*Collective Bargaining Agreement Between*

# Washougal School District #112-6
# &
# Washougal Association of Educators

*September 1, 2017 – August 31, 2018*

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# Section 1 General Contract Information

## Section 1.1 Preamble

This Agreement is entered into this 1st day of September 2017, 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

Pamela R Ausman

By: Pam Ausman, Negotiations Committee Member

By: Heidi Kleser, Negotiations Committee Member

**DISTRICT**

By: Michael Stromme, Superintendent

Dated this 6th day of October 2017

## Section 1.3 Definitions

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

The term "Agreement" shall mean this entire contract.

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

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

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

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

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

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

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

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

## Section 1.4 Compliance Between Individual Contract and Master Agreement

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

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

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

## Section 1.6 Distribution of Agreement

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

## Section 1.7 Contract Administration

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

## Section 1.8 Rights of Management

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

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

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

## Section 1.9 Conformity to Law

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

## Section 1.10 Reopener Clause

This Agreement constitutes the entire Agreement between the Board and the WAE and shall become effective September 1, 2017, and shall continue until August 31, 2018. This contract can be opened in May of each year during the life of this Agreement for negotiation of specific, mutually determined issues.

## Section 1.11 Maintenance of Standards

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

## Section 1.12 Duration

The duration of this contract shall be for one year, from the beginning of the 2017-2018 school year through the 2017-2018 school year, provided however that the individual provisions of the contract shall remain in effect until such time as they are revised or replaced through the negotiations process. The contract may be reopened on specific issues of mutual concern.

## Section 1.13 Exclusivity

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

## Section 1.14 Communication Rights and Privileges

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

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

First Priority---U.S. Mail

Second Priority—Official District Interoffice and School Mail

Third Priority---District Related Organization Mail

Fourth Priority—Non-District Related Organizational Mail

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

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

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

## Section 1.15 Availability of Information

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

## Section 1.16 Right of Consultation

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

## Section 1.17 Payroll Deductions and Representation Fees

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

1. The dollar amount of individual dues and assessments of the Association (including the National Education Association and Washington Education Association) that are to be deducted in the coming year under payroll deduction.
2. The name of charitable organization to which persons with religious objections make payment in- lieu of dues contributions. The final determination of approved charitable organizations shall be by mutual agreement between the Board and the Association.
3. The total for these deductions shall not be subject to change during the school year.

B.

1. Deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions pro-rated at one-twelfth (1/12) of the total annual amount for each month the employee is employed. The Board agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transactions. On or before the monthly pay period, the Board shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
2. The Association agrees to reimburse any employees from whose pay dues and assessments were deducted, in excess of the total amount due the Association at that time, provided the Association or its affiliate actually received the excessive amount.

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

D. Representation Fee Deductions:

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

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

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

E. Charitable Organization Deductions:

1. Pending determination, mutually by the Association and the Board, on any bona fide religious objection, the Board agrees to deduct from the salary of the employee claiming such objection an amount equivalent to the Association dues and assessments; provided, however, that said monies shall not be transmitted until such time as the final determination has been made. In the event that it is finally determined that the employee does not have a bona fide religious objection, the Board agrees promptly to remit to the Association all monies being held.

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

# Section 2 Individual Employee Protection

## Section 2.1 Individual Rights

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

## Section 2.2 Representation

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

## Section 2.3 Just Cause

A. It is recognized that certificated employees are entitled to the same constitutional rights, as are other citizens.

B. No employee shall be reprimanded, reduced in rank or compensation, or otherwise disciplined, except for just cause.

C. Any complaint made against an employee or person, for whom the employee is administratively responsible, by any parent, student or other person will be called to the attention of the employee within five (5) working days of the administrator's knowledge of the complaint providing there is no reasonable basis for a delayed notification (e.g., employee or supervisory absence, necessary pre-investigation, etc.). Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

D. In the event a disciplinary action is taken or a discussion is held that may lead to disciplinary action, the employee shall be advised of the right to representation. The specific grounds forming the basis for any disciplinary action will be made available in writing to the employee and the Association.

E. The employer agrees to follow a policy of progressive discipline which minimally includes: verbal warning, written warning, reprimand, suspension or discharge as final and last resort. When the employer issues a written warning, it must state that the written warning is a step in the disciplinary procedure. Certain infractions, because of their severity would permit the bypass of the initial steps of progressive discipline (e.g., egregious conduct; offenses identified in the RCW's and WAC's as grounds for dismissal or discharge). Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Such discipline shall be in private.

F. The above steps of progressive discipline do not preclude the use of other non-traditional forms of discipline, (e.g., involuntary reassignment to non-classroom or other certificated assignments).

## Section 2.4 Academic Freedom

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

A. Employees will have latitude in the selection of teaching methodology and strategies provided the methods and strategies enable a student to reach the approved goals and objectives of the course.

B. Teachers will plan materials, discussions, and procedures, including the use of guest speakers to gain divergent points of view, with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of facts, the value of judgment and the virtue of respect for conflicting opinions. Teachers will exercise professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal and/or appropriate district administrator.

C. Should a community furor develop over the alleged inappropriateness of material or methodology strategies, in relation to the maturity level of the students, the principal may direct the employee to halt the topic until a Board level review of the matter can be conducted.

D. No mechanical or electronic devices by students or visitors may be used by students or visitors without the permission of the employee. No mechanical or electronic devices shall be used in the classroom by a supervisor without the knowledge of the employee, and without at least two (2) days prior notice to the employee.

## Section 2.5 Personnel Files

A. Employees shall have the right to review by prior appointment all materials in their personnel file. The superintendent, or his/her designee, shall be present during this review. Employees shall have the opportunity to review all materials before they are made a permanent part of their personnel file. An employee shall have the right to answer and/or refute in writing any materials that may be judged by him/her to be derogatory to his/her conduct, service, character or personality. The written response shall be made part of the employee's personnel file.

B. Derogatory material that is not part of the evaluations of an employee shall be kept in a separate file and maintained in accordance with state retention requirements.

C. Citizens' written complaints against an employee that are found by the administration after careful investigation to be unsubstantiated shall not be included in the personnel files. Substantiated citizens' complaints that may adversely affect the employee's employment status may be included in the employee's personnel file after the employee has been informed of the complaints. Grievances and materials and/or evidence on the grievance shall be kept in a separate file, also available for review.

## Section 2.6 Employee Protection

A. The District will represent an employee in any civil proceeding arising from actions or omissions of the employee while acting within the scope of employment.

B. Any case of assault upon an employee shall be promptly reported to the appropriate law enforcement agency and the District. The District will fully investigate the assault and take appropriate disciplinary action within its statutory power. The District will support the employee regarding procedures for pressing criminal and civil damages. If the employee suffers injuries related to the assault that result in loss of time benefits under worker's compensation, the District will supplement worker's compensation benefits (Assuming employee is not able to perform light duty) to the extent necessary to offset the difference between net benefits and net take-home pay for up to thirty (30) calendar days.

C. The District will provide its staff with insurance protection while they are engaged in the maintenance of order and discipline and in the protection of students, other staff and property. Such insurance protection will include liability insurance covering injury to persons and property and insurance protecting staff from loss or damage of their personal property incurred while so engaged. Employees may access this insurance by completing the form provided in Appendix O.

## Section 2.7 Individual Employee Contract

A. The District shall provide each employee a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.

B. Copies of the Contract: Two (2) copies of the individual employee contract shall be signed by the employee and the district. One copy will be returned to the employee and one copy will remain on file.

C. Release from Contract: An employee under contract may request to be released from the obligations of the contract upon request consistent with statutory provisions under the following conditions:

1. A letter of resignation must be submitted to the superintendent's office.
2. A release from contract, prior to June 1, shall be granted provided a letter of resignation is submitted prior to that date.
3. A release from contract shall be granted after June 1, provided a satisfactory replacement can be obtained.
4. A release from contract shall be granted upon employee request in case of illness or other personal matters that make it impossible for the employee to continue in the District.

D. Any extensions of contracted days by the District shall be computed on 1/180 (This denominator is equal to the number of actual days funded by the state) full per diem of the employee's contracted rate of pay.

## Section 2.8 Safety Procedures / Working Conditions

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

B. The Association shall appoint a representative to serve on the District Safety Committee. Procedures for reporting:

1. The employee will complete a form (Appendix G) outlining the nature of the problem and possible solution sought.

2. Receipt of the form will be acknowledged by the building principal and the District within ten (10) working days with a copy sent to the employee. Acknowledgment will include solutions and possible timelines for solving the problem.

## Section 2.8.1 Harassment Free / Working Conditions

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

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

1. Step 1. Within two (2) days of the incident, speak directly and respectfully with the individual, in an appropriate time, place and manner, seeking to resume communications on a civil basis. If the individual is a student, the employee may also speak with the student's parent.

2. Step 2. At any time after Step 1 has been attempted, if civil discussion cannot be resumed, the employee should ask a co-worker or supervisor to facilitate a conversation with the individual perceived to have been uncivil. Such a facilitated conversation should focus on the expectation of civility and requirements for achieving civil exchanges in the future.

3. Step3. At any time after Step 2 has been attempted, if it is determined that civil communications and appropriate problem-solving cannot be restored between/among the individuals affected, the employee's supervisor should help the employee to establish requirements for further communications (i.e., the presence of a specified third person, restrictions on physical access to the employee's work space) in order to protect the employee's rights. The supervisor may also suggest such additional resources as mentoring, specific training, and/or written materials that address the employee's needs.

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

## Section 2.9 Substitute Teachers

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

# Section 3 Working Conditions

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

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

## Section 3.1 Assignments

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

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

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

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

## Section 3.2 Reassignment and Transfer

A. Definitions:

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

B. Procedural Overview in Reassignment and Transfer:

1. When an opening exists it will be posted for five (5) working days. If not filled in-building, in-district applicants will be considered. If not filled in-district outside applicants may be considered. Employees will notify their principal or supervisor of their intent to be voluntarily reassigned or transferred by completing a Request for Transfer or Additional Assignment form.

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

C. Voluntary Reassignment

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

D. Voluntary Transfer

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

E. Moving Expenses:

1. An employee who is transferred or reassigned because of District need will be paid for actual packing, moving, unpacking, and setting-up of the new classroom at curriculum rate not to exceed 21 hours.

2. Employees who ask the District for a transfer or reassignment will have their classroom items transported (after the employee has prepared the items for transport) by the District. With this, the employee will not be paid the curriculum rate for packing, moving, unpacking, and setting up the new classroom.

3. Employees who are being reassigned involuntarily at the request of the District or the building principal, will be paid for actual packing, moving, unpacking, and classroom set-up time at curriculum rate, not to exceed 21 hours. Alternatively, substitute coverage for up to three (3) school days will be awarded if the school year is in session. This will include employees who are requested by the District or building principal to move to a different classroom and/or grade level(s) within a building before or after the school year has begun.

4. If under unusual circumstances, moving is not able to be completed within the 21 hours, the employee may request additional compensation with approval of the building principal.

## Section 3.3 Involuntary Reassignment or Transfer

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

B. In-Building Involuntary Reassignment

1. The principal or supervisor will first ask for qualified volunteers to be reassigned in-building. The reassignment need will be posted, emailed to staff, and announced at staff meetings allowing five (5) working days for volunteers to come forward. Whenever possible, such an involuntarily reassigned employee should be placed in an equivalent position. As an incentive, it may be agreed that the employee who volunteers to be reassigned will be offered reinstatement to the prior position if it is recreated for the next school year.

2. If no one volunteers in-building, the principal or supervisor will involuntarily reassign the employee with the least seniority in the building whose endorsement(s) match the position into which the reassignment could occur.

3. Qualifications will be determined by the criteria stated in the job posting.

4. When special programs show a need for preservation at the site level, a site team (special program staff, WAE president, and building administrator) will be formed to oversee the process and selection with the Agreement in force.

5. The employee to be involuntarily reassigned will be given notice of the reassignment by the final student day of the school year unless it is caused by actual student enrollment/staff changes, in which case notice will occur as quickly as the situation arises within the five (5) working days timeline.

C. In-District Involuntary Transfer

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

## Section 3.4 Job-Sharing

A. Employees interested in entering into a job-sharing agreement need to complete a job-sharing agreement request form with another qualified employee or request the hiring of a job-share partner. All matters of the agreement must be acceptable to principal and both employees. Maintaining job-share status will be based on general acceptance of the job-share relationship by the two employees involved and the principal.

B. A full-time employee who enters a job-sharing agreement will have the option to return to full-time status at the end of the job-sharing year, and will notify the District by April 1, in writing with this request (extenuating circumstances will be considered until May 1). Persons wanting to enter into job-sharing will notify the District by April 1. (Appendix F)

C. Job-sharing will be limited to 3 partnerships per building with benefits as specified in the part-time employee's sections. Those employees who are job-sharing will receive prorated the number of per diem days with consideration for application for additional per diem days as building and District mandates.

## Section 3.5 Part-Time Employees

A. All part-time employees will receive, proportionate to their job time, the following, as specified in the contract: salary, per diem, benefits, all leaves with/without pay (personal, sick, bereavement, civic, etc.), experience and education credits to advance on the salary scale, and all other benefits and rights guaranteed full-time employees under the contract, unless the benefits are limited to a specific FTE level by an insurance carrier.

B. Part-time employees who are required by the administrator to participate in activities that are scheduled outside of and beyond part-time work hours shall be compensated for the additional time at their per diem rate.

C. To calculate your FTE, see Exhibit A.

## Section 3.6 Mentor Program

A. The purpose of the Washougal peer-mentoring program is to reinforce our belief that the constant feedback by one's peers is of great value to both the mentor and the protégé(s). Initially, all new certificated employees will participate in the peer mentor program.

B. The District retains the right to select and assign district-wide mentors. The Association will be granted the opportunity to nominate and/or provide input and recommendations concerning district-wide mentors. Selected mentors may respectfully decline the nomination.

C. When an administrator request and designates mentor candidates to assist new employees, the mentoring employee and the mentee will be paid at their per diem rate for scheduled and approved mentoring times outside the normal duty day. If the State provides stipends for mentors and/or mentees, the stipend will be passed through to the mentor and/or mentee.

D. Selection of building-based mentors will be based upon collaboration between grade level teams or subject matter teams and building administrators. The final decision on mentor assignments rests with the building administrator.

E. To guarantee the integrity of the process a communication curtain exists between the mentor and the administration. No mentor will provide input into the summative evaluation conducted by the administrator.

## Section 3.6A Teachers On Special Assignment (TOSA)

A. General

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

B. Assignment

The District retains the right to select and assign district-wide TOSA. The Association will be granted the opportunity to nominate and/or provide input and recommendations concerning district-wide TOSAs. Selected TOSAs may respectfully decline the nomination.

Selection of building-based TOSAs will be based upon collaboration between grade level teams or subject matter teams and building administrators. The final decision on TOSA assignments rests with the building administrator.

D. Responsibilities

The District will provide TOSAs with plans and/or documentation outlining the activities and responsibilities expected of them. It is understood that TOSAs remain part of the bargaining unit and as such will maintain confidentiality regarding any evaluative information regarding teachers being assisted. Such information will not be shared with or used by administrators in the evaluative process. It is also understood that, as colleagues and as part of the bargaining unit, TOSAs will only assist teachers within the teacher's classroom at the request or consent of the teacher being assisted.

## Section 3.8 Work Year/Workday

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

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

C. *This number adjusts to reflect the actual number of state funded teacher contract days for returning Washougal employees and that number +1 for new Washougal employees. The employees per diem will be determined by dividing annual salary by the number of state funded employee days.

### Section 3.8 A End of Year Check Out

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

### Section 3.8 B Teacher Workday

A. Employees will report for work ½ hour before the student day and be released no later than ½ hour after the student day*. The structure of the "student day" will be determined by the building administrator in consultation with staff and in accordance with what is educationally sound for students. On weather related delayed starts or weather related early releases, the ½ hour before and after adjusts to before and after the revised start and stop time.

B. Employees may leave after the close of the student day on Fridays and the day before a holiday begins, as compensation for faculty meetings or other school activities that necessitate employee attendance beyond the normal workday (evening parent conferences, evening curriculum meetings, school wide open house programs) if the employee has no assigned duty. Additionally, principals will consult with the site-based team on the number of after school activities in an effort to limit the number of such activities.

C. Provided further that an additional ½ hour per week immediately before or after the employee day shall be for faculty meetings, which may be combined with the ½ hour before or after, exclusive of Monday morning and Friday afternoon. Students will be dismissed three (3) hours early on the last day of school.

D. The District commits to insure fairness to teachers who supervise students outside of the instructional day.

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

### Section 3.8 C Elementary Recess Time

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

### Section 3.8 D Parent Requested Conference

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

## Section 3.9 Conference Time: Parent/Employee

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

## Section 3.10 Grades Due

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

## Section 3.11 Planning Time

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

B. Each full-time employee K-5 (defined as certificated employees working more than 3.5 hours per day) will be provided 270 minutes of planning time each week in increments of not less than thirty (30) minutes. Elementary employees working part-time will be provided with pro-rated planning time.

## Section 3.12 Class Size

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

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

THEN Class overload shall be reduced by:

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

B. The District and the Association shall schedule twice-a-year meetings not later than the beginning of the third week of the school year and the second week of the second semester for the specific purpose of overload review and recommended resolutions. The Superintendent shall Chair the meetings and have discretion in making the final decision. Participants will include designated Association representative, designated district representatives to include school principals for affected schools. In advance of the meeting, each teacher with an overload situation will be invited to provide his/her input to the school principal on a proposed resolution.

C. The above district-wide meetings do not preclude classroom specific discussions between teachers and principals, and the association and district through labor-management when such overloads occur between the scheduled meeting dates.

D. If the above steps cannot resolve the class overload, the building administrator and teacher will mutually agree on implementing Step 1, 2 or 3 below.

1. Hiring aides (one hour aide time per student over the maximum class size, for as long as the maximum class size is exceeded).
    a. A PE class size overload, with a shared aide shall be calculated on a ratio of 25:1.
2. Giving an extra stipend of $10.00 per extra student per day.
3. Secondary (middle high school, grades 6-12) teachers who are in overload, and who are also above their maximum class size numbers (e.g., 140 at the middle and high school, excluding tutorial or advisory classes) will receive one-half of the overload stipend for each student in overload to recognize the overload within the instructional period as well as the increase in workload beyond the full workload level.

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

**Section 3.12A Elementary Combination Classrooms**

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

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

1)

a) A teacher assigned to a combination class will be given the option of one (1) on-site substitute release day per trimester or twenty-one (21) hours of compensation at per diem to plan for the curriculum.

b) A teacher assigned to a combination class will have two (2) hours of paraprofessional time daily to support English Language Arts instruction.

c) The class size will be reduced by two (2) students from the class size otherwise appropriate to the grade level. If the grade levels have different class size limitations per Section 3.12, the lower limitation will be used.

d) A teacher assigned to a combination class will be given a stipend equal to ten percent (10%) of the teacher's base salary on the salary allocation model.

OR

2)

a. A teacher assigned to a combination class will be given the option of one (1) on-site substitute release day per trimester or twenty-one (21) hours of compensation at per diem to plan for the curriculum.

b. A teacher assigned to a combination class will have five (5) hours of paraprofessional time daily.

## Section 3.13 Classroom Visitation

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

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

B. Either the employee or the visitor may request a conference before and/or after the visitation. The conference should be held if either party requests it.

C. The principal of each school shall meet with the respective faculties to establish guidelines for the role of the employee and the visitor, so all will know what is expected during this activity. This information should be disseminated to the patron by the principal.

## Section 3.14 Covering Classes

A. When necessary, an employee may be requested by an administrator to cover a class period. The employee involved will be reimbursed at his/her per diem rate. Every reasonable attempt shall be made to enlist the services of a substitute when the administrator is informed of an absence or when scheduled absences are initiated by the District.

B. When a classroom teacher at the K-5 level loses a prep period to provide classroom coverage for an absent teacher when a substitute cannot be employed, the employee will be paid for the lost prep period at his/her per diem rate. For emergency coverage, teachers (including specialists) should only be used during their prep time. Should the administrator find it necessary to distribute the students among multiple classes, the teachers will proportionately share the per diem rate of the absent employee.

## Section 3.15 Curriculum Development

A. Employees required to implement curriculum changes may participate in the development of that curriculum change.

B. Employees retain the right to convey their ideas regarding the curriculum to the District.

C. Workshops and/or in-service training programs initiated and established by administration with required attendance should be conducted at times so as to minimize disruption of the normal school program. Pay for curriculum work done outside the regular workday will be compensated at their per diem rate.

D. The District shall provide and pay for in-service education courses whenever the District implements new programs which call for retraining on the part of the employee. District in-service courses that can be taken for either college or District clock hours shall be granted the equivalent number of quarter hour credits allowed by the college and/or university.

## Section 3.16 Release Time

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

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

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

## Section 3.17 Student Discipline

A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws (RCW 28A.600.020).

B. Every employee shall have the power and support of the Board and superintendent to hold every student to a strict accountability in school for any disorderly or anti-social conduct. In carrying out this responsibility, employees and principals, or their designees will discipline student(s) in accordance with Board policy and age appropriate rules and regulations thereof. A reasonable attempt shall be made to notify parents or guardians prior to detention. If necessary to continue the educational process in the classroom, an employee may send to the principal's office and designated supervised discipline area, any student who seriously disrupts the educational program to the detriment of other students. If the employee requests it, before re-admittance to class, there may be a signed agreement finalized between the student, parent or guardian, principal and educator specifying the future behavior expectations of the student. If the request is denied by the principal, the employee may appeal the decision to the appropriate central office administrator.

## Section 3.18 Professional Learning Communities

A. Each full-time employee K-12 (defined as certificated employees working more than 3.5 hours per day) will be provided 25 hours of Professional Learning Community time per year within the contracted workday, as long as state instructional hours are met. The purpose of the PLC is for teaching teams to work together to improve student learning within a PLC framework. Building administrators will collaborate with the staff to assure that the allocated time is used effectively for Professional Learning Communities. The objective is to evolve into a PLC environment where PLC groups effectively self-direct within the district's PLC framework/protocols. Teams may be defined as two (2) or more certificated employees who have common or similar instructional assignments cross grade level or vertical planning teams.

B. Pending Board approval beginning in school year 2013-14, unless the District elected to implement the change earlier, professional learning community provisions shall be as follows:

1. Elementary: Wednesday early release of two (2) hours and forty-five (45) minutes with no change to release time on Monday, Tuesday, Thursday, or Friday. Elementary PLC will be forty (40) minutes.

2. Secondary: The three (3) hour early release on Wednesday once a month will be replaced with a forty (40) minute early release every Wednesday.

C. A Professional Learning Community (PLC) Team may request clock hour approval if the team undertakes an initiative that meets the criteria of 181-85-200 WAC, i.e.:

1. The objectives of the in-service program—i.e., intended outcomes—shall be written for each in-service education program.

2. The content of the in-service education program shall be set forth in a program agenda which shall specify the topics to be covered, the days and times of each presentation, and the names and short description of qualifications of each instructor—e.g., degrees and current professional position.

3. All in-service education instructors shall have academic and/or professional experience which specifically qualifies them to conduct the in-service education program—e.g., a person with expertise in a particular subject, field, or occupation.

4. Program materials, including the program agenda, prepared, designed, or selected for the in-service education program shall be available to all attendees.

5. Activities must relate to opportunities for participants to collect and analyze evidence related to student learning; professional certificate standards; school and district improvement efforts; K-12 frameworks and curriculum alignment; research-based instructional strategies and assessment practices; content of current or anticipated assignment; advocacy for students and leadership, supervision, mentoring/coaching; and/or building a collaborative learning community.

6. The in-service education program shall be evaluated by the participants to determine:

7. The extent to which the written objectives have been met;

8. Participant perception of relevance and quality of the offering;

9. The extent to which activities identified in subsection (5) of this section, addressed by the in-service program, have been met; and

10. Suggestions for improving the in-service education program if repeated.

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

## Section 3.19 Technology

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

## Section 3.20 Special Education

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

1. Resource Room (K- 5): Twenty-eight (28).
2. Resource Room (6-12): Thirty-one (31).
3. Adaptive Classrooms: Twelve (12).
4. Preschool: Twelve (12) per session; twenty-four (24) total.
5. EBD Self-Contained: Ten (10).
6. EBD Resource: Sixteen (16).
7. SLP: Fifty-five (55).
8. OT: Forty-eight (48).
9. School Psychologists: One (1) FTE per twelve hundred (1200)

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

C. It is the intent that the Administrator for Special Education and the special education teachers/specialists will seek mutual agreement as to the specific form and amount of relief. The Association President and the Administrator for Human Resources will assist in resolution when 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 170 hours for the 2017-18 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. In addition to the 170 hours, each full-time employee will also receive a TRI amount of $1,000.00 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.

C. 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.

D. 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.

E. 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 nine (9) hours of per diem time is designated for use by the District.

## Section 4.4 Payday

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

## Section 4.5 Salary Schedule Advancement

A. Verification for placement on the salary schedule shall be by official transcript kept on file in the district office. All employees shall provide the district office with official transcripts of college credits completed. In determining an educator's position on the salary schedule, the District shall use the largest educational increment step for which he/she qualifies at the B.A. or M.A. level.

B. Employees will be placed on the salary schedule consistent with the highest allowable level using state allocation guidelines.

C. College credit to be used for advancement on the salary schedule must be approved by the District. Employees must apply for pre-approval and complete a Request for Credit or Clock Hour Approval.

D. Salary Maximum Movement - Certificated staff members frozen at the MA+90 will receive a stipend of 5% of the MA+90, Step 0 salary once every three years upon completion of fifteen credits, and certificated staff members frozen at the BA+90 will receive a stipend of $1,000 once every three years upon completion of fifteen credits. (Appendix I). The fifteen (15) credits must be earned by September 30 of the school year that payment is requested. The three (3) years of experience must be earned by August 31 of the previous school year. The District's maximum obligation for this section is $10,000 per year for each salary base. In the event that earned stipends would exceed that amount, eligible employees will receive pro-rated stipends and would retain their eligibility and earn pro-rated stipends from year to year until receiving the full stipend amount.

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

E. Co-curricular Salary: See Exhibit B

## Section 4.6 Fringe Benefits

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

B. The District current plan providers:

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

## Section 4.7 Supplemental Contracts

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

B. Grade Level Coordinators/Department Chairpersons Guidelines

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

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

1. Leadership skills
2. Communication skills
3. Organization skills
4. Curriculum knowledge
5. Team facilitation skills

D. Club Advisor Guidelines

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

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

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

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

### Section 4.8 Payment of Supplemental Contracts

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

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

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

### Section 4.9 Career Supplemental Stipends

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

### Section 4.9A Career Retirement Announcement Stipend

**Employee who submit notice of resignation or retirement by March 1 will automatically receive a $250 stipend. Written notification of intent to retire must be submitted to the District's Human Resources department by March 1.**

### Section 4.10 Extended Learning

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

### Section 4.11 National Board Certification

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

# 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.

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

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

**Section 5.1D Sick Leave Sharing**

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

**Section 5.1E Bereavement Leave**

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

### Section 5.1F Court Subpoena - Jury Duty

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

### Section 5.1G Civic Leave

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

### Section 5.1H Maternity Leave

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

## Section 5.2 Leave Provisions - Without Pay

### Section 5.2A Leave of Absence Procedure for District Educators

1. All educators in the District shall be entitled to apply for a leave of absence without pay, for the following reasons, listed in their general order of importance and consideration:
   a. Health and recuperation
   b. Full-time student
   c. Work in related field or job
   d. Extended travel
   e. Rest
   f. Personal (including child rearing)
2. The Board shall weigh carefully the needs and advantage of granting the leave to the educator against the cost to the students of a break in their education resulting from having a substitute employee and in some cases the cost in dollars to the District. An adequate replacement must be available in order for the Board to consider granting the leave. To grant a leave of absence shall be at the sole discretion of the Board.

3. Provisions

   a. The duration of the leave would be on the basis of individual need and will be stated on the written application. Leave will be granted for a duration of one year or less, and would expire at the date agreed upon.

   b. Should the educator on leave feel an extension in the duration of his/her leave would be beneficial, the Board could grant it. The procedure of filing for an extension would be the same as for applying for the initial leave of absence. The educator requesting the leave will receive no salary for the period of his/her absence, but will retain his/her position on the salary schedule in educational increments and teaching experience. If during the leave the educator gains additional (a) educational experience and/or (b) teaching experience, then he/she will advance on the salary schedule accordingly.

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

4. Procedures

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

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

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

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

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

## Section 5.2B Adoption Leave

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

## Section 5.2C Association Leave

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

# Section 6 Evaluation

## Section 6.1 Certificated Staff Evaluation

### Section 6.1A General

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

### Section 6.1B Provisional

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

### Section 6.1C Probation

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

5. A teacher who is placed on probation shall receive notice and information in accordance with the statute and shall be provided with a full copy of the statutory process and procedure at the time of being placed on probation. The teacher shall be advised of the right to have a representative present during the meeting in which he/she is informed that he/she is being placed on probation.

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

**Section 6.1D Response and Appeal Rights**

1. All teachers have the right to attach a rebuttal to a performance evaluation containing less than satisfactory assessments/comments from the evaluator. Such rebuttal shall become a permanent part of the evaluation and shall be placed in the personnel file.

2. Non-Provisional teachers have a right to appeal a non-renewal based on performance through the statutory hearing process. Non-Provisional and Provisional teachers shall utilize the grievance procedures contained in the Agreement if the teacher(s) believes the District has not adhered to the procedures set forth in this section.

**Section 6.1E Evaluation**

1. Responsibility of Evaluation:

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

   b. Prior to the beginning of the evaluation process, the administrator of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.

2. Evaluation Criteria:

   a. All employees shall be evaluated in accordance with the criteria set forth in this Agreement.

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

3. Required Evaluations

   a. All employees newly employed by the District shall be observed for a period of at least once for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.

   b. The annual summative evaluation report shall be delivered to the teacher on or before June 1st of the school year. In extenuating circumstances (e.g., employee or supervisor absence), the June 1 date may be extended by mutual agreement.

   c. Evaluations that may result in non-renewal must be delivered prior to May 15th to meet the statutory date for notification of non-renewal.

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

4. Additional Evaluations

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

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

5. Minimum Observation Criteria

   a. During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties.

   b. Total observation time for each employee for each school year shall not be less than sixty (60) minutes or thirty (30) minutes if the employee is on short form and has one summarized observation.

   c. A minimum of one observation for a total observation time of thirty (30) minutes shall be required in connection with the evaluation of new employees under this Section 6.1.E.C.1 above.

6. Evaluation Procedures

   a. Prior to the required formal observation, the evaluator and the evaluatee shall meet to mutually understand the intent of the evaluation and goals and objectives of the evaluatee to be observed during the evaluation.

   b. Following each observation, the principal shall promptly document the results using the Post Conference Lesson Notes and Summary (Appendix E). The principal shall promptly meet with the employee to discuss the observation and at that time shall provide the employee with a copy of the Post Conference Lesson Notes and Summary (Appendix E). If it is not possible to arrange a timely meeting between the principal and the employee, the principal shall provide a copy of the Post Conference Lesson Notes and Summary (Appendix E) to the employee until the meeting can be arranged.

c. Following the required series of observations outlined in this Section 6.1.B.3, the principal shall complete the Summary Evaluation Report (Appendix E). The employee shall be provided a copy of the Summary Evaluation Report (Appendix E) within three (3) days after such a report is prepared.

d. Following the completion of each evaluation report required under this Section, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.

e. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. If the employee chooses, he/she may attach a rebuttal to the evaluation

f. Each evaluation report required under this Section 6.1.B.3. above, shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under this Section 6.1.B.3. above, shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary. If the supervisor elects to include the evaluation in the personnel file, the employee shall receive a copy of the evaluation.

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

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

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

**1. Training:**

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

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

**2. Forms and Tools:**

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

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

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

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

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

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

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

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

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

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

**4. Observation and Inquiry Cycle:**

a. Teachers on the comprehensive evaluation will participate in two observation/inquiry cycles. The process will include a self-assessment/goal setting conference in the fall, two observation cycles including a pre-observation conference, an observation, and a post-observation conference. The nature of the observation/inquiry cycles is formative. During the post-observation conference teachers are encouraged to share artifacts.

b. During the post-observation conference, the administrator and teacher shall examine the observation report and artifacts in relation to the current level of practice. The evaluator will assign indicator scores and overall criterion scores based on the analysis of the evidence.

c. Teachers participating in a focused evaluation will be observed as specified in WAC 392-191 and 392-191A. Regardless of the criterion selected, the process is the same as for a comprehensive evaluation. The teacher will select one of the eight criterion and associated student growth measures. The selected criterion must be approved by the administrator per WAC 292-191A-120(2).

d. Teachers will be observed at least twice each school year and for a total of no less than sixty (60) minutes during each school year. Observations may be through classroom or work site visits as specified in WAC.

e. Teachers will receive rubric scores for the student growth rubric rows. Student growth data will be determined collaboratively by the classroom teacher and the administrator. Student growth data occurs between two points in time. While there is no student growth impact rating that is calculated for the final summative score, a rating of "1" on any student growth rubric row triggers a student growth inquiry.

**5. Summative Evaluation Report**

a. The Summative Evaluation report is a formal and official summary evaluation based on a series of documented observations and other performance data generated through the normal supervisory process. This report should reflect the previous discussions recorded on the appropriate forms. It is signed by both the employee and the administrator. A copy will be provided to the employee. A signature does not denote concurrence.

b. Each Summative Evaluation Report shall be forwarded to the Human Resource Department for filing in the employee's personnel file. The employee will have the right to include a rebuttal statement for the record. Such supplementary statements will be submitted to the Human Resources Department within twenty (20) working days of the final evaluation conference, with a copy to be transmitted to the administrator.

**6. Criterion Scoring**

a. The District and the Association both hold a strong belief in the "shared responsibility" for evidence gathering and analysis. Criterion scoring will be based on analysis of evidence. Scoring will not be based upon an average of scores, coring band, or mathematical formula except as otherwise prescribed by the Office of Superintendent of Public Instruction.

b. Administrators will receive professional development related to scoring and work within their professional learning communities to develop consistency in scoring.

## Section 6.2 Evaluation Criteria - Support Personnel

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

**1. Knowledge and Scholarship in Special Field**

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

**2. Specialized Skills**

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

**3. Management of Special Technical Environment**

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

**4. The Support Personnel as a Professional**

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

**5. Involvement in Assisting Pupils, Parents, and Professional Personnel**

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

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

## Section 7.1 - Procedures for Staff Reduction

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

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

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

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

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

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

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

    3. Other certified positions:

        a. Specialists by field of specialty (e.g. art, music, physical education, reading, intervention etc.)
        b. Special education by field of specialty
        c. Vocational teacher
        d. Psychologist
        e. Elementary counselor/social worker
        f. Secondary counselor/social worker
        g. Library/media
        h. Other ESA personnel (e.g. SLP, OT, PT etc.)

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

D. Placement in Programs:

1. To qualify for placement in any program, the certified employee must:
   a. Have an applicable Washington State teaching certificate, and
   b. Possess the endorsement specified in WAC 181-82 required by the position, or
   c. Have had a minimum of one (1) year of professional experience of at least two (2) periods in each additional category or specialty.
2. Each certificated staff member will be considered first for retention in the program in which the position is held at the time of the implementation of these procedures.
3. If not selected in a program in which he/she is currently teaching, staff members shall also be considered for retention in such additional programs for which the staff member is qualified according to Section 7.1 D-1.
4. The District will list, by seniority, (defined as FTE years of Washington State teaching experience) those staff members qualified in each designated program. The staff members will have an opportunity to verify placement on each list prior to action by the District.

E. Selection Within Programs: Certificated staff members shall be considered for retention in available positions within the program for which they qualify under Section 7.1 C. In the event that there are more qualified employees than available positions in a given program, the following criteria shall be used in sequential order to determine placement in the available position(s).

1. Teaching seniority in the state of Washington
2. Teaching seniority in the Washougal School District
3. Total days and years in teaching experience

F. The actions required to meet District needs and state statute will be implemented on or before May 15 by the District. All certificated staff members who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment. Employment pool personnel will be given the opportunity to fill open positions within the programs for which they are qualified in Section 7.1 C in inverse order of lay off. Employees will remain eligible for recall for a period of 27 months.

## Section 7.2 Procedures for Staff Recall

A. It shall be the responsibility of each staff member placed in the employment pool to notify the superintendent or his/her designee in writing by February 1 of the succeeding year if he/she wishes to remain in the employment pool.

B. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept the position. If an individual in the employment pool fails to accept a full-time position for which he/she is eligible, the District's obligation to the employee ceases.

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

D. The District will utilize employment pool personnel as substitutes in positions for which they are qualified on a first priority basis before hiring other substitutes.

## Section 8 Grievance Procedures

A. Purpose

The grievance procedure provides a process for resolving 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.

D. Procedures

1. Informal Resolution of Grievance (Step 1):

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

2. Initiating a Formal Grievance (Step 2):

Within a reasonable period of time, and not more than twenty (20) days after the grievant knew or should reasonably have known of an action or lack of action which is the basis of a grievance, he/she may file a formal grievance (see Appendix A). The grievance shall be filed simultaneously with the immediate supervisor and the District's Director of Human Resources. The immediate supervisor shall reply in writing within five (5) school days of the filing. If the grievant or WAE has not had a response within the five-day period, then the grievant is granted the petition's solutions by default, provided the solution is consistent with all provisions of this Agreement (i.e., does not establish a new employment condition which is otherwise subject to bargaining).

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

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

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

4. Arbitration of the Grievance (Step 4):

a. Within five (5) days of the Superintendent's written decision, if the grievant is not satisfied and the Association concurs, the Association will notify the superintendent or designee, in writing, that the grievance will be submitted to binding arbitration.

b. The parties will file the arbitration request with the American Arbitration Association and will follow the AAA rules and procedures regarding appointment and administration of the arbitration.

c. Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party prior to the completion of Step 3 meetings.

d. The arbitrator shall be chosen and shall conduct the hearing and issue a determination in writing within the rules of the arbitrating body (e.g. AAA). The arbitrator's decision will be binding on both parties.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room shall be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

E. Conclusion:

1. There shall be no reprisals of any kind by the District or an agent of the District against any employee for reason of participation in grievance process. It will be the practice of all parties to process grievances after the regular workday or at other times that do not interfere with assigned duties.

2. Substitutes required to cover for any employees engaged in meetings relevant to the grievance procedure shall be reimbursed by the party requesting the employee's attendance, with no deduction to the employee's leave accumulation.

## Exhibit A: Part-Time Matrix

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

420 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 placement of the employee~~'s~~ on the state salary schedule to determine the pay for the various activities. Positions will be filled according to budget and need.

| Position | % | Position | % |
|---|---|---|---|
| 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 |
| Science Liason | 2 | Interact Advisor | 2 |

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

Elementary Band 1%
(Pending 2017-18 review)

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.

Washington State Fellows (Science, English Language Arts, Math) will be part of the 2017-18 review and will be added as appropriate. It is noted that no Fellows are authorized for the 2017-18 school year at this time.

## Appendix A

## Step 2 Grievance

**Distribution of Form:**
Association Representative
Immediate Supervisor
Association President
Grievant
Director of Human Resources

**Complaint By The Aggrieved**

Aggrieved Person_____

_____

Date of Formal Presentation_____

Home Address of Aggrieved Person_____

_____

Telephone_____School_____

Immediate Supervisor_____

Years in School System_____Subject area/grade_____

Association Representative_____

**Statement Of Grievance:**

**Relief Sought:**

Signature of Aggrieved_____

Signature of Association Representative_____

## Appendix A

## Step 2B Grievance

**Distribution of Form:**
Association Representative
Immediate Supervisor
Association President
Grievant
Director of Human Resources

**Decision Of School Principal Or Immediate Supervisor**

(To be completed by 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

## 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** | | **KEY** |
|---|---|---|
| **D** | **Distinguished** | **A – ASSESSMENT FOR STUDENT LEARNING** |
| **P** | **Proficient** | **CEC – CLASSROOM ENVIRONMENT AND CULTURE** |
| **B** | **Basic** | **CP – CURRICULUM AND PEDAGOGY** |
| **U** | **Unsatisfactory** | **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 | Score |
|---|---|---|---|---|---|
| **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

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**
**WASHOUGAL SCHOOL DISTRICT NO. 112-6**
**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**
**WASHOUGAL SCHOOL DISTRICT NO. 112-6**
**PERSONAL GROWTH PLAN**
**PLANNING SHEET**

Name: _____ Date: _____

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

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

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

_____ _____
Principal/Supervisor Signature Date

## MOU Regarding One-Time Professional Development Allowance

For the 2017-18 school-year only, each full-time employee will be provided a one-time-only professional development allowance of $700, paid as a lump sum in the November, 2017 paycheck, to be used at the employee's discretion for professional growth and development. Each part-time employee will be provided with an amount equal to their proportional FTE.

Frank Zahn
President, WAE

Marian Young
Human Resources, WSD

## MOU Regarding Planning Time

A joint committee, facilitated by the Assistant Superintendent, comprised of a teacher representative from each elementary building (as designated by WAE) and the elementary principal from each building will be formed to identify, evaluate, consider and recommend changes that meet the planning time requirement of 270 minutes per week in increments of not less than thirty (30) minutes, while enhancing the education program. Recommendations will be presented to the Superintendent and Board for consideration.

The District confirms its intent that additional instructional offerings will not be the basis for reduction of existing instructional offerings but will be a trade-off to student early release time, exclusive of Professional Learning Community (PLC) time.

School Year 2017-18 will serve as a planning year for the District relative to the educational program for implementation in 2018-19.

Frank Zahn
President, WAE

Marian Young
Human Resources, WSD

## MOU on Exhibit B

The Association and the District agree to undertake a review of the stipends identified in Exhibit B. Administrators will review estimated time requirements with teachers. A joint team of Administrators and Association Representatives will analyze the data and develop a proposed restructure. The results will be brought to labor-management to reach agreement on any changes. A target date of completion is December, 2017, with any changes retroactive to the beginning of the school year.

Frank Zahn
President, WAE

Marian Young
Human Resources, WSD

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

The Association and the District agree to the following arrangement regarding overload remedy for Ashley Schafer and Leanna Vaughan, teachers at Canyon Creek Middle School. Ms. Schafer and Ms. Vaughan will each be provided with one-hour of paraprofessional support for the 29th student in the class period. The remedy for overload beyond the 29th student will be subject to the overload pay of $2.00 per student over 29.

This remedy is a one-time agreement specific to these individual teachers and will sunset at the conclusion of the 2017-18 school year.

For the Association:

Dr. Frank Zahn, WAE President

Date:

OCT. 19, 2017

For the District:

Marian L. Young, Human Resources Director

Date:

Oct. 19, 2017