maximum Movement - Certificated staff members frozen at the MA+90 will receive a  
2 stipend of 5% of the salary base once every three years upon completion of fifteen credits, and  
3 certificated staff members frozen at the BA+90 will receive a stipend of \$1,000 once every three  
4 years upon completion of fifteen credits. (Appendix I). The fifteen (15) credits must be earned by  
5 September 30 of the school year that payment is requested. The three (3) years of experience  
6 must be earned by August 31 of the previous school year. The District's maximum obligation for  
7 this section is \$10,000 per year for each salary base. In the event that earned stipends would  
8 exceed that amount, eligible employees will receive pro-rated stipends and would retain their  
9 eligibility and earn pro-rated stipends from year to year until receiving the full stipend amount.

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

- 11 E. Co-curricular Salary: See Exhibit B

## 12 **Section 4.6 Fringe Benefits**

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

- 17 B. The District current plan providers:

- 18 1. Washington Dental Service (dental insurance)(Mandatory for all employees)  
19 2. Vision Service Plan (vision insurance) (Mandatory for all employees)  
20 3. Regence Blue Cross (medical insurance)  
21 4. Kaiser Permanente (medical insurance)

## 22 **Section 4.7 Supplemental Contracts**

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

- 27 B. Grade Level Coordinators/Department Chairpersons Guidelines

- 28 1. Department/grade level coordinator responsibilities will be mutually agreed upon by  
29 administration, department/grade level coordinator, and department/grade level team by  
30 May 15 of the current school year.  
31 2. Department or grade level teams will meet and submit a recommendation to  
32 administration for department/grade level coordinator.  
33 3. The building administrator will consider recommendations, select department/grade level  
34 coordinators and submit final names to Human Resources Department by June 1 of the  
35 current school year.

- 36 C. The following criteria will be considered when choosing department or grade level coordinators:

- 37 1. Leadership skills  
38 2. Communication skills  
39 3. Organization skills  
40 4. Curriculum knowledge  
41 5. Team facilitation skills

1 D. Club Advisor Guidelines

- 2 1. Promote leadership, citizenship, and character development through guidance of group  
3 activities.  
4 2. Oversee the budget and moneymaking activities, and keep financial records for the club  
5 or class.  
6 3. Be present at club/class functions and advisor meetings.  
7 4. If appropriate, oversee membership selection, notification, and induction of club  
8 members.  
9 5. Advisors will follow building guidelines for the supervision of their class/clubs as set by  
10 the administration of their respective school.

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

- 13 1. Definitely will be funded  
14 2. That a decision on funding has not been made  
15 3. Definitely will not be funded

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

20 **Section 4.8 Payment Of Supplemental Contracts**

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

- 23 1. Payment in full, in one lump sum at the end of the activity.  
24 2. Payment in equal portions over the months the activity is conducted.  
25 3. Payment in equal portions over the months that the activity is conducted and the  
26 remaining months of the school year.

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

29 **Section 4.9 Career Supplemental Stipends**

30 An employee with twenty-five (25) years experience, and twenty (20) years as a Washougal School  
31 District employee is eligible to earn a stipend(s) for additional days as determined by the District. The  
32 additional days will be compensated at per diem rate not to exceed \$3,000/employee/career. Application  
33 for a stipend must be submitted no later than the end of the first week after Winter Break. The District's  
34 funding obligation will not exceed \$12,000/year and will be granted pro-rated funding if more than four  
35 (4) people apply in any one-year.

36 **Section 4.10 Extended Learning**

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

39 **Section 4.11 National Board Certification**

40 The District will provide two (2) hours of video support. Employees will also be granted up to three (3)  
41 release days to complete projects and requirements.

**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.

**Section 5.1A Personal Leave**

1. 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.
2. 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. Notices of less than two (2) days will be granted provided a substitute is available. No more than twelve (12) educators may use personal leave on any one day. This leave shall not apply to the first five (5) days of school or last five (5) days of school or to extend winter or spring breaks.
3. Employees may accumulate up to five (5) days of personal leave per year. Recognizing that optimum learning takes place with the regular teacher working with the students, an incentive is provided for the redemption of unused personal leave.
4. Up to two (2) days of unused personal leave per year may be redeemed at the BA+0 rate 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.)**

1. 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.
2. 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.
3. Sick leave may be taken in the case of emergencies as defined in the following:
4. 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.)
5. 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.
6. 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.

1 **Section 5.1C Sick Leave Buy-Back**

- 2 1. Employees may cash in unused sick leave days above an accumulation of sixty (60) at a ratio  
3 of one full day's monetary compensation for four (4) accumulated sick leave days. At the  
4 employee's option, they can cash-out their unused sick leave days in January of the school  
5 year following any year in which a minimum of sixty (60) days of sick leave is accrued and  
6 each January thereafter, at a rate equal to one (1) day's monetary compensation of the  
7 employee for each four (4) full days of accrued sick leave. The employee's sick leave  
8 accumulation shall be reduced four (4) days for each day compensated. No employee may  
9 receive compensation for sick leave accumulated in excess of one (1) day per month.
- 10 2. At the time of separation from District employment due to resignation, retirement or death, an  
11 eligible employee or the employee's estate shall receive remuneration at a rate equal to one  
12 (1) day's current monetary compensation of the employee for each four (4) full days' accrued  
13 sick leave for illness or injury. Subject to the eligibility specified in statute (RCW  
14 28A.404.210 and 212).

15 **Section 5.1D Sick Leave Sharing**

- 16 1. Employees are granted the right to donate sick leave to come to the aid of another employee  
17 according to the provisions provided for sick leave with pay once that employee has  
18 exhausted all sick leave (due to extraordinary or severe nature, RCW 28A.400.380) and is  
19 likely to take leave without pay.
- 20 2. An employee who has an accrued sick leave balance of more than twenty-two (22) days is  
21 allowed to transfer sick leave to another employee as specified above.
- 22 3. An employee cannot donate sick leave days that would result in his/her sick leave account  
23 going below twenty-two (22) days.
- 24 4. While an employee is using leave transferred under this provision, he/she shall receive the  
25 same treatment in respect to salary, and employee benefits as a regular employee.
- 26 5. Under this provision an employee may draw up to ninety (90) days. Extensions could be  
27 granted on a case- by-case basis with approval by WAE.

28 **Section 5.1E Bereavement Leave**

- 29 1. Up to four (4) days absence with pay may be allowed per year for personal bereavement  
30 occasioned by death in the immediate, step, or foster family of the employee and/or  
31 employee's spouse. Immediate, step, or foster family shall include mother, father, brother,  
32 sister, wife, husband, son, daughter, grandfather, grandmother, grandchild, aunt, or uncle.
- 33 2. One day may be used for extended family (nieces, nephews, or in-laws of one's own family).  
34 Unused bereavement leave shall not be cumulative from year to year.

35 **Section 5.1F Court Subpoena - Jury Duty**

- 36 1. Leave of absence will be granted when an employee is subpoenaed to appear in an official  
37 proceeding, if such proceeding does not involve self-employment, other employment, or  
38 other employer, or does not concern the employee's personal affairs.
- 39 2. No salary deduction shall be made from the employee's salary for such leave of absence.

1 **Section 5.1G Civic Leave**

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

8 **Section 5.1H Maternity Leave**

9 Absence for reasons of maternity shall be granted in accordance with the State of Washington Human  
10 Rights Commission requirement for maternity leave (See WAC 162-30-020). Maternity leave will be  
11 treated as any other temporary disability.

12 **Section 5.2 Leave Provisions - Without Pay**

13 **Section 5.2A Leave Of Absence Procedure For District Educators**

- 14 1. All educators in the District shall be entitled to apply for a leave of absence without pay, for the  
15 following reasons, listed in their general order of importance and consideration:
- 16 a. Health and recuperation  
17 b. Full-time student  
18 c. Work in related field or job  
19 d. Extended travel  
20 e. Rest  
21 f. Personal (including child rearing)
- 22 2. The Board shall weigh carefully the needs and advantage of granting the leave to the educator against  
23 the cost to the students of a break in their education resulting from having a substitute employee and  
24 in some cases the cost in dollars to the District. An adequate replacement must be available in order  
25 for the Board to consider granting the leave. To grant a leave of absence shall be at the sole discretion  
26 of the Board.
- 27 3. Provisions
- 28 a. The duration of the leave would be on the basis of individual need and will be stated on the  
29 written application. Leave will be granted for a duration of one year or less, and would expire at  
30 the date agreed upon.
- 31 b. Should the educator on leave feel an extension in the duration of his/her leave would be  
32 beneficial, the Board could grant it. The procedure of filing for an extension would be the same as  
33 for applying for the initial leave of absence. The educator requesting the leave will receive no  
34 salary for the period of his/her absence, but will retain his/her position on the salary schedule in  
35 educational increments and teaching experience. If during the leave the educator gains additional  
36 (a) educational experience and/or (b) teaching experience, then he/she will advance on the salary  
37 schedule accordingly.
- 38 c. While on leave the educator's accumulated sick leave, retirement and other benefits will be frozen  
39 as of the beginning of such leave.

1 4. Procedures

2 a. Applications shall be submitted to the superintendent or designee. Applications for leave along  
3 with the recommendation of the superintendent shall be forwarded to the Board within two weeks  
4 of receipt.

5 b. Leaves that extend for more than twenty (20) school days shall be applied for prior to April 15 of  
6 the school year preceding the school year in which the requested leave is to occur. The Board will  
7 inform the applicant in writing of its decision.

8 c. Employees on annual leave will give written notice to the superintendent of their intent to accept  
9 a position by April 15. Failure to return the contract by the agreed upon date will constitute  
10 resignation.

11 d. Those educators applying for leave who also hold supplemental contracts shall make their request  
12 in regard to the supplemental contract at the same time as their regular contract. The Board will  
13 consider the regular contract and the supplementary contract separately but at the same time, and  
14 the written decision of the Board shall cover both contracts.

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

18 **Section 5.2B Adoption Leave**

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

24 **Section 5.2 C Association Leave**

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

1 **Section 6 Evaluation**

2 **Section 6.1 Certificated Staff Evaluation**

3 **Section 6.1 A General**

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

7 **Section 6.1 B Provisional**

- 8 1. A teacher shall be considered a provisional employee and be subject to nonrenewal of his/her  
9 employment contract as provided in statute for the first three (3) years of employment.
- 10 2. An employee who has received a comprehensive summative evaluation rating below level 2  
11 on the four-level rating system during the third year of employment shall remain subject to  
12 the nonrenewal of his/her employment contract until the employee receives a level 2 rating.
- 13 3. The superintendent may make a decision to remove an employee from provisional status if  
14 the employee has received one of the top two evaluation ratings during the second year of  
15 employment.
- 16 4. If the teacher has previously completed at least two (2) years of certificated employment in  
17 another school district in the state of Washington, the employee shall be subject to  
18 nonrenewal of his/her employment contract during the first year of employment.

19 **Section 6.1.C Probation**

- 20 1. At any time after October 15th, an employee whose work is not judged satisfactory based on  
21 district evaluation criteria shall be notified in writing of the specific areas of deficiencies  
22 along with a reasonable program for improvement. A probationary period of sixty (60) days  
23 shall be established. Days may be added as long as the probationary period does not exceed  
24 May 15th of the same school year. The probationary period may be extended into the  
25 following school year if the probationer has five or more years of teaching experience and has  
26 a comprehensive summative evaluation performance rating as of May 15th of less than Level  
27 2.
- 28 2. A classroom teacher's work is not judged satisfactory if the teacher is rated at: Level I, or  
29 Level 2 if the teacher is a continuing contract employee with more than five (5) years of  
30 teaching experience and if the Level 2 comprehensive summative evaluation performance  
31 rating has been received for two consecutive years or for two years within a consecutive  
32 three-year time period.
- 33 3. An ESA's work is not judged satisfactory if the ESA receives an overall rating of  
34 unsatisfactory.
- 35 4. Prior to placement on probation the employee shall be informed that probation is a likely  
36 action and shall be given a period of up to thirty calendar days to address performance  
37 concerns in an attempt to avoid probation.
- 38 5. A teacher who is placed on probation shall receive notice and information in accordance with  
39 the statute and shall be provided with a full copy of the statutory process and procedure at the  
40 time of being placed on probation. The teacher shall be advised of the right to have a  
41 representative present during the meeting in which he/she is informed that he/she is being  
42 placed on probation.

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

5           **Section 6.1 D Response and Appeal Rights**

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

13          **Section 6.1 E Evaluation**

- 14          1. Responsibility of Evaluation:
- 15           a. Within each school the principal shall be responsible for the evaluation of employees assigned to  
16           that school. An employee assigned to more than one (1) school shall be evaluated by the  
17           principal of each school. The administrative organizational plan of the District shall be used to  
18           determine lines of responsibility for evaluation for any employee who is not regularly assigned to  
19           any school. Any principal or other supervisor may designate other supervisory certificated staff  
20           members to assist in the observation and evaluation process.
- 21           b. Prior to the beginning of the evaluation process, the administrator of each building shall meet  
22           with the staff to review and discuss the evaluation procedure and criteria.
- 23           c. If an employee is scheduled to be evaluated on the short form a conference will be held at the  
24           beginning of the school year. An employee desiring to be on a professional growth plan will meet  
25           with the administrator to initiate said plan. The plan must be finalized with the administrator  
26           prior to October 1.
- 27          2. Evaluation Criteria:
- 28           a. All employees (excluding professional growth) shall be evaluated in accordance with the criteria  
29           set forth in this Agreement.
- 30           b. Evaluations required or permitted here under shall be documented on the evaluation report form  
31           attached to this Agreement as (Appendix E).

1 3. Required Evaluations

- 2 a. All employees newly employed by the District shall be observed for a period of at least once for a  
3 total observation time of thirty (30) minutes within the first ninety (90) calendar days of the  
4 commencement of their employment.
- 5 b. The annual summative evaluation report shall be delivered to the teacher on or before June 1st of  
6 the school year. In extenuating circumstances (e.g., employee or supervisor absence), the June 1  
7 date may be extended by mutual agreement.
- 8 c. Evaluations that may result in non-renewal must be delivered prior to May 15th to meet the  
9 statutory date for notification of non-renewal.
- 10 d. If an employee resigns during the school year, a final evaluation shall be completed within thirty  
11 (30) days of resignation upon the request of the employee.

12 4. Additional Evaluations

13 In addition to the evaluations required under Section 6.1.E.3. or observations at any time. This  
14 involvement may take the form of:

- 15 a. Administrators working with students  
16 b. Administrators team teaching or demonstration teaching  
17 c. Drop-in visitations  
18 d. Participation in classroom activities  
19 e. Formal and/or informal classroom observations  
20 f. In addition, employees and administrators are encouraged to identify other strategies for the  
21 administrative involvement in the educational process.

22 5. Minimum Observation Criteria

- 23 a. During each school year, each employee shall be observed for the purpose of evaluation at least  
24 twice in the performance of his/her assigned duties.
- 25 b. Total observation time for each employee for each school year shall not be less than sixty (60)  
26 minutes or thirty (30) minutes if the employee is on short form and has one summarized  
27 observation.
- 28 c. A minimum of one observation for a total observation time of thirty (30) minutes shall be  
29 required in connection with the evaluation of new employees under this Section 6.1.E.C.1 above.

- 1 6. Evaluation Procedures
- 2 a. Prior to the required formal observation, the evaluator and the evaluatee shall meet to mutually
- 3 understand the intent of the evaluation and goals and objectives of the evaluatee to be observed
- 4 during the evaluation.
- 5 b. Following each observation, the principal shall promptly document the results using the Post
- 6 Conference Lesson Notes and Summary (Appendix E). The principal shall promptly meet with
- 7 the employee to discuss the observation and at that time shall provide the employee with a copy
- 8 of the Post Conference Lesson Notes and Summary (Appendix E). If it is not possible to arrange
- 9 a timely meeting between the principal and the employee, the principal shall provide a copy of
- 10 the Post Conference Lesson Notes and Summary (Appendix E) to the employee until the meeting
- 11 can be arranged.
- 12 c. Following the required series of observations outlined in this Section 6.1.B.3, the principal shall
- 13 complete the Summary Evaluation Report (Appendix E). The employee shall be provided a copy
- 14 of the Summary Evaluation Report (Appendix E) within three (3) days after such a report is
- 15 prepared.
- 16 d. Following the completion of each evaluation report required under this Section, a meeting shall
- 17 be held between the principal or other supervisor and the employee to discuss the report.
- 18 e. The employee shall sign the District's copy of the evaluation report to indicate that he/she has
- 19 received a copy of the report. The signature of the employee does not, however, necessarily
- 20 imply that the employee agrees with the contents of the evaluation report. If the employee
- 21 chooses, he/she may attach a rebuttal to the evaluation
- 22 f. Each evaluation report required under this Section 6.1.B.3. above, shall be promptly forwarded to
- 23 the District's personnel office for filing in the employee's personnel file. Evaluation reports other
- 24 than those required under this Section 6.1.B.3. above, shall not be filed in the employee's
- 25 personnel file unless either the supervisor or the employee elects to the contrary. If the supervisor
- 26 elects to include the evaluation in the personnel file, the employee shall receive a copy of the
- 27 evaluation.
- 28 g. In the event that any evaluation report indicates that the employee has performance deficiencies
- 29 in one or more areas defined in the evaluation criteria, the principal or other supervisor and the
- 30 employee shall attempt to develop a mutually agreeable written plan designed to improve the
- 31 employee's effectiveness in the deficient areas. In connection with the development of such plan,
- 32 consideration should be given to utilizing the services of available supervisory resource persons
- 33 to observe employee's performance and make recommendations for improvement. (If the
- 34 supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor
- 35 shall prepare and deliver such improvement plan to the employee.)

1 **Section 6.1 F Classroom Teacher Evaluation Framework and Criteria:**

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

5 **1. Training:**

6 a. Classroom teachers will receive in-depth, initial training in the provisions of RCW 28A.405 upon  
7 entry into the school system. Refresher training will be provided at the beginning of each school  
8 year.

9 b. Administrators shall receive professional development in the evaluation process as provided for  
10 in RCW 28A.405.120.

11 **2. Forms And Tools:**

12 a. Evaluation forms are in the appendices to this Agreement.

13 b. The eVAL web-based technology tool will be used for the self-assessment and growth goals.

14 c. Administrators will use eVAL to document assigned criterion scores and prepare the final  
15 summative evaluation report to be shared with teachers.

16 d. The CEL 5 Possible Teacher Observables and Possible Student Observables is available to assist  
17 teachers and evaluators in the collection of artifacts and observation evidence.

18 e. The evidence collection is a sampling of data to inform the decision about level of performance.  
19 Evidence/artifacts should be gathered from the normal course of teaching and learning.

20 f. The teacher and administrator will have ongoing collaboration regarding the evidence collected.

21 **3. Self Assessment, Professional Growth, Student Growth Goals and Artifacts:**

22 a. Classroom teachers will use the eVAL to complete a self-assessment in the fall, establish a  
23 professional growth goal or goals based on the instructional framework, and create student  
24 growth data as required by statute. Teachers will make the items viewable to their evaluator prior  
25 to pre-observation conference.

26 b. Teachers should upload artifacts to be used as evidence of level of performance. The district  
27 recognizes that some artifacts may need to be submitted in an alternate format as agreed to  
28 between the teacher and the administrator.

29 c. Both the teacher and the administrator shall contribute evidence to the overall assessment of  
30 professional performance.

1 **4. Observation and Inquiry Cycle:**

- 2 a. Teachers on the comprehensive evaluation will participate in two observation/inquiry cycles. The  
3 process will include a self-assessment/goal setting conference in the fall, two observation cycles  
4 including a pre-observation conference, an observation, and a post-observation conference. The  
5 nature of the observation/inquiry cycles is formative. During the post-observation conference  
6 teachers are encouraged to share artifacts.
- 7 b. During the post-observation conference, the administrator and teacher shall examine the  
8 observation report and artifacts in relation to the current level of practice. The evaluator will  
9 assign indicator scores and overall criterion scores based on the analysis of the evidence.
- 10 c. Teachers participating in a focused evaluation will be observed as specified in WAC 392-191 and  
11 392-191A. Regardless of the criterion selected, the process is the same as for a comprehensive  
12 evaluation. The teacher will select one of the eight criterion and associated student growth  
13 measures. The selected criterion must be approved by the administrator per WAC 292-191A-  
14 120(2).
- 15 d. Teachers will be observed at least twice each school year and for a total of no less than sixty (60)  
16 minutes during each school year. Observations may be through classroom or work site visits as  
17 specified in WAC.
- 18 e. Teachers will receive rubric scores for the student growth rubric rows. Student growth data will  
19 be determined collaboratively by the classroom teacher and the administrator. Student growth  
20 data occurs between two points in time. While there is no student growth impact rating that is  
21 calculated for the final summative score, a rating of “1” on any student growth rubric row triggers  
22 a student growth inquiry.

23 **5. Summative Evaluation Report**

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

34 **6. Criterion Scoring**

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

1 **Section 6.2 Evaluation Criteria - Support Personnel**

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

3 **1. Knowledge And Scholarship In Special Field**

- 4 a. Demonstrates awareness of personal and professional limitations and has the ability and
- 5 knowledge to make appropriate referrals
- 6 b. Relates and applies knowledge, research findings, and theory deriving from his/her discipline to
- 7 the development of a program of services
- 8 c. Meets the requirements of the position as set by District/building expectations.

9 **2. Specialized Skills**

- 10 a. Designs and conducts a program providing specific and unique services within his/her discipline
- 11 b. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the
- 12 student in order to:
  - 13 i) Help student integrate and assimilate data,
  - 14 ii) Help others involved with the student interpret and use data appropriately and accurately,
  - 15 iii) Help other specialists by providing case study materials.
- 16 c. Demonstrates ability to assist teachers and administrators with integrating specialized information
- 17 into the regular curricular program.
- 18 d. Develops goals and objectives, which will facilitate the implementation of programs and services.

19 **3. Management Of Special Technical Environment**

- 20 a. Selects or recommends testing and non-testing devices, materials and equipment appropriate to
- 21 student needs.
- 22 b. Creates an environment, which provides privacy and protects student and family information, as
- 23 mandated by codes of ethics, federal and state regulations, and local District policies.

24 **4. The Support Personnel As A Professional**

- 25 a. Demonstrates awareness of the law as it relates to area of specialization.
- 26 b. Demonstrates commitment to professional activities by:
  - 27 i) Attending local, regional or state professional meetings.
- 28 c. Demonstrates commitment to the concept of career-long professional growth by participation in
- 29 workshops and seminars or graduate study.

30 **5. Involvement In Assisting Pupils, Parents, And Professional Personnel**

- 31 a. Consults with other staff, school principals, school personnel, and parents, concerning the
- 32 development, coordination, and/or extension of services to those needing specialized programs.
- 33 b. Plans and develops a program to serve the preventative and developmental needs of the school
- 34 population and the special needs of some students.
- 35 c. Interprets characteristics and needs of students to parents, staff, and community in-group and
- 36 individual settings via oral and written communication.

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

2     **Section 7.1 - Procedures For Staff Reduction**

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

7           A. Determination of Vacant Positions: The District will determine, as accurately as possible, the  
8           total number of certificated staff members known as of May 1 to be leaving the District for  
9           reasons of retirement, family transfer, normal resignation, leaves, discharge or nonrenewal, etc.,  
10          and these vacancies will be taken into consideration in determining the number of available  
11          certificated positions for the following school year.

12                 1. Vacant positions will be filled by reassigning or transferring currently employed staff  
13                 members within the District unless for reasons of certification, training and/or  
14                 experience, no qualified person is available.

15          B. Leave of Absence: Staff members with at least one (1) year of experience shall be invited to  
16          apply for one (1) year leave of absence without pay prior to termination of any certificated  
17          employee. Approved leaves of absence will be governed by the provisions of the leave of absence  
18          provision.

19          C. Programs: Retention of staff will occur within the following programs:

20                 1. Elementary and middle school teachers, K-8 endorsed, who possess a Washington State  
21                 teaching certificate.

22                 2. Secondary classroom teachers, 6-12, who possess secondary endorsements in a content  
23                 area in accordance with WAC 181-82, and who possess a Washington State teaching  
24                 certificate.

25                 3. Other certified positions:

26                         a. Specialists by field of specialty (e.g. art, music, physical education, reading,  
27                         intervention etc.)

28                         b. Special education by field of specialty

29                         c. Vocational teacher

30                         d. Psychologist

31                         e. Elementary counselor/social worker

32                         f. Secondary counselor/social worker

33                         g. Library/media

34                         h. Other ESA personnel (e.g. SLP, OT, PT etc.)

35                 4. Certified employees holding positions within programs that are funded with categorical  
36                 moneys, shall be retained according to federal and state requirement for said position(s).

- 1 D. Placement in Programs:
- 2 1. To qualify for placement in any program, the certified employee must:
- 3 a. Have an applicable Washington State teaching certificate, and
- 4 b. Possess the endorsement specified in WAC 181-82 required by the position, or
- 5 c. Have had a minimum of one (1) year of professional experience of at least two (2)
- 6 periods in each additional category or specialty.
- 7 2. Each certificated staff member will be considered first for retention in the program in
- 8 which the position is held at the time of the implementation of these procedures.
- 9 3. If not selected in a program in which he/she is currently teaching, staff members shall
- 10 also be considered for retention in such additional programs for which the staff member
- 11 is qualified according to Section 7.1 D-1.
- 12 4. The District will list, by seniority, (defined as FTE years of Washington State teaching
- 13 experience) those staff members qualified in each designated program. The staff
- 14 members will have an opportunity to verify placement on each list prior to action by the
- 15 District.
- 16 E. Selection Within Programs: Certificated staff members shall be considered for retention in
- 17 available positions within the program for which they qualify under Section 7.1 C. In the event
- 18 that there are more qualified employees than available positions in a given program, the following
- 19 criteria shall be used in sequential order to determine placement in the available position(s).
- 20 1. Teaching seniority in the state of Washington
- 21 2. Teaching seniority in the Washougal School District
- 22 3. Total days and years in teaching experience
- 23 F. The actions required to meet District needs and state statute will be implemented on or before
- 24 May 15 by the District. All certificated staff members who are not recommended for retention in
- 25 accordance with these procedures shall be terminated from employment and placed in an
- 26 employment pool for possible re-employment. Employment pool personnel will be given the
- 27 opportunity to fill open positions within the programs for which they are qualified in Section 7.1
- 28 C in inverse order of lay off. Employees will remain eligible for recall for a period of 27 months.

29 **Section 7.2 Procedures For Staff Recall**

- 30 A. It shall be the responsibility of each staff member placed in the employment pool to notify
- 31 the superintendent or his/her designee in writing by February 1 of the succeeding year if he/she
- 32 wishes to remain in the employment pool.
- 33 B. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the
- 34 District to such individual will be by certified mail or by personal delivery. Such individual will
- 35 have five (5) calendar days from the receipt of the letter to accept the position. If an individual in
- 36 the employment pool fails to accept a full time position for which he/she is eligible, the District's
- 37 obligation to the employee ceases.
- 38 C. If an employee in the employment pool signs a continuing contract in another school district, the
- 39 District's obligation to the certificated employee ceases.
- 40 D. The District will utilize employment pool personnel as substitutes in positions for which they are
- 41 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

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

1 D. Procedures

2 1. Informal Resolution of Grievance (Step 1):

3 Every effort shall be made to resolve the potential grievances through private and informal  
4 discussions between the grievant(s) and the immediate supervisor. If such processes fail to  
5 provide an acceptable adjustment of the problem, then a grievance may be formally processed  
6 to Step 2.

7 2. Initiating a Formal Grievance (Step 2):

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

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

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

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

22 4. Arbitration of the Grievance (Step 4):

- 23 a. Within five (5) days of the Superintendent's written decision, if the grievant is  
24 not satisfied and the Association concurs, the Association will notify the  
25 superintendent or designee, in writing, that the grievance will be submitted to  
26 binding arbitration.
- 27 b. The parties will file the arbitration request with the American Arbitration  
28 Association and will follow the AAA rules and procedures regarding  
29 appointment and administration of the arbitration.
- 30 c. Neither party shall be permitted to assert in the arbitration proceedings any  
31 evidence that was not submitted to the other party prior to the completion of Step  
32 3 meetings.
- 33 d. The arbitrator shall be chosen and shall conduct the hearing and issue a  
34 determination in writing within the rules of the arbitrating body (e.g. AAA). The  
35 arbitrator's decision will be binding on both parties.
- 36 e. The costs for the services of the arbitrator, including per diem expenses, if any,  
37 and travel and subsistence expenses and the cost of any hearing room shall be  
38 borne equally by the District and the Association. All other costs will be borne  
39 by the party incurring them.

1 E. Conclusion:

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

## Exhibit A: Part-Time Matrix

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

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

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

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

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

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

Refer to Section 3.5

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

The following percentages are applied to the 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 Advisor	2	Japanese Advisor	2
Drama Advisor	2	AP Coordinator	2
		Interact Advisor	2

Elementary Music 2%

One (1) grade level performance for each grade level in building

Elementary Traffic Safety Coordinator 2%

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, World Language, Family & Consumer Science, Technology, Business Education, Physical Education, Social Sciences, Language Arts, Support Services, Special Education.

B. Middle School Departments / Grade Level Coordinators 6th Grade Team Coordinator, 7th Grade Team Coordinator 8th Grade Team Coordinator, Physical Education Coordinator, Exploratory Coordinator, Multi-age Coordinator.

C. Elementary Grade Level Coordinators:

Kindergarten Level Coordinator, 1st Grade Level Coordinator, 2nd Grade Level Coordinator, 3rd Grade Level Coordinator, 4th Grade Level Coordinator, 5th Grade Level Coordinator, Multi-age Coordinators.

D. Clubs (High School)

FBLA, German Club, Spanish Club, Japanese Club, Art Club, Drama Club, Be the Change, Science Olympiad, GSA, Reader's Club

## Appendix A: Step 2 Grievance

### **Distribution of Form:**

Association Representative  
Immediate Supervisor  
Association President  
Grievant

### **Complaint By The Aggrieved**

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

\_\_\_\_\_

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

Home Address of Aggrieved Person \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ School \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject area/grade \_\_\_\_\_

Association Representative \_\_\_\_\_

### **Statement Of Grievance:**

### **Relief Sought:**

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

Signature of Association Representative \_\_\_\_\_

## Appendix A: Step 2B Grievance

### **Distribution of Form:**

Association Representative  
Immediate Supervisor  
Association President  
Grievant

### **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.

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

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

**Appendix B: Request For Transfer Or Additional Assignment**

(Only one request per form)  
**MAY BE SUBMITTED ELECTRONICALLY**

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

Present Position(s) \_\_\_\_\_ Building(s) \_\_\_\_\_

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

\_\_\_\_\_  
Position Desired Building

**Please Describe Your Qualifications For The Opening:** (Recent training is important.)

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

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Building Administrator's Signature Date

**Send to District Office:**

**Disposition:**

Approved: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Disapproved: \_\_\_\_\_

If disapproved, rationale: \_\_\_\_\_

\_\_\_\_\_  
Authorized District Official Date

**Appendix C: Assignment Of Wages Form**

**Washougal Association of Educators**

Name \_\_\_\_\_

Address \_\_\_\_\_

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

TO: \_\_\_\_\_ 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 D: Assignment Of Wages Form For Religious Objection**

**Washougal Association of Educators**

Name \_\_\_\_\_

Address \_\_\_\_\_

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

TO: \_\_\_\_\_ School District \_\_\_\_\_

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

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

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

## Appendix E: Certificated Evaluation Form

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

Teacher: \_\_\_\_\_ School \_\_\_\_\_ Year: \_\_\_\_\_  
Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_  
Pre-Observation Date: \_\_\_\_\_ Observation Dates: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Post-Observation Date: \_\_\_\_\_

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

#### Performance Rating Scale

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

#### KEY

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

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

**SCORING SUMMARY**

Criteria	Unsatisfactory	Basic	Proficient	Distinguished
----------	----------------	-------	------------	---------------

**Criterion 1 Centering Instruction on High Expectations C1**

P1				
P4				
P5				
SE5				
CEC5				

**Criterion 2 Demonstrating Effective Teaching Practices C2**

SE1				
SE5				
SE6				
CP6				
CP7				

**Criterion 3 Recognizing and Developing ISL Needs C3**

P3				
SE2				
SE4				
CP5				
A6				

**Criterion 4 Provide Clear, Intentional Content and Curriculum Focus C4**

P2				
CP1				
CP2				
CP3				
CP4				

**Criterion 5 Fostering and Managing the Learning Environment C5**

CEC1				
CEC2				
CEC4				
CEC5				
CEC6				
CEC7				

**Criterion 6 Using MSDE to Modify Instruction and Improve Learning C6**

A1				
A2				
A3				
A4				
A5				

**Criterion 7 Communicating and Collaborating....** **C7**

PCC3				
PCC4				

**Criterion 8 Exhibiting Practices Focused on Improving ....** **C8**

PCC1				
PCC2				
PCC5				
PCC6				

Scoring Bands	5-12	13-17	18-20	21-28
Final Student Growth Score				

Scoring Bands	8-14	15-21	22-28	29-32
Final Summative Score				

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

---



---



---



---

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

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

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

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

---

**CRITERION 1: CENTERING INSTRUCTION ON HIGH EXPECTATIONS**

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

---

P4 *Communication of Learning Target(s)*

---

P5 *Success Criteria and performance task(s)*

---

SE3 *High Cognitive Demand*

---

CEC3 *Discussion, collaboration, and accountability*

---

**CRITERION 2: DEMONSTRATING EFFECTIVE TEACHING PRACTICES**

SE1 *Quality of Questioning*

---

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

---

SE6 *Substance of Student Talk*

---

CP6 *Scaffolds the Task*

---

CP7 *Gradual Release of Responsibility*

---

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

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

---

SE2 *Ownership of Learning*

---

SE4 *Strategies that Capitalize on Learning Needs of Students*

---

CP5 *Differentiated Instruction*

---

A6 *Teacher Use of Formative Assessment Data*

---

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

P2 *Connection to Previous and Future Lessons*

---

CP1 *Alignment of Instructional Materials and Tasks*

---

CP2 *Discipline-specific Conceptual Understanding*

---

CP3 *Pedagogical Content Knowledge*

---

CP4 *Teacher Knowledge of Content*

---

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

CEC1 *Arrangement of Classroom*

---

CEC2 *Accessibility and Use of Materials*

---

CEC4 *Use of Learning Time*

---

CEC5 *Managing Student Behavior*

---

CEC6 *Student Status*

---

CEC 7 *Norms for Learning*

---

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

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

---

A2 *Demonstration of Learning*

---

A3 *Formative Assessment Opportunities*

---

A4 *Collection Systems for Formative Assessment Data*

---

A5 *Student Use of Assessment Data*

---

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

PCC3 *Parents and Guardians*

---

PCC4 *Communication within the School Community about Student Progress*

---

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

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

---

PCC2 *Professional and Collegial Relationships*

---

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

---

PCC6 *Ethics and Advocacy*

---

**Appendix E-2: Teacher Evaluation Post-Conference Summary**

**Observation Notes & Summary**

**Teacher Name:** \_\_\_\_\_ **School:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Observation Time:** \_\_\_\_\_ (30 minutes) **Administrator Name:** \_\_\_\_\_

---

**Learning Target Reference:**

**Teacher's Professional Goal:**

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

## Appendix F: Job Sharing Request

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

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

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

Job share applicants: \_\_\_\_\_ and \_\_\_\_\_

Principal Recommendation (Initials): Approve \_\_\_\_\_ Deny \_\_\_\_\_

Date approved by Board \_\_\_\_\_

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

## Appendix G: Safety Procedures/Working Conditions Form

DISTRIBUTION OF FORM:

Superintendent or Designee Principal  
Employee

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

Present Position: \_\_\_\_\_ School \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Statement of Problem:

Solution Sought:

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

District Response:

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

## Appendix H: Overload Notification

Teacher \_\_\_\_\_ Building \_\_\_\_\_

Period \_\_\_\_\_ Enrollment \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

Reference the contract language Section 3.12 Class Size

\_\_\_\_\_  
Building principal signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or designee signature

\_\_\_\_\_  
Date

**Appendix I: Request For Payment**

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

\_\_\_\_\_ has completed fifteen  
(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 J: Request For Contract Waiver

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

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

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

Building \_\_\_\_\_

Language to be Waived \_\_\_\_\_

Modification Requested \_\_\_\_\_

Reason for Request \_\_\_\_\_

Duration Requested \_\_\_\_\_

Signatures including administrator and members of LIT:

_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
WAE President

\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_

\_\_\_\_\_  
Date

**Appendix K: Certificated 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, professional growth and development, etc. and will be provided additional compensation according to the TRI compensation schedule (pro-rated for eligible part-time employees).

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

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

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

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

By: \_\_\_\_\_ 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 L: Personal Growth Plan Planning Sheet

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

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

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

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

\_\_\_\_\_  
Principal/Supervisor Signature

\_\_\_\_\_  
Date

### Appendix M: TRI Schedule

108 hours based on 2015-16 Salary Schedule	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
<b>0</b>	\$3,006	\$3,087	\$3,171	\$3,256	\$3,526	\$3,700	\$3,604	\$3,874	\$4,049
<b>1</b>	\$3,046	\$3,129	\$3,214	\$3,302	\$3,575	\$3,748	\$3,644	\$3,917	\$4,090
<b>2</b>	\$3,085	\$3,168	\$3,254	\$3,349	\$3,621	\$3,797	\$3,684	\$3,957	\$4,132
<b>3</b>	\$3,125	\$3,209	\$3,296	\$3,393	\$3,665	\$3,845	\$3,722	\$3,994	\$4,174
<b>4</b>	\$3,164	\$3,251	\$3,339	\$3,440	\$3,714	\$3,894	\$3,763	\$4,036	\$4,217
<b>5</b>	\$3,204	\$3,292	\$3,380	\$3,487	\$3,760	\$3,944	\$3,803	\$4,076	\$4,260
<b>6</b>	\$3,245	\$3,331	\$3,423	\$3,535	\$3,806	\$3,991	\$3,845	\$4,116	\$4,301
<b>7</b>	\$3,318	\$3,405	\$3,498	\$3,616	\$3,892	\$4,082	\$3,923	\$4,198	\$4,389
<b>8</b>	\$3,424	\$3,516	\$3,611	\$3,739	\$4,018	\$4,216	\$4,046	\$4,325	\$4,523
<b>9</b>		\$3,632	\$3,731	\$3,864	\$4,149	\$4,353	\$4,171	\$4,456	\$4,660
<b>10</b>			\$3,852	\$3,995	\$4,284	\$4,495	\$4,302	\$4,591	\$4,802
<b>11</b>				\$4,129	\$4,425	\$4,640	\$4,436	\$4,732	\$4,947
<b>12</b>				\$4,260	\$4,570	\$4,791	\$4,576	\$4,877	\$5,098
<b>13</b>					\$4,718	\$4,946	\$4,721	\$5,025	\$5,253
<b>14</b>					\$4,867	\$5,107	\$4,870	\$5,184	\$5,414
<b>15</b>					\$4,994	\$5,240	\$4,997	\$5,318	\$5,555
<b>16 or more</b>					\$5,093	\$5,344	\$5,097	\$5,425	\$5,666
134 Hours Based on 2016-17 Salary Schedule	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
<b>0</b>	\$3,797	\$3,899	\$4,005	\$4,112	\$4,454	\$4,674	\$4,552	\$4,894	\$5,114
<b>1</b>	\$3,848	\$3,952	\$4,059	\$4,171	\$4,516	\$4,735	\$4,602	\$4,948	\$5,167
<b>2</b>	\$3,897	\$4,001	\$4,110	\$4,230	\$4,574	\$4,795	\$4,653	\$4,998	\$5,219
<b>3</b>	\$3,947	\$4,053	\$4,163	\$4,286	\$4,630	\$4,856	\$4,702	\$5,045	\$5,272
<b>4</b>	\$3,996	\$4,107	\$4,217	\$4,345	\$4,691	\$4,919	\$4,752	\$5,098	\$5,326
<b>5</b>	\$4,047	\$4,158	\$4,269	\$4,404	\$4,749	\$4,982	\$4,804	\$5,148	\$5,381
<b>6</b>	\$4,099	\$4,208	\$4,323	\$4,465	\$4,807	\$5,041	\$4,857	\$5,199	\$5,433
<b>7</b>	\$4,191	\$4,301	\$4,418	\$4,567	\$4,915	\$5,156	\$4,955	\$5,303	\$5,544
<b>8</b>	\$4,325	\$4,442	\$4,561	\$4,723	\$5,076	\$5,325	\$5,111	\$5,463	\$5,712
<b>9</b>		\$4,587	\$4,713	\$4,880	\$5,241	\$5,499	\$5,268	\$5,629	\$5,886
<b>10</b>			\$4,866	\$5,046	\$5,411	\$5,677	\$5,433	\$5,799	\$6,065
<b>11</b>				\$5,216	\$5,589	\$5,861	\$5,603	\$5,977	\$6,248
<b>12</b>				\$5,380	\$5,772	\$6,052	\$5,780	\$6,160	\$6,439
<b>13</b>					\$5,959	\$6,247	\$5,963	\$6,347	\$6,635
<b>14</b>					\$6,147	\$6,450	\$6,151	\$6,547	\$6,838
<b>15</b>					\$6,307	\$6,618	\$6,311	\$6,718	\$7,016
<b>16 or more</b>					\$6,433	\$6,750	\$6,438	\$6,852	\$7,156

**Appendix N: Civility Reporting Form**

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

Phone: \_\_\_\_\_

Work Location: \_\_\_\_\_ Supervisor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Check any that describe the incident:  Bullying  Harassment or Intimidation  Sexual Harassment  
 Obscene or profane gesture  Disrespect  Threat

**Name of individual(s) being reported:**

**Name(s):** \_\_\_\_\_

Student  Employee  Parent  Community Member  Other: \_\_\_\_\_

**When and where did the incident happen?**

Date: \_\_\_\_\_ Time of Day: \_\_\_\_\_ For about how long: \_\_minutes \_\_hours

Specific Location: \_\_\_\_\_

**What happened? Write a brief summary of the incident:**

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

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

Name(s): \_\_\_\_\_

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

If yes, when did it happen before?

Date: \_\_\_\_\_ Location: \_\_\_\_\_

**Have you spoken directly with the individual being reported?**  Yes  No

**Have you spoken with your supervisor or with the individual's supervisor?**  Yes  No

**If the individual is a student, have you talked to his/her:**  Teacher?  Yes  No

Parent?  Yes  No

**Verification/Signature: This information is true and accurate.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix O: Loss or Damage to Personal Property Reporting Form

<b>INCIDENT REPORT</b>				<i>Please use this form to - REPORT ALL CLAIMS OR POTENTIAL CLAIMS DO NOT Use this form to - REPORT EMPLOYEE (on-the-job) INJURIES</i>			
Educational Service District 112 • SW WA Risk Management Cooperative 2500 NE 65th Avenue • Vancouver, WA 98661-6812 • (360) 750-7504 • FAX (360) 750-9836							
<b>Report to the Cooperative Immediately and Forward Supplemental Information Under Separate Cover, If Necessary</b>							
<b>GENERAL INFORMATION</b>							
District				Date Completed			
Name of Contact Person				Phone #			
<b>INCIDENT INFORMATION</b>				<input type="checkbox"/> Injury		<input type="checkbox"/> Vehicle	
				<input type="checkbox"/> Property Damage/Loss (non-vehicle)			
Date of Incident		Time		AM/PM			
Location <input type="checkbox"/> Class <input type="checkbox"/> Playground <input type="checkbox"/> Gym <input type="checkbox"/> Laboratory <input type="checkbox"/> Shop <input type="checkbox"/> Off-Premises <input type="checkbox"/> Other, Specify _____							
School Name							
Description of Incident or Accident							
Witness(es)				Phone			
Identify Agency Called to Scene (Police, Fire, Etc.)				Report #			
<b>INJURIES</b> (complete Separate for for each injured individual)				Student		Emp.	
Name				Gender		Age	
Last		First		Middle		Grade	
Address				Home Phone			
Street		City		zip code		Work Phone	
Name of Parent /Guardian (if applicable)				Work Phone			
Part of Body Injured				Type of Injury (e.g., cut, burn)			
Extent of Injury (e.g., minor, severe)				No. of School Days Lost:			
Name of Person in Charge at Time of Accident		Title		Phone #		Present at Scene? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Action Taken/by Whom/When							
<input type="checkbox"/> Sent to School Nurse <input type="checkbox"/> Sent Home <input type="checkbox"/> 911 Called <input type="checkbox"/> Sent to Hospital /Doctor				If Student, Accident Ins. <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>NON-VEHICLE PROPERTY DAMAGE/LOSS</b>							
Property Description/Damage				Ser. #		Est. Loss \$	
Owner				district Employee		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Address				Phone: Home		Work	
<b>DAMAGE TO DISTRICT VEHICLE/OR OTHER VEHICLE</b> (attach state accident report if available)							
<b>DISTRICT VEHICLE</b> <input type="checkbox"/> To/From School <input type="checkbox"/> Parking Lot <input type="checkbox"/> Other YR Make Model Lic.# Vin #							
Driver Name				Phone: Home		Work	
Describe Damage				Est. Loss \$			
Cit ation/Viol ation <input type="checkbox"/> District Driver <input type="checkbox"/> Other Driver				Name			
<b>OTHER VEHICLE</b>		YR		Make		Model	
						Lic.#	
						Vin.#	
Owner /Address				Phone: Home		Work	
Driver (if not owner)/Address				Phone: Home		Work	
Describe Damage							
Other Vehicle Insurance Co.				Policy #			
Insurance Agent /Address				Phone:			

SWWARMIC 05/98

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

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

Team Leader \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Project Focus/Title \_\_\_\_\_

Members: \_\_\_\_\_

---

**Purpose:** Project Description

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

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

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

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

**Perseverance:**

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

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

*Continued on next page*

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

Team Leader: \_\_\_\_\_

Project Title: \_\_\_\_\_

**PLC Planning Criteria:**

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

<b>Location</b>				
<b>Date(s)</b>	<b>Time(s)</b>	<b>Clock Hours</b>	<b>Facilitator(s)</b>	<b>Vita Attached</b>
				Yes _____ On File _____

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

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

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

### **Appendix Q: MOU on Class Size**

The Association and the District agree to retain current class size and overload language with the exception of changing the overload rate from \$9.00 to \$10.00 and commitment to the following MOU.

The District is committed to striving to meet average K-3 class sizes reflected in the state funding formula consistent with the availability of classroom space and the ability to hire quality teachers.

It is understood that funding only occurs at the state level after the District demonstrates that it has achieved the reduced average class size. Absent such demonstration, the minimum state funding level remains 25.23 students at K-3.

The state funding formula is unchanged by the state for grades 4-6 (27 students), grades 7-8 (28.53 students), and grades 9-12 (28.74 students). However, pending resolution of the McCleary Decision and I1361, changes may result as these decisions are reached and funded by the Legislature. Should such changes occur, the District and Association agree to re-negotiate this section of the Contract.

<b>Grade Level</b>	<b>SY 2015-16</b>	<b>SY 2016-17</b>
<b>Non-High Poverty</b>		
Kindergarten	22 Students	19 Students
Grade 1	23 Students	21 Students
Grade 2	24 Students	22 Students
Grade 3	25 Students	22 Students
<b>High Poverty</b>		
Kindergarten	18 Students	17 Students
Grade 1	19 Students	17 Students
Grade 2	22 Students	18 Students
Grade 3	24 Students	21 Students

As state criteria becomes more certain, the District commits to working with the Association on identifying innovative options to achieve lower average class sizes.

## Index

academic freedom.....	11	maintenance of standards .....	6
adoption leave .....	31	management rights.....	6
assignment .....	14	maternity leave.....	30
association leave.....	31	mentor program.....	18
availability of information.....	7	national board certification .....	27
bargaining unit.....	4	parent conferences .....	19
bereavement leave .....	29	part-time .....	17
career supplemental stipend .....	27	part-time matrix .....	44
civic leave .....	30	payday .....	25
class size.....	20	payment of supplemental stipends .....	27
classroom visitation.....	21	payroll deductions .....	8
co-curricular salary schedule.....	45	per diem days.....	25
communication rights .....	7	personal leave .....	28
compliance .....	5	personal leave compensation.....	28
conference time .....	19	personnel files.....	11
conformity to law .....	6	planning time .....	20
consultation.....	7	preamble .....	4
contract administration .....	5	prep time.....	20
court subpoena leave.....	28	probation.....	32
covering classes .....	21	professional development.....	25
curriculum development .....	22	professional learning communities.....	23
definitions.....	5	program for improvement .....	32
discipline,progressive .....	10	reassignment.....	14
distribution of agreement .....	5	recall rights .....	40
duration.....	6	recognition clause .....	4
elementary recess .....	19	reduction in force .....	39
employee contract .....	12	relationship to policies.....	5
employee protection.....	12	release time.....	22
employee, suspension .....	10	reopener .....	6
end of year check out.....	18	representation .....	10
evaluation process.....	33	representation fees.....	8
exclusivity.....	6	room change compensation.....	16
extended learning .....	27	safety procedures .....	13
fringe benefits.....	26	salaries .....	25
grades due .....	19	salary schedule advancement.....	25
grievance procedure .....	41	sick leave .....	28
harassment free .....	13	sick leave buy-back.....	29
individual employee contract.....	12	sick leave sharing .....	29
individual rights.....	10	special education .....	24
insurance benefits.....	26	student discipline .....	22
involuntary reassignment .....	16	substitutes .....	13
involuntary transfer .....	17	supplemental contracts .....	26
job sharing.....	17	teacher workday .....	18
jury duty leave.....	30	technology .....	24
just cause .....	10	transfer .....	14
layoff.....	39	TRI compensation .....	25
leave procedures.....	30	work year .....	18
leave with pay.....	28	workday.....	18
leave without pay.....	30	working conditions.....	14
loss of prep period.....	21		

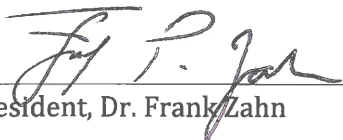


Letter of Agreement  
between  
Washougal Association of Educators  
and  
The Washougal School District

The Association and the District agree to the following:


1. During bargaining in 2015, the parties agreed to determine the pay for Co-Curricular, Non-Coaching Co-Curricular, and Curricular Leaders by applying the stated percentages to the placement of the employee on the state salary schedule.
2. Due to an oversight, this agreement was not reflected in the printed copy of the contract between the parties.
3. The first paragraph of Exhibit B should read: "The following percentages are applied to the **employee placement on the state salary schedule** to determine the pay for the various activities. Positions will be filled according to budget and need."

Washougal Association of Educators

  
\_\_\_\_\_  
President, Dr. Frank Zahn

9-13-2016  
Date

Washougal School District

  
\_\_\_\_\_  
Superintendent, Dr. Michael Stromme

9-13-2016  
Date

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

In recognition of the extraordinary number of school closures caused by inclement weather during the 2016-17 school year, the Washougal Association of Educators and the Washougal School District agree to the adjustments to the school calendar and certificated staff work day as listed below.

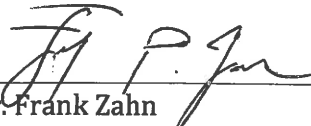
The details of this agreement are contingent upon the approval of a waiver application to the Office of the Superintendent of Public Instruction for five (5) school days. While the law allows OSPI to waive missed school days, OSPI cannot waive missed instructional hours. Therefore, the school district must meet the district-wide annual average total instructional hour offerings, as defined in RCW 28A.150.220, requiring an annual average of 1,027 instructional hours. Activities that are allowed to count as instructional hours are defined in state law in RCW 28A.150.205. Should the waiver application be unsuccessful or only partly successful, the parties will meet to revise this Memorandum of Understanding.

1. June 21 and 22, 2017 will be school days.
2. February 3, 2017, formerly semester break day, will be a school day.
3. The end of first semester will be changed from February 2, 2017 to February 10, 2017.
4. February 9 and 10, 2017 will be designated as early release days at Washougal High School. All other schools will maintain a normal schedule on February 9 and 10, 2017.
5. Eighteen (18) instructional minutes will be added to each school day beginning February 6, 2017. The end of the school day will be adjusted to reflect the additional eighteen (18) minutes.
6. The last day of school will be converted from a half-day to a full-day.
7. Any further school closure days will require additional make up days, beginning with June 23, 2017.
8. Additional delayed starts to school days may require the addition of instructional minutes and/or days in order to maintain the minimum number of average instructional hours (1,027). The parties agree to amend this agreement if additional delayed starts result in the average instructional hours falling below 1,027 hours.

Washougal Association of Educator members will receive their full salary and benefits based on a 180-day school year, regardless of the actual number of school days. In exchange for the days paid, but not worked, the extended instructional minutes will be added without additional compensation.


These changes are non-precedent setting and expire at the end of the 2016-17 school year.

On behalf of The Washougal  
Association of Educators

  
\_\_\_\_\_  
Dr. Frank Zahn

JANUARY 24, 2017  
Date

On behalf of The Washougal  
School District

  
\_\_\_\_\_  
Dr. Michael Stromme

1/24/17  
Date

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

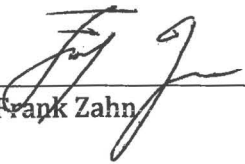
The Washougal Association of Educators (WAE) and the Washougal School District (WSD) mutually agree to suspend the normal grievance process temporarily with regard to the PRIDE Time grievance originally filed by WAE on November 16, 2016. The grievance has been processed per the collective bargaining agreement through Step 3, Superintendent level.

On January 26, 2017, WAE notified the District of its intent to move the grievance to Step 4, Arbitration. As a result of subsequent dialogue, the parties agree to temporarily suspend the Step 4 grievance process while pursuing mediation through the Public Employment Relations Commission (PERC.)

Upon approval of this Memorandum of Understanding, the parties will apply for mediation and participate in the mediation process to a conclusion. The parties agree that the grievance shall be considered resolved, if the mediation conclusion resolves the grievance and no further grievance process is required. The parties agree to resume the Step 4 grievance process if the mediation process fails to provide a resolution.

This alteration to the grievance process is non-precedent setting and applies solely to the specific grievance under consideration.

On behalf of The Washougal  
Association of Educators

  
\_\_\_\_\_  
Dr. Frank Zahn

FEB. 2, 2017  
Date

On behalf of The Washougal  
School District

  
\_\_\_\_\_  
Dr. Michael Stromme

2-2-17  
Date