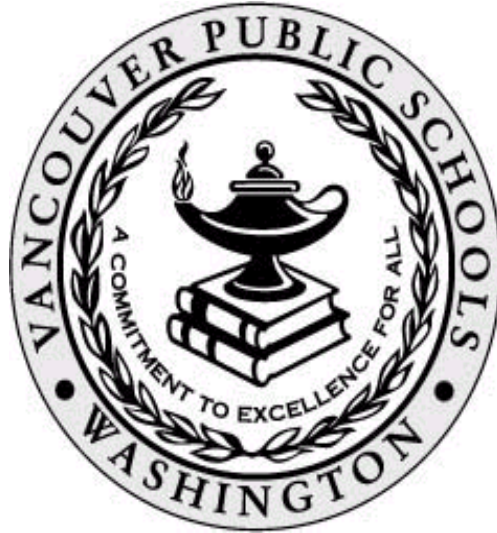


# **COMPREHENSIVE PROFESSIONAL AGREEMENT**



**BETWEEN**

**VANCOUVER EDUCATION ASSOCIATION**

**AND**

**VANCOUVER SCHOOL DISTRICT NO. 37**

**2021 - 2024**



Comprehensive Professional Agreement  
Between  
Vancouver School District No. 37  
And  
Vancouver Education Association

Preamble

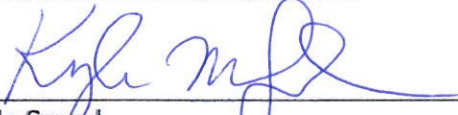
This agreement is made and entered in to by and between the Board of Directors and the Vancouver School District No. 37, County of Clark, Vancouver, Washington, and the Vancouver Education Association, and includes all of the following articles and provisions.


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 31 day of August 2021.

All provisions of this Agreement will be in full force and effect beginning September 1, 2021, to and including August 31, 2024.


Witnesseth:

Vancouver School District No. 37

  
\_\_\_\_\_  
Kyle Sproul  
President of the Board of Directors

  
\_\_\_\_\_  
Jeff Snell, Ed. D.  
Secretary to the Board of Directors

Vancouver Education Association

  
\_\_\_\_\_  
Rick Wilson, JD, PhD  
Executive Director, VEA

  
\_\_\_\_\_  
(Karen) Kari Van Nostran  
President, VEA



**VEA Comprehensive Professional Agreement 2021-2024  
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WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Vancouver School District is their mutual aim and that the character of such education depends upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

WHEREAS, the Association recognizes that the Board of Directors holds the responsibility for carrying out the federal laws and court decisions, the provisions of the Washington constitution, the laws of the state legislature, and the rules and regulations of the state board of education, and has been selected by the electorate of the community to provide public, common school education for the District, and

WHEREAS, the Board has an obligation, pursuant to RCW 41.59, the Educational Employment Relations Act, to negotiate with the Association as the representative of employees hereinafter designated, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **CHAPTER 1: General Provisions of Agreement**

### **Article 1.1**

**Definitions:** Unless the context in which they are used clearly requires otherwise when used hereafter:

- 1.1A **Association:** The term "Association" means the Vancouver Education Association.
- 1.1B **District:** The term "District" means the Vancouver School Board, the employer, or the Vancouver School District Number Thirty-Seven (37), (its Superintendent and any person serving as its agent in an assigned administrative capacity in an area of supervisory responsibility).
- 1.1C **Commission:** The term "Commission" means the Public Employee Relations Commission established by the Washington Legislature's Acts of 1975.
- 1.1D **Collective bargaining:** The term "collective bargaining" or "bargaining" means the performance of the mutual obligation of the representatives of the District and the Association to meet at reasonable times in light of the time limitations of the budget-making process, and to bargain in good faith in an effort to reach agreement with respect to the wages, hours, terms, and conditions of employment; provided that prior law, practice, or interpretation shall be neither restrictive, expansive, nor determinative with respect to the scope of bargaining. A written contract incorporating any agreements reached shall be executed if requested by either party. The obligation to bargain does not compel either party to agree to a proposal or to make a concession.
- 1.1E **Certificated employee terms:** The term "educator," "certificated employee," "teacher," or "employee" shall refer to all certificated employees represented in the bargaining unit.
- 1.1F "Days" shall refer to working days unless otherwise designated.
- 1.1G "Agreement" means this agreement signed between the Board and the Association.
- 1.1H **Employee contract:** "Employee contract" shall refer to the Certificated Employee – Basic Contract signed between an individual certificated employee and the District.

- 1.1I **Gender – Number:** Words in this Agreement shall not denote gender; instead, a gender neutral “their” shall apply; and words denoting numbers shall include both the singular and plural.
- 1.1J **Board:** The term “Board” refers to the elected Board of Directors of the Vancouver School District.
- 1.1K **Superintendent:** The term “Superintendent” refers to the chief administrative officer of the Vancouver School District.
- 1.1L **Reasonable effort:** The term “reasonable effort” is deemed to mean a discernible effort to act in a fair, just, and appropriate way to meet the end in view.
- 1.1M **Superintendent designee:** Each year the Superintendent will inform the Association in writing of the name of the individual they have designated to serve as chief District negotiator responsible for agreement administration and District-Association liaison discussions. (Article 1.11)
- 1.1N **Hourly rate(s):** Shall refer to the employees’ hourly per diem rate based on their base salary placement for participating in or providing professional development, completing Extended Year Days/Hours, and/or completing supplemental work.
- 1.1O **Letter of Agreement:** A Letter of Agreement (LOA) carries the full weight and force of the Comprehensive Professional Agreement (CPA) for the duration of the CPA, unless changed through the bargaining process. Only the District and Association may enter into and sign a Letter of Agreement. Letters of Agreement expire concurrent with the expiration of the CPA unless renewed with or without modification for a new contract period.
- 1.1P **Letter of Understanding:** A Letter of Understanding (LOU) is an agreement constituting the interpretation of the CPA that is in force at the time that a misunderstanding occurs. The LOU is signed by the Association President, the Association’s Executive Director, the District Superintendent, and the Superintendent’s designee. The duration of a LOU is for the length of time that the CPA is in effect unless changed by mutual agreement through the bargaining process. LOUs will be reviewed at each full bargain to determine whether or not the LOU should be included in the CPA or the LOA with or without modification.

## Article 1.2

**Association representation recognition:** The District recognizes the Association, pursuant to RCW 41.59, the representation Educational Employment Relations Act, the 1975 act, as the exclusive recognition negotiating representative of all non-supervisory certificated employees. The District will not negotiate with any “employee organization” other than the Association representing the non-supervisory employee.

## Article 1.3

**Association representation parameters:** The Association will confine its representations in negotiations and grievances to matters pertaining to non-supervisory educational employees as provided for in RCW 41.59, and exclude those positions designated as confidential employees set forth in RCW 41.59.

- 1.3A **Positions excluded from unit:** Positions that are designated as “confidential employees” or other certificated educational employees of the District specifically excluded from participation in a “collective bargaining unit” are the Superintendent, members of their administrative cabinet, and other administrative positions that involve assigned responsibility

for the formulation and enforcement of labor relations policies and regulations and summative evaluation of non-supervisory personnel. (RCW 41.59)

- 1.3B Principals, associate principals, and half-time teacher/half-time associate principal positions are excluded from this non-supervisory educational employee's unit.

#### Article 1.4

- 1.4A **Duration years on majority of Agreement:** All provisions of this agreement, including appendices, will be in full force and effect during the term of this contract.

The Agreement will be reopened each year within the specific majority limitations as discussed below:

- 1.4B
- i. **Economic openers for distribution of legislative appropriated salary monies:** The District agrees that at any time during the lifetime of this contract should the legislature appropriate funds for the specific purpose of adjustments of certificated employee salaries and/or insurance program premiums/benefits, the District will meet in a timely manner with the Association to determine the full distribution of such funds among the members of the bargaining unit.
  - ii. **Special event of alterations in salary lid legislation:** The District agrees that during the lifetime of this Agreement, if legislation is enacted and/or a decision is made by the State Supreme Court and/or rules or regulations of the Office of the Superintendent of Public Instruction that will allow salary adjustments for certificated staff from local budget funds in addition to those provided in the appropriations act in effect at that time, the District will in a timely manner, negotiate as allowed and consistent with the amount of local funds that may be available for that purpose.
- 1.4C **Openers:** In the spring there will be limited openers. This does not exclude discrete proposals that have relatively incidental cost (e.g. a few hundred to a few thousand dollars such as a modest stipend increase for a limited number of employees). Each year the economic benefit package will be subject to negotiation consistent with the current Letter of Agreement.
- 1.4D **Three one-party topics:** In addition to the revisions provided in "C" above, each party may introduce to the negotiations table a maximum of three (3) other proposals on discrete topics. If mutually agreeable, additional discussion topics beyond the basic limit of three (3) proposals of each party may be brought to the table for consideration and possible incorporation into the CPA for an ensuing school year.
- 1.4E This Agreement incorporates the entire understanding of the parties and supersedes prior agreements.
- 1.4F The provisions herein shall be incorporated into and considered part of the established resolutions, rules, policies, and/or regulations of the District and pursuant to RCW 41.59 the terms of the Agreement will prevail in any case of conflict of language.
- 1.4G During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement except as provided in Articles 1.7, 1.9, 4.3, and 4.4.

- 1.4H The Agreement may not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

## Article 1.5

**Provisions for continuance:** On or before the expiration date of this Agreement, the District and the Association may mutually agree to have this Agreement, or sections thereof, remain in force for additional periods of up to ninety (90) days each until changed, modified, or replaced by a new Agreement established through procedures prescribed in RCW 41.59, the 1975 act, and pursuant to the provisions governing the Procedures of Communications and Negotiations, Chapter 4, of this Agreement.

## Article 1.6

**Alterations of provisions during course of Agreement:** It is recognized that circumstances change and situations develop that may warrant the immediate consideration for making changes in a particular provision(s) of the Agreement prior to the duration date provided in Article 1.4A. Dramatic changes in the economy of the nation or our region; dramatic changes in the economic status; fuel supply and similar essential factors affecting the operation of the schools and District; or other identified manifest problems of implementation of any of the provisions of the Agreement shall justify proposals by either the District or the Association for the purpose of proposing changes.

District-Association consultation meetings will be held without unreasonable delay on the request of either party to the other to discuss identified concerns which may result in the following:

- 1.6A Additional chapters, articles, and sections, may be added provided there is mutual agreement for making new inclusions.
- 1.6B Segments may be deleted provided there is mutual agreement for such deletion.
- 1.6C Segments may be amended provided there is mutual agreement for such amendment.

## Article 1.7

**Agreement limited to recognized bargaining agent:** This Comprehensive Professional Agreement contains understandings reached between the District and the Vancouver Education Association leadership for the employees they represent. If any other employee group shall win the right to represent all certificated employees as allowed by statute (RCW 41.59, the Educational Employment Relations Act of 1975), or through the merger of the Vancouver Education Association into an organization with a membership different from its present composition, then this Agreement shall be automatically canceled on the date the other group legally succeeds the Vancouver Education Association as the recognized representative of all the certificated staff. The rights granted herein to the Association shall not be granted or extended to any competing labor organization. The District will not merge with any multi-employer organization for purposes of collective bargaining.

## Article 1.8

**Personal service contracts to conform with the Comprehensive Agreement:** The Certificated Employee - Basic Contract between the District and an individual certificated employee shall be subject to and consistent with the terms and conditions of this Agreement. The Basic Contract – Certificated Staff hereinafter executed shall be in the form provided in Appendix A: Basic Contract – Certificated Staff. If any

individual employee contract contains any language inconsistent with provisions of this Agreement, the language of this Agreement shall be controlling.

## **Article 1.9**

**Conformity to law “savings” provisions:** The provisions included in the Agreement are intended to be in addition and consistent with the rights and responsibilities of the parties provided in the constitutions and statutes of the United States and the State of Washington. If any provision of this Agreement is held to be invalid by operation of law by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the invalidated provision.

## **Article 1.10**

**Printing and distribution of agreement:** Upon ratification, the District and the Association shall jointly revise the CPA. Within thirty (30) days of an agreed upon revision, the District shall post the revised CPA to the District’s website. The District will make available a sufficient number of hard copies for distribution by the Association to the building representatives, board members, and key association staff. The cost of maintaining the website copy and of reproducing hard copies of the CPA shall be borne by the District.

## **Article 1.11**

### **Regular channel of Association – Administration consultation and communication at District and building levels:**

- 1.11A **Day-to-day liaison function:** The superintendent/designee for the District and the executive director for the Association are assigned the responsibility for liaison discussion and input between their respective organizations. Furthermore, the superintendent/designee and the executive director will continue procedures to provide for input and information between the two organizations, discussions on any topic of concern to either organization, and/or investigation of problems or concerns to either organization. The superintendent/designee and the executive director will use their best endeavors to provide and promote a positive and harmonious atmosphere between the District and the Association. Nothing in these provisions shall limit the executive director or VEA president from exercising full citizenship rights in communicating with principals and District administrators in the resolution of member concerns or in the inquiry regarding policies, practices, and procedures at that site. This shall also include the right to conduct investigations relative to allegations from internal and/or external sources regarding a member of the Association.
- 1.11B **Periodic meetings between the VEA executive board and the superintendent:** The superintendent and executive board will meet periodically through the year at the request of either party at mutually convenient times to discuss matters of concern to either party.
- 1.11C **Orientation meetings of building principals and faculty representatives:** The District and the Association will periodically, at the request of either party, schedule a joint meeting of building principals and Association faculty representatives to discuss the proper interpretation and implementation of specific provisions of the Agreement. The contract orientation meetings will be jointly chaired by a representative of the District and a representative of the Association.

**1.11D Building principals and faculty representatives:**

- i. The Association faculty representative shall meet with individual school principals periodically at mutually arrived times to discuss the administration of this Agreement as it relates to that particular school and other matters of concern to either party, provided that neither the principal nor the Association's representative have the authority to reach any decision which changes this Agreement.
- ii. If the building principal and a majority of the teachers in a building approve, the faculty representative shall not be assigned extra duties (see Article 13.3B ii).

1.11E The District and Association leadership will meet annually to review major District initiatives over a three-year horizon, in an effort to create increased collaboration, coherency, and buy-in of the shared work. Specifically the meeting shall provide participants with an opportunity to become knowledgeable of known and possible future initiatives and to provide meaningful early input into planning and implementation strategies concerning new initiatives. In subsequent years, the meeting shall be both prospective and retrospective relative to major initiatives.

1.11F The District and the Association will schedule regular labor-management meetings for the purpose of communication, information sharing, joint planning on common issues, and problem resolutions. Meetings will include the association president, association executive director, associate/assistant superintendents, and executive directors of elementary/secondary education. Either side may include ad hoc participants relative to issues under discussion. The spirit and objective of labor-management meetings is to collaborate on common issues and concerns, and to anticipate and avoid/resolve potential problem areas. Meetings are considered open in the sense that either party is at liberty to share and report on the outcome of deliberations.



## **CHAPTER 2: Management Rights, Prerogatives, and Responsibilities**

### **Article 2.1**

**Rights abridged only via negotiations:** It is the intention of the parties hereto that all rights, powers, prerogatives, duties, and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board, except for those which are specifically set forth in the Agreement, and such abridgments and modifications are to be strictly construed.

### **Article 2.2**

**Illustration of management rights:** When not in conflict with any other provision of law and this Agreement, such inherent management rights shall include, by the way of illustration but not by limitation, the right of the Board and its designated administrative agents to:

- 2.2A Manage and control the District, its facilities and its operations, and direct the working forces and affairs of the District.
- 2.2B Continue its rights and past practice of selection, assignment, training, and direction of work to all of its personnel; and hours of work and starting times, and the right to establish, modify, or change any work or business or school hours or days with the scheduling of the foregoing.
- 2.2C Determine the services, supplies and their source, digital tools, equipment and its design; and determine the methods, schedules, and standards of performance; the means, methods, and processes in carrying out the operation of the schools.
- 2.2D Determine the qualifications of employees, including appropriate and necessary physical condition requirements for specific positions.
- 2.2E Determine the number, design, location and/or relocation of buildings, offices, and facilities, the layout and the equipment and technology, and the work areas.
- 2.2F Adopt, put into effect, and enforce regulations relating to and not inconsistent with an adopted District policy or this Agreement.

### **Article 2.3**

**Board's delegation of responsibility and authority:** The Board has charged the superintendent with the responsibility and the authority for the administration of the District, as directed by state statute and State Board of Education rules and regulations and, through them to administrative personnel. Administrative personnel shall be those persons assigned decision-making authority, such as the associate superintendent, administrators, principals, and other persons designated by the superintendent.

**Review of administrative decisions and rights allowed:** The Association's recognition of these management rights does not preclude any employee from filing a grievance or seeking a review of the exercise of administrative decisions and application of these management rights.



## CHAPTER 3: Association Rights, Prerogatives, and Responsibilities

### Article 3.1

**Spokesperson role identified:** The District and the Association acknowledge that the Association has an important role in the operation of the District serving as the official agency recognized by the employees and the District as the responsible spokesperson for the employees represented by the Association to the Board and their administrative agents on those matters specified by law.

District Board members, or assigned administrative agents, will be recognized by the Association as spokespersons of the community and the Association's representatives recognized as spokespersons of the professional certificated staff they represent. It is a joint responsibility of these spokespersons to work closely and cooperatively together to develop the best possible education program with the resources available for the children and youth of the community.

### Article 3.2

**Association rights specified:** To assist the Association in effecting its responsibilities as the agency exclusively recognized to represent certificated staff, the following rights are provided:

- 3.2A **Use of buildings and equipment:** The right to peaceful entry and use of District buildings and equipment at reasonable times and for reasonable purposes when necessary, with appropriate reimbursement for required staff and other reimbursements as outlined in District Policies, to transact Association business with the usage to be scheduled through the proper administrative channels.
- 3.2B **Bulletin board use:** The right to post notices of activities and matters of Association concerns on bulletin boards in the faculty lounge. If a school does not have a faculty lounge, a location will be identified by the school administrator and the VEA building representative that is frequented by certificated staff and that has reasonably restricted access by the public and students.
- 3.2C **Use of District communication services:**
  - i. The Association shall have the right to use District communication services (e.g., mail service, email, teacher mailboxes, etc.) for communications purposes. The Association will utilize the mailbox provided in the central office area to deliver and pick up communication materials. (Refer to VSD Policy 2530)
  - ii. Materials distributed through the District's communication services for delivery in the workplace should be designed to provide objective information relative to the (a) effective development and administration of the CPA and (b) non-inflammatory clarification of other working conditions and policy issues under discussion between the leaders of the Association and the District officials. The Association and the District will use the District communication services to distribute materials within the workplace in a manner that is factual, fair, and respectful. The Association will not use the District's communications services to communicate information that addresses job actions such as work stoppage, work disruption, or strike activity.
  - iii. The president and/or executive board shall be responsible and accountable for authorizing the distribution of materials in the District communication services. The Association will defend and hold the District harmless from any allegation or suit arising out of the Association's use of the District's communication services.

- iv. It is understood that Association leaders will not release a District staff directory or set of mailing labels to any political party, an individual candidate for political office, an individual business to permit their making direct contact with employees, or a person acting in an individual capacity. The mailing labels (directory) are intended for the exclusive use of the Association leadership in conducting official Association business, generally in the summer. The distribution of a newsletter announcing a collective bargaining settlement and/or meeting, or information about Association sponsored and endorsed products or services, or the voting record tabulations and similar information about the performance of an elected official, listing the qualifications of a candidate(s) for office, assessing the merits of specified ballot issues as may pertain to teacher welfare are all topics anticipated for inclusion in such mailings.
- v. Any concern regarding the Association's use of the District's communication services and bulletin boards shall be a matter for early discussion between the Association president (or executive board) and the superintendent/designee. A violation of this Article may result in the suspension of the Association's use of the District's mail or email service for an appropriate and specified period of time following such an Administration-Association conference.

3.2D **District information availability:** The Association shall be furnished monthly and annual financial statements, preliminary and adopted budgets, financial reports, Board agendas, and supporting materials in a timely manner. Nothing herein shall require the central administrative staff to research and assemble information that has not been routinely prepared in the normal operation of the District.

The Association will furnish copies of information pertinent to employer-employee relations topics as reasonably requested by the superintendent or the Board.

3.2E **Scheduling meetings:** It is mutually understood that effective communication among all parties to the Agreement provides for a more effective labor relations environment. Toward that end, building administrators will, upon the request of building representatives, schedule Association meetings before or after the eight-hour on-site faculty meeting day. When the agenda permits and is subject to mutual agreement, the Association meeting may begin within the on-site day. Administrators and building representatives will assure that Association and faculty meetings begin and/or end on schedule so as not to interfere with one another. The faculty representative shall privately inform the supervisor(s) prior to the staff meeting if the supervisor(s) are invited to remain at the meeting for the Association portion of the meeting. If the supervisor(s) are not invited to stay, they should leave the staff meeting prior to the Association portion of the meeting. The faculty representative may schedule additional Association meetings before and after the student attendance day.

3.2F **Staff lists and directories:** The Association shall be provided with the names and addresses of all new teachers and all retiring teachers and with at least four (4) staff directories as soon as they are available electronically each year. The staff directories shall include name, job title, work location, worksite email address, home telephone numbers, and home mailing address. These staff directories are to be used for Association business and are not to be used for private purposes or for partisan political reasons.

3.2G **Orientation letter:** The Association will have the right to include a letter prepared by the Association informing newly employed certificated staff about VEA programs and that the Association is the recognized negotiating organization in District mailings and orientation meeting packets.

- 3.2H **Orientation program:** The Association shall be provided an opportunity during the District's orientation program (sixty [60] minutes) for newly-employed certificated employees to explain the programs and operation of the Association and the rights and responsibilities of staff under the CPA. The agenda or format for this presentation shall be provided to the District prior to the orientation.
- 3.2I **Released time for officer's business:** An officer designated by the Association will be released from a substantial portion, or may be released from all assigned duties as may be mutually agreed to by the District and the Association for the purpose of carrying out Association activities. The Association will reimburse the District for full-time release of the president at the rate of MA-0, Step 0, TRI and benefits beyond the monthly medical reimbursement from the state. Partisan political activities during release time are prohibited. The portion of time required for release from assigned duties will be mutually determined annually and according to the specific needs and circumstances of the professional assignment in the District and the needs of the Association. Every reasonable effort will be exerted by the District and the Association to work out specific arrangements early enough for a pending school to minimally inconvenience the Association officer and their immediate supervisor in the development of plans for covering their duties during the periods of absence.
- 3.2J
- i. **Released time for Association business:** Requests by the Association for District staff members to be released as participants or special consultants to work on joint District-Association committees; consultants to collective bargaining activities; attendance as delegates or representatives to local, state, and national Association committee meetings; workshops and conventions; attendance at the Legislature; or other and sufficient just causes, will normally be made in writing at least five (5) working days prior to the activity to both the educator's immediate supervisor and the superintendent/designee, specifying the purpose and dates of requested release. When released time is authorized, it shall be subject to reimbursement to the District by the Association for the actual cost of any necessary substitute, except where the District has indicated in other provisions of this Agreement or by administrative decision that the cost of the substitute will be borne by the District. It is understood that decisions for approval of these requests rest with the District. An administrative decision is not subject to appeal beyond Step 2 of the grievance procedure.
  - ii. **Released time for Association's affiliate business:** An Association member elected to serve as an officer to a state or national organization with which the Association is affiliated may be granted released time to carry out duties and responsibilities not possible to carry out on days when she/he is not contracted for service to the District. As early in a school year as information is available, the officer of the affiliate will present to the District through the superintendent/designee, a list of the dates and the events that will require absence from their assigned duties. The scheduled dates allowed for released time will be established by consultation between the Association and the District. Necessary alterations may be allowed during the school year as can be justified on the merits of each request for a deviation from the initially approved schedule. It is understood that the District reserves the right to normally place a ten day (10) limitation for specified and valid reasons on the total number of days authorized for release of an individual for these purposes. The affiliate association utilizing the services of the Vancouver educator will reimburse the District for the actual salary cost of the released educator. Administrative decisions relating to this provision are not appealable beyond Step 2 of the grievance procedure.

3.2K **Building access:** One (1) named Association representative, Association president the employed executive director, and the administrative assistant to the director of the Association shall have access to all District buildings and to certificated employees at such times as will not interfere with the instructional responsibilities of the staff to carry out their assigned responsibilities in the development and administration of the CPA and for general improvement of teacher-administrative communications and relationships for school district operation. An Association officer may, with prior agreement from the District, bring additional Association members into the building. The building principal shall have final approval of the schedule for the visit. Members of the Association's executive board shall have reasonable rights of visitation among the buildings of the District to carry out the responsibilities of their offices, outside of the regular student attendance hours, with faculty representatives and Professional Rights and Responsibilities Committee representatives. (Article 5.12)

Visiting state and national affiliate officers and staff and local association members without the assigned responsibility of development and administration of the CPA (see Article 3.2 J. ii. for authorized local exempt persons in each building) do not have access to employees in the bargaining unit on school district premises during the regular student attendance-teacher duty hours inclusive of the one-half (1/2) hour before and one-half (1/2) hour after the student instructional day, except as many be allowed by specific written permission of the superintendent/designee.

Upon entering a school facility, an authorized Association representative shall inform the principal or principal's designee (in their absence the building secretary) of their presence in the building. These visitations shall not interfere with any employee's assigned duties and responsibilities.

### Article 3.3

#### Association membership and provisions

**Membership an individual choice:** Pursuant to RCW 41.59, sections 7, 10, 11, and 15 (c): Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain, or drop their membership in the Association as they see fit. Membership shall be annual and continuous until formal written revocation is provided. The District agrees to begin deductions for new employees at the first available payroll period after all required documents have been processed by the payroll department. The District shall not exert any pressure on or discriminate against any employee regarding such matters.

### Article 3.4

3.4A **Association dues and miscellaneous payroll deductions:** The District agrees to deduct from the salaries of educators who are members of the Association dues and assessments upon the Association providing written authorization forms executed by individual employees certifying the employee's voluntary decision to be a member and authorizing such payroll deductions. The dues deduction form and authorization shall remain in effect from year-to-year unless withdrawn in writing by the employee via the Association. Any deductions for political contributions subject to RCW 42.17A 495 will be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District will provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110

- 3.4B Unless otherwise required by Article 3.4A or law, the total for these deductions for each individual shall not be subject to change during a school year.
- 3.4C The Association will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deduction for the Association. The Association further agrees to refund to the District any amounts paid to it in error.
- 3.4D The deductions authorized will be made monthly in twelve (12) approximately equal amounts.
- 3.4E The District will remit monthly directly to the Association all monies deducted, accompanied by a list of educators from whom the deduction has been made.
- 3.4F Each month during the school year, the Association will provide the District with the names of those educators who have joined the Association and paid dues and assessments by means other than through payroll deduction. No later than the payroll cutoff date for each month, the Association will provide the District with the names of those educators who have withdrawn their written authorization for membership and/or payroll deductions required by this Article 3.4.





## **CHAPTER 4: Procedures of Communications and Negotiations**

### **Article 4.1**

**Purpose of procedures:** The purpose of these procedures is to achieve the mutual goal of establishing equitable employment conditions and an orderly system of employee-employer relations, which will facilitate joint discussions between the parties and cooperative solutions of group concerns, relating to the employment relationship.

### **Article 4.2**

**Scope of negotiation topics required by statute:** The parties agree to negotiate at the request of either party on those subjects provided for in RCW 41.59. A dispute about the "negotiability" of any specific proposal that falls within the scope of "wages, hours, terms, and conditions of employment" will be promptly submitted to the Commission for a decision at the request of either party.

### **Article 4.3**

- 4.3A **Negotiation of a successor Comprehensive Professional Agreement:** On or before February 1, each party will submit to the other party a preliminary written draft of any and all proposals it may desire to have included in a successor agreement. During the year when the CPA is subject to renewal, the parties agree to enter into negotiations with the procedures set forth herein in a good faith effort to reach earliest possible settlement in time to allow for ratification before the end of the current school year.
- 4.3B Negotiations by the District and the Association will include sharing relevant data, exchanging points of view, and making written proposals and counterproposals.
- 4.3C The February 1 date may be changed when the State budget is in a high state of uncertainty if mutually agreed to by the District and the Association. If the date is extended, each party will exchange any proposals of a non-monetary nature on or before February 1. Each party is required to submit proposals to the other party no later than the day that both a house and senate budget is available. If mutually agreed, the parties may initiate negotiations prior to completing the exchange of all proposals.

### **Article 4.4**

**Right of review, consultation, and negotiation of changes in policy of negotiable topics:** Before the District enacts or changes a policy and/or regulation dealing with a topic(s) declared a mandatory area for negotiations by the Commission and which is not covered by the terms of this Agreement, the District will notify the Association that it is considering such a change. The Association has the right to discuss and/or negotiate mandatory areas of negotiation with the District, provided that it files such a request with the superintendent/designee, within seven (7) days after receipt of the notice. (Notice may be made by letter to the Association or by first reading at a Board meeting.)

### **Article 4.5**

**Association proposals for the local special levy:** The Association has the right to present, meet, and confer on economic proposals it may desire to have included in an annual local special levy. These

discussions will be independent of those called for under Articles 1.7, 4.3, and 4.4. The Association's economic proposals will be prioritized and submitted in writing not later than November 15.

#### **Article 4.6**

**Requests for meetings:** Requests for meetings from the Association will be made directly to the superintendent/designee. Requests from the District will be made by the superintendent/designee to the Association president care of the Association office. Such requests for meetings will contain the reasons for the request. A mutually convenient meeting date shall be set within fourteen (14) days of the request.

#### **Article 4.7**

**Association and Board administrative representation:** The Association will designate a committee of its members to represent the Association in negotiations. The District shall designate a committee of its representatives and give full authority to the superintendent/designee to represent the District in negotiations.

**Selection and authority of negotiators:** Neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. The parties mutually pledge that selected representatives have the necessary power and authority to make proposals, consider proposals, make concessions in the course of negotiations or bargaining, and effect table settlement subject only to ultimate ratification by the Association and then by the Board.

#### **Article 4.8**

**School director level negotiations:** Proposals not resolved at the administrative level to the satisfaction of both parties may, at the mutual request of both parties, become the subject of consultation between a committee of the Board designated as the negotiation committee, accompanied by the superintendent/designee, and of the representatives of the Association accompanied by the executive director.

#### **Article 4.9**

##### **Meeting procedures both levels**

- 4.9A **Designated spokesperson:** One (1) person shall be designated by each party as the spokesperson for the party in meetings, either at the administrative level or the school director level. Discussions shall be conducted by the two (2) spokespersons, except when another person is brought into the discussion at the invitation of their spokesperson.
- 4.9B **Team size limitations:** The negotiating team of each party will be limited to five (5) persons unless prior approval has been given by the other party's designated spokesperson for any additional person to be in attendance at a particular session. The VEA President and the VEA Executive Director may attend and participate in bargaining sessions without prior notice. In addition, the District may increase their bargaining team size to include two (2) additional District leaders in bargaining sessions without prior notice.
- 4.9C **Consultants:** The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Consultants may be used in all deliberations. The presence of consultants should be made known to both parties in advance of any meeting for inclusion on the agenda.

- 4.9D **Caucus:** In all negotiation sessions, either party shall have the right to call a caucus during the process of negotiations for reasonable periods of time.
- 4.9E **Minutes and records of negotiation sessions:** If the parties agree, summary minutes may be taken at any negotiation session and subsequently typed and presented for review regarding the accuracy of either party's position on a particular topic and when initialed by the spokesperson. When minutes are not being recorded, either party may deliver to the other for the present and future record a written statement as to its position on any topic(s) under discussion. Manual bargaining notes may be kept by either party.

The Association and the District agree that while bargaining sessions are closed sessions, they may also be recorded electronically at the discretion of either party within the following ground rules:

- i. Either bargaining team has the option of going "off-the-record" at any point in time. When either team states it is going off-the-record, the recording equipment will be stopped for the duration of the off-the-record discussion.
  - ii. Recordings are solely for the purpose of resolving subsequent interpretation issues regarding the intent of a bargained provision or the specificity of the agreement.
  - iii. Recordings will only be used by the bargaining teams or the Association/District representatives and/or third parties involved in resolving interpretation issues and in clarification of bargaining notes. Recordings or extracts thereof will not otherwise be released.
  - iv. If at any point the recordings are being used inconsistent with these ground rules, either party will have the right to require that bargaining continue without recording.
- 4.9F **Settlement:** Tentative agreement on a new CPA will be stipulated in a written memorandum and promptly submitted to the governing board of each party for ratification. It is understood that only the governing body of the Association and the District have the legal right to approve and ratify the Agreement(s). Upon ratification by the Association, the CPA will be promptly presented to the Board for ratification and adoption at an official Board meeting.
- 4.9G **Sessions closed:** Both parties agree that all negotiation sessions are closed meetings limited to representatives of both parties as outlined in Article 4.9B. Negotiations will take place at a mutually agreed upon site. If an impasse is declared by either party, all negotiations will take place at a mutually agreed upon neutral site.
- 4.9H **News conferences:** News conferences may be convened during negotiations by either party upon reasonable prior notice and invitation to the other to be in attendance. Participation in the conference shall be optional for the invited party. If an impasse is declared by either party, the Association or District is free to issue such news releases and schedule conferences as it deems proper in the advocacy of its position without prior notice to the other.
- 4.9I **Scheduling of negotiation sessions:** Every reasonable effort will be made to schedule negotiation sessions to accommodate the work schedules of the participants. When necessary, however, members of the Association's team may be released from school duties with the approval of the District for such participation.

- 4.9J **Exchange of information:** Recognizing that the ebb and flow of information is essential to decision making, it is necessary that there be a mutual exchange of information relating to topics under discussion which will assist in developing intelligent, accurate, and constructive programs on behalf of the teachers, the students, and the educational program. (See Article 3.2D)
- 4.9K **Substitute Costs:** The District and the Association each agree to pay one half (.5) of the cost of Association substitutes for any bargaining sessions that occur during the school day.

#### **Article 4.10**

**Defined procedures for appealing negotiation impasse:** The parties to this Agreement agree to negotiate in good faith with regard to matters to be considered for inclusion in a Comprehensive Professional Agreement and future policy adoption or revision, and will use the process prescribed by this Agreement and by statute for appeal in the event of impasse. If an impasse is reached during negotiations, the matter will, if mutually agreed, be submitted to the provisions outlined in the Alternative Dispute Resolution Process (see Appendix I).

## CHAPTER 5: Grievance Processing Procedures

### Article 5.1

**Purpose and limits of use of grievance procedure:** The purpose of this chapter is to provide the procedures which will secure, at the lowest possible administrative level, solutions to complaints of employees in an expeditious and economical manner. These procedures are not intended to be, and may not be, utilized by an employee or the Association as an avenue to obtain a right, privilege, or advantage in the conditions of employment that was not previously provided by the Board in the CPA, Board policy, administrative regulation, or other administrative directive or past practice.

### Article 5.2

**Association representation responsibilities – Adjustment of complaints outside the negotiated grievance procedure:** Pursuant to RCW 41.59, Section 10, the Association shall be required to represent all the employees within the bargaining unit in processing their grievances without regard to their membership in the Association, provided that any employee at any time may present a complaint through regular administrative channels outside of the negotiated grievance processing procedure and have such complaint adjusted without the intervention of the Association. However, the Association must receive written notice and statement of the nature of the complaint, be afforded an opportunity to be present at adjustment conferences to make its view known and to receive a written copy of the adjustment made, which adjustment shall not be inconsistent with any of the terms of the CPA then in effect.

### Article 5.3

#### Definitions

- 5.3A A "grievance" shall mean a written claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of the regulation, rule, or practice; or that an employee has been treated inequitably; or that there exists a condition which jeopardizes employee health or safety.
- 5.3B A "grievant" shall mean one or more named educators of the bargaining unit or the Association.
- 5.3C "Days" shall mean working days within the official calendar for certificated staff. Days shall mean every week day, legal holidays excepted, when a grievance is filed after June 1.
- 5.3D "Appropriate supervisor" is the administrative officer with the assigned authority to hear and settle the complaint of the grievant. Whenever there is doubt regarding the person with the assigned administrative discretionary authority to settle a particular complaint, the superintendent/designee will, within two (2) days of a request, designate the "appropriate supervisor." If a grievance involves more than one (1) school, the grievance will be filed with one (1) appropriate supervisor at Level I as designated by the superintendent/designee or filed directly at the office of the superintendent at Level II.

### Article 5.4

**Appropriate informal efforts to resolve complaints:** Within a reasonable period of time and not more than twenty (20) days after a grievant knew or should reasonably have known of an action or lack of action, which might become the basis of filing a grievance, the educator either personally or accompanied by their

Association representative shall meet and discuss the complaint with their building principal or other "appropriate supervisor." The initial twenty (20) day period is intended to allow time for informal efforts toward the resolution of a complaint prior to the filing of a written grievance. If reasonable efforts for resolution of a complaint have been made, the exhaustion of the full twenty (20) day time period is not necessary for invoking the formal grievance procedure.

### **Level 1 Step 1**

**Written referral to appropriate supervisor:** If a certificated employee has not been able to resolve their complaint to their satisfaction with their appropriate supervisor by informal means, they may submit their complaint in writing on forms provided to be processed through the established grievance procedure. The appropriate supervisor shall within five (5) days of the day of the grievance was delivered to them render a written decision in the matter with a brief rationale for their decision based on the record of their findings in the investigation of the complaint.

**Level I compliant settlement:** A settlement reached to a complaint at Level I by an individual teacher and administrator without the formal involvement of the Association and the District will not constitute precedence that the Association or the District concur that the settlement decision is the proper interpretation of the language of the Comprehensive Professional Agreement.

## **Article 5.5**

### **Level II Step 2**

- 5.5A **Written referral to office of superintendent:** If the action taken at Step 1 is not satisfactory to the Association or no written decision has been rendered, the Association may, within ten (10) days after the decision or the date the decision should have been rendered, refer the grievance to the superintendent/designee at Level II. The written notice shall include a statement as to why the decision, if any, was not satisfactory.
- 5.5B **Grievance adjustment conference:** Within ten (10) days of the date the grievance was appealed; the superintendent/designee shall arrange for a grievance adjustment conference with the Association. The District and the Association have the right to include in the representations at the conference such individuals and counselors as they deem necessary to develop the facts and information pertinent to the grievance.
- 5.5C **Time period for decision:** Upon the conclusion of the conference, the office of the superintendent/designee shall have five (5) days to provide a written decision, together with the reasons for the decision, to the Association.
- 5.5D **Board consultation time period:** The superintendent/designee may, at their option, notify the Association and be afforded an additional five (5) days before publishing the decision to the Association to confer with a committee of the Board, or the Board in executive session, regarding the decision. The Board may request and the Association will appoint a representative(s) to meet with them in the review of the decision.
- 5.5E When the superintendent/designee decides the Step I grievance and will also decide the Step II grievance, the parties may agree to defer Step II and proceed directly to Step III.

This should not automatically bypass Step II, recognizing that the exchange of information in Step II may alter the Step I decision.

## Article 5.6

### Level III Step 3

- 5.6A **Arbitration:** If the Association is not satisfied with the disposition of the grievance at Level II because it has determined that the grievance involves the interpretation, meaning, or application of any of the provisions of the Comprehensive Professional Agreement, it may, by written notice to the office of the superintendent within fifteen (15) days after receipt of the decision, submit the grievance to arbitration.
- 5.6B **Procedures for selection of an arbitrator:** Within ten (10) days after written notice of submission to arbitration, the office of the superintendent/designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
- 5.6C **Power and authority of arbitrator:** The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, alters, adds to, or subtracts from the terms of the Comprehensive Professional Agreement. The arbitrator shall have no power to substitute their discretion for that of the Board in any manner not specifically contracted away by the Board. If any question arises as to "arbitrability," such question will be ruled on first by the arbitrator selected to hear the dispute. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator will be submitted to the Board and the Association and will be binding on the District, the Association, and/or the aggrieved employee.
- 5.6D **Limits on evidence on Level III hearings:** In the arbitration proceedings neither party shall be permitted to assert any evidence which was not submitted to the other party before the completion of Level II meetings.
- 5.6E **Arbitrator's hearings and time limits:** The arbitrator selected will confer with the representatives of the office of the superintendent and the Association, will hold hearings promptly, and will issue their decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, from the date the final statements and proofs are submitted to them.
- 5.6F **Arbitration costs:** The costs of the services of the arbitrator including per diem expenses, if any, and their travel, subsistence expenses, and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

## Article 5.7

**Information rights:** The District and the Association will fully cooperate with each other in the investigation of any grievance and either party will promptly furnish the other such information as is requested for the prompt and effective processing of a grievance.

## Article 5.8

**No reprisals:** No reprisal of any kind will be taken by the District against any educator because of their participation in the grievance procedure.

## Article 5.9

**Released time:** Every reasonable effort will be made to schedule grievance investigations and hearings in such a way as to not conflict with the normal duty schedules of the participants. However, should the investigation or processing of any grievance require that an educator or an Association representative be released from their regular assignment, they may be released without loss of pay or benefits.

## Article 5.10

**Filing of grievance documents:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Copies of decisions made in the adjustment of a complaint as per Article 5.2 and those made at any step of the grievance procedure shall be promptly delivered to the Association.

## Article 5.11

- 5.11A **Time limits:** Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered a maximum; and every reasonable effort shall be made to expedite the process.
- 5.11B **Appeals:** A complaint not appealed to the Association by a grievant at Level I or by the Association appealed to the District at Levels I, II, or III within specified time limits shall be presumed to have been dropped.
- 5.11C **Responses:** A grievance not responded to in writing within time limits may be appealed to the next step of the grievance procedure by the Association without further notice.
- 5.11D **Extensions:** Time limits under unusual circumstances may be extended by mutual consent. By mutual consent of both the VEA and VSD, the parties may set aside Levels II and III of the grievance process for a predetermined amount of time and invoke provisions set forth in the Alternative Dispute Resolution Process (Appendix I).

## Article 5.12

**Association representation at complaint adjustment and grievance hearing:** The District shall recognize the Association as the designated representative to participate in complaint adjustment and grievance proceeding hearings. A grievant may be represented at all stages of the grievance procedure by their or, at their option, by an Association representative selected by the Association. The Association shall have the right to have representatives present and state its views at all stages of the grievance procedure or complaint adjustment meeting. In no case shall a grievant in grievance proceedings be represented by a representative of another employee organization or any other person not approved by the Association.



### **Article 5.13**

**Issue/rights appeals:** In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level II.

### **Article 5.14**

**Grievance forms:** Following are forms for filing grievances, service notices, taking appeals, reports, recommendations, and other necessary documents.



Vancouver Education Association

Vancouver School District

**GRIEVANCE PROCEDURE FORM**  
**Initiation Step**  
**(Level I – Step 1A)**

- A. Name of Grievant(s): \_\_\_\_\_  
School(s): \_\_\_\_\_  
Position(s): \_\_\_\_\_
- B. Appropriate Supervisor (Authority to settle complaint): \_\_\_\_\_  
(See Article 5.3D)
- C. Statement of Complaint(s) (Grievance defined – Article 5.3A): Cite appropriate article, District policy, administrative regulations violated, or other alleged inequitable treatment, etc. Use additional pages if necessary.
- D. Statement of Remedy: State remedy desired by the grievant to adjust their complaint. Use additional pages if necessary.
- E. Describe the background of the complaint and efforts made to resolve the dispute prior to filing written grievance; rationale for adjustment desired. (Article 5.4) Use additional pages if necessary.
- F. Signature of grievant(s):  
\_\_\_\_\_  
Signature of VEA PR&R Representative assisting in preparation of grievance:  
\_\_\_\_\_
- G. Date of Grievance (Article 5.4):  
\_\_\_\_\_  
Date grievance was submitted to supervisor for written response: \_\_\_\_\_  
Last date written response is due to grievant [five (5) full working days after date grievance was delivered to supervisor]: \_\_\_\_\_

Copies to: Grievant  
VEA  
Superintendent/designee



Vancouver Education Association

Vancouver School District

**GRIEVANCE PROCEDURE FORM**  
**First Administrative Response to Grievance**  
**(Level I – Step 1B)**

Filed by: \_\_\_\_\_

Name of Grievant(s): \_\_\_\_\_ Date of Decision: \_\_\_\_\_

School(s): \_\_\_\_\_ Delivered to Grievant(s): \_\_\_\_\_

I have reviewed the written grievance filed with me on \_\_\_\_\_ and make the following findings of fact relevant to the complaint and of the adjustment desired.

A. Statement of findings of fact. Use additional pages as required.

B. My conclusions based on the record of my findings and my rationale for proper disposition of this complaint and the remedy to be provided are as follows:

An appeal from this decision must be filed through the Association (Articles 5.5 and 5.13) within ten (10) days of its delivery to you.

\_\_\_\_\_  
Signature of Appropriate Supervisor

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

Copies to: Grievant  
VEA  
Superintendent/designee



Vancouver Education Association

Vancouver School District

**GRIEVANCE PROCEDURE FORM**  
**Appeal to Office of Superintendent**  
**(Level II – Step 2A)**

Appeal by the Association of the administrative decision at Level I – Step 1 to Level II – Step 2, the office of the superintendent in the matter of grievance filed by:

\_\_\_\_\_

Date of appeal: \_\_\_\_\_

The Association's PR&R Commission's Grievance Committee has reviewed the administrative decision provided at Level I – Step 1 and finds that the decision is not satisfactory to the Association because:

A Grievance Adjustment Conference must be scheduled on or before \_\_\_\_\_  
[Ten (10) full working days following date appeal was delivered to superintendent/designee (see Article 5.5B)].

\_\_\_\_\_  
Signature of Association Grievance Committee  
Chairperson or Designee

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

Copies to: Grievant  
VEA  
Superintendent/designee





Vancouver Education Association

Vancouver School District

**GRIEVANCE PROCEDURE FORM**  
**School Administrative Response**  
**(Level II – Step 2B)**

Second administrative response to grievance initially filed by: \_\_\_\_\_

\_\_\_\_\_

Date decision delivered to Association: \_\_\_\_\_

The office of the superintendent/designee conducted a grievance adjustment conference on: \_\_\_\_\_

\_\_\_\_\_

(Date of conference)

My conclusions, based on the record of my findings and my rationale for the proper disposition of this grievance and the remedy to be provided, are as follows:

\_\_\_\_\_  
Signature of Superintendent/Designee

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

Copies to: Grievant  
VEA  
Superintendent/designee



## CHAPTER 6: Leaves

### Article 6.1

**General purposes of leaves and provisions:** The District and the Association recognize that situations arise that are of an emergency nature or such other identified value to both the District and the employee as to warrant authorized periods of absence from assigned duties and responsibilities. High morale and sustained employment of an experienced and competent staff are primary objectives in the establishment of a comprehensive system of granting leaves. It is mutually agreed that a certificated staff member should not be serving students when they are not physically fit, mentally alert, may be in a contagious condition, or is preoccupied with personal concerns that distract from full attention to duties. In addition, the staff member needs to have opportunity to improve professionally, and if a budget crisis situation arose in the District it would need to be accommodated.

- 6.1A **Procedures for leaves:** Applications for leaves or reimbursements for leaves must be made within time limits, in writing on the proper forms, or online, as appropriate, and submitted through the immediate supervisor.
- 6.1B The building principal, supervisor, or human resources department must expeditiously act on the request taking into account the validity of the request, the circumstances prompting the request, the employee's ability to have avoided taking leave during a student attendance day, the expected availability of a substitute, and any adverse effects or advantages to the school or District. The employee will generally receive a response within five (5) workdays of a complete and documented request unless school board action is required.
- i. Building principals, or supervisors of non-building based employees, will approve or disapprove leave under Articles 6.2 (Employee Illness, Injury and Emergency Leave); 6.3 (Bereavement); 6.6 (Adoption and Paternity); and 6.11 (Personal).
  - ii. Building principals, or supervisors of non-building based employees, have the authority to disapprove leave under Articles 6.9 (Educational Leave – Short-Term), and 6.12 (Uncompensated – Short-Term).
  - iii. Recommendations to approve leave under these articles as well as leave requests under Articles 6.4 (Jury Duty); 6.5 (Subpoena); 6.7 (Military); 6.8 (Religious); and 6.12 (Uncompensated – Long-Term), will be forwarded to the human resources department for approval or disapproval.
- 6.1C **Seniority rights:** Seniority rights will be retained while on uncompensated long-term leave of four-fifths (4/5ths) or more of a year (see Article 14.7 – Seniority Defined), but will not accumulate during the leave for purposes of advancement on the salary schedule (Chapter 11) or retention of positions (Chapter 14).
- 6.1D Leaves will conform to law, District policy, and regulations with collective bargaining agreement provisions taking precedence when a conflict exists between the Agreement and the policy or regulation. See also Article 1.9 concerning conformity to law.
- 6.1E **Family Medical Leave Act:** Nothing in this chapter restricts an employee's entitlements under the Federal Family Medical Leave Act.

## Article 6.2

### Employee illness, injury, and emergency leave

- 6.2A **Basic formula full and part-time:** Twelve (12) days of illness, injury, and emergency leave will accrue monthly on the first day of each month, September through August. Employees hired after September 1 will accrue monthly starting with the first eligible month and continuing through August. Part-time employees will accrue monthly, proportionate to their FTE.
- 6.2B Illness, injury, and emergency leave will accrue through the employee's contracted work year. Illness, injury, and emergency leave will accrue from year-to-year with a maximum accumulation of one hundred eighty (180) days.
- 6.2C **Former employees:** An employee returning to employment in the District will be entitled to reclaim all illness, injury, and emergency leave benefits recorded to their credit at the time of their earlier termination.
- 6.2D **Transfer of benefits:** Employees entering the employment of this school district who have a sick leave balance from another Washington school district or public school jurisdiction are entitled to transfer to this school district such sick leave balance that the employee may have accumulated in that former employment. The employee is responsible for notifying this District of such entitlement within thirty (30) days of initial employment and providing proof of such balance within ninety (90) days of initial employment. Failure to meet these requirements may disqualify the employee from making such transfer. These notification periods may be extended by the administrator responsible for human resources if this District fails to notify the employee of their entitlement at the time of hire or if the former District requires additional time to provide the necessary verification.
- 6.2E **Extensions of benefits:** Employees in their first year in the District, and others without an accumulation of sick leave days, shall be advanced with District approval up to twelve (12) sick leave days in a school year not yet earned to be utilized as needed. The number of days to be advanced is limited to twelve (12), the annual (CPA) entitlement. Advanced leave will be immediately offset against future accruals until such time as it is paid back. If the employee leaves District employment prior to earning such advanced leave, the cost of any taken but unearned leave will be offset against any final compensation due. Advanced leave which is neither earned nor offset against final compensation will be subject to a decision by the District to pursue collection of the unearned amount or to determine that sufficient circumstances exist to warrant forgiveness of the unearned amount (e.g., serious illness and/or death).
- 6.2F **Attendance incentive program:**
- i. **Annual conversion of illness, injury, and emergency leave:** Pursuant to the provisions of RCW 28A.400.210, each January following any year in which an eligible employee has accrued a minimum of sixty (60) days (480 hours) of sick leave, they may elect to receive payment of unused sick leave that was earned in the previous calendar year. Payment of such unused sick leave will be at a rate equal to one (1) day's current monetary compensation for four (4) days of accrued sick leave in excess of sixty (60) days (i.e., compensation is at a 1:4 ratio).  
**Example:** A full-time employee begins the calendar year with sixty (60) days of accrued sick leave; earns twelve (12) days during the year of which four (4) are used during the year; ends the year with a balance of sixty-eight (68) days. The employee may receive payment for up to eight (8) days. Actual compensation is equal to two (2) days of pay (i.e., the 1:4 ratios).

Any election shall be made by written notice to the payroll office during the month of January in response to a District-wide email announcement sent out in the first two weeks of January.

All illness, injury, and emergency leave days converted pursuant to this section shall be deducted from the employee's accumulated illness, injury, and emergency leave balance. Any such annual conversion of accumulated illness, injury, and emergency leave shall be subject to the terms and limitations of the Washington Administrative Code.

- ii. **Conversion of illness, injury, and emergency leave upon retirement or death:** An employee who retires or dies while employed by the District may elect (personally or by their personal representative, as appropriate) to convert accumulated unused illness, injury, and emergency leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day (8 hours) of eligible illness, injury, and emergency leave, up to a maximum of one hundred eighty (180) days (1,440 hours). In addition, to be eligible, an employee shall inform the District on or before April 1 of their intent to retire. If the employee does not inform the District by this date, they will not be eligible for the compensation. If compelling circumstances develop for an individual employee after April 1 that necessitates the employee retire, the District will honor the terms of the conversion of retirement as outlined in this paragraph. The District, at its sole discretion, reserves the right to waive the April 1 date in particular situations without setting precedent. An employee separating from employment for purposes of retirement must be eligible to immediately commence receiving retirement benefits from a state retirement system to be eligible for conversion of illness, injury, and emergency leave for compensation. Any such conversion of illness, injury, and emergency leave upon retirement or death shall be subject to the terms and limitations of the Washington Administrative Code.
- iii. **Conversion of illness, injury, and emergency leave upon resignation:** TRS Plan 2 and Plan 3 employees who resign from the District before becoming eligible for an immediate annuity will be allowed to convert unused sick leave to monetary compensation consistent with WAC 392.136.020.
- iv. The District and the Association agree to comply with all current Revised Codes of Washington and Washington Administrative Codes regarding the annual option for eligible employees to convert the annual cash out into a VEBA plan for the payment of medical expenses and/or premiums.

6.2G **Notification and verification procedure:** Employees absent from their assigned duties by reason of illness, injury, or emergency, will report their absence through the District's automated substitute system. When the absence is expected to last more than one (1) day, or ultimately extends beyond one (1) day, the employee will notify their building principal or other immediate supervisor at the earliest possible time stating the reason so that effective planning can take place for the longer period of absence. In cases of absence for reasons of illness, injury, or emergency for a continuing period of more than five (5) working days, or in cases where the supervisor has cautioned the employee on excessive use of leave, the reason for the absence must be certified by an attending physician or other competent authority as determined by the District.

6.2H **Reporting and recording of leave benefits:** Building principals and program supervisors will regularly report to the payroll office each and every case of employee

absence, indicating the number of hours of such absence and certification as to reason by the employee, and if required, by an attending physician or other authority. The payroll office shall maintain the official record of used and unused benefits for illness, injury, and emergency leave. The information will be reported each pay period in hours.

- 6.2I **Pregnancy and childbirth disablement:** For purposes of this article pregnancy, childbirth, and any disabling effects of that condition will be treated in the same manner as any other injury and illness.
- 6.2J **Emergency:** Emergencies are defined as those situations that have clear and present elements of risk to the health, life, and property of an employee and/or their family. It is a situation that cannot be dealt with outside of working hours and requires the individual to absent themselves from their duties for matters of bona fide necessity and not mere convenience. Emergency leave shall only extend for the minimum time necessary to address the immediate risk. Unless precluded by the nature of the situation, employees desiring to use emergency leave must still follow proper leave procedures. Examples of qualifying emergency conditions include but are not limited to the immediate response to flooding or earthquakes that directly affect the employee's property, emergency road closures when reasonable alternative routes are not available, emergency airport closures or cancelled airline flights (the employee should make every reasonable effort to make the next available flight).
- 6.2K **Leave sharing for extraordinary or severe situation:**
- i. **The District may permit an employee to receive donations if:** (1) The employee suffers from or has a relative or household member suffering from an extraordinary and/or severe illness, injury, or impairment, or physical or mental condition; (2) the employee has been called to service in the uniformed services; (3) a state emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers their services to either a governmental agency or to a non-profit organization engaged in humanitarian relief in the devastated area, and the governmental agency or non-profit organization accepts the employee's offer of volunteer services; or (4) an employee who is a victim of domestic violence, sexual assault, stalking; or (5) for parental leave (for sixteen [16] weeks from birth or placement or end of pregnancy disability leave) or temporary disability due to pregnancy. In all cases, the situation has caused or is likely to cause the employee to take an extended leave without pay or to terminate their employment. However, an employee does not have to deplete all of their sick leave and may maintain up to forty (40) hours of sick leave on reserve. The determination of whether or not the illness, injury, or impairment is extraordinary and/or severe will be made by the superintendent and/or designee and recommended to the Board of Directors for formal approval. The superintendent and/or designee may, if appropriate, require a health care provider's statement confirming the extent and/or severity of the illness, injury, or impairment. The Association may submit a written request for review by the superintendent whose decision shall be final.
  - ii. **Employee donating:** An employee may of their own choice, donate portions of their accumulated sick leave to come to the aid of another named employee.
  - iii. An employee may donate any amount of sick leave so long as the donating employee's balance does not go below twenty-two (22) days. Sick leave day's front loaded and not yet earned may not be donated.

- iv. Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury, and emergencies (see Article 6.2A and 6.2B).
- v. An employee as recipient of leave transferred under this section, shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
- vi. In the event donated sick leave is not fully utilized by the receiving employee, unused sick leave advanced to the respective donating employee(s) will be returned equitably among all donors.
- vii. In situations that meet the criteria for leave sharing, eligible employees may receive donated leave without a District-wide posting.

6.2L **Weather provision:** When a decision is made to close schools after the first half of the day (over four hours), employees who did not report to work will be charged a full day of sick leave. When a decision to close schools due to weather is made during the first half of the day (under four hours), employees who did not report to work will be charged for a half day of sick leave.

## Article 6.3

### Bereavement leave – Short-term – Compensated

6.3A Approval must normally be sought at least twenty-four (24) hours in advance of the anticipated absence except in cases where this is not possible within that time limitation, in which case the individual is obligated to contact their building or unit administrator, or other appropriate authority at the earliest possible moment.

6.3B **Scope of leaves allowed:** The total number of hours of short-term leave without loss of pay may not normally exceed the sum total of twenty-four (24) hours (3 days) for any one (1) individual in any one (1) school year for bereavement occasioned by the imminent or actual loss of a member of the individual's family or close personal friend. District procedure allows for an extension of two (2) additional days paid by the District.

The District and Association recognize that there may be exceptional circumstances which necessitate additional bereavement beyond what is listed above (e.g. death of an immediate family member, multiple deaths in one school year, employee is responsible for handling final arrangements and affairs, long-distance travel, etc.). These leave requests will be reviewed on a case-by-case basis. The District may approve use of the employee's sick leave balance, paid personal leave balance, or unpaid leave. Unresolved situations may be brought for resolution to the Executive Director of the Association and the Assistant Superintendent of Human Resources.

6.3C The first five (5) days of bereavement leave identified in 6.3B are considered a separate paid leave category and are not subject to offset against sick leave or personal leave.

## **Article 6.4**

### **Jury duty leave – Compensated**

**Leave approval procedure for state and county jury service:** School teachers are no longer exempt from serving as jurors (except in extenuating circumstances). Upon receipt of a jury summons, the educator will notify their principal or unit administrator to contact the administrator of human resources. The educator should provide the name of the court, the judge's name, and the date of the summons.

The administrator of human resources will, if requested by a teacher, attempt to have the educator excused from jury duty. In cases where the educator is required to serve, this will be compensated leave. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay (WAC 357.31.315).

## **Article 6.5**

### **Subpoena leave – Compensated**

A certificated employee will be granted subpoena leave as may be required by the subpoena and shall be paid their regular salary up to and including fifteen (15) days, less any compensation received for their services, excluding transportation, EXCEPT when the employee is the plaintiff or defendant in such action.

This exception shall not apply when the employee is named as plaintiff or defendant for events or actions arising out of the performance of their duties for the District.

Where officially documented written statements(s) are acceptable as testimony by the court, the employee should make such arrangements.

In serving as a witness, the employee will make a maximum effort to minimize the amount of time spent away from their employment.

The office of the superintendent may extend the definition and intent of the subpoena leave policy on an individual basis.

## **Article 6.6**

### **Adoption leave – Compensated**

- 6.6A Adoption leave shall be granted with pay upon timely application to the administrator of human resources to a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. If both parents are District employees each parent is entitled to adoption leave. Such leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency not possible to schedule outside of regular school hours.
- 6.6B The above provision is an additional entitlement and a separate leave category. Adoption leave does not reduce or offset the employee's entitlement to sick leave and is in addition to any benefit for adoption contained in the Federal Family Medical Leave Act or Washington State Paid Family Medical Leave Act.



## **Article 6.7**

### **Military Reserve/National Guard active training duty – Compensated**

Military Reserve or National Guard active duty training whenever possible should be scheduled during authorized vacation periods to prevent conflict with the employee's contractual or work obligation to the District.

When compulsory military educational or military circumstances do not allow training during authorized vacation periods, the following guidelines shall apply:

- 6.7A The employee shall provide a copy of orders and proof that such duty is mandatory and is their annual active duty training or is an active duty deployment. In accordance with the Uniform Services Employment and Reemployment Act (USERRA), when military circumstances preclude the employee being able to provide orders in advance of active duty training and/or deployment, the District will grant release under this Article subject to the employee subsequently providing orders when they become available.
- 6.7B Absence for active training duty shall not exceed twenty-one (21) days per year. The employee shall experience no loss of pay or benefits for the authorized twenty-one (21) days.
- 6.7C Employees called to extended active duty shall receive all the benefits allowed under any related laws of the State of Washington.

## **Article 6.8**

### **Religious observance days – Compensated**

Employees whose religious affiliation requires observation of mandatory holy days on a day when schools are in session will be granted leave without loss of pay for up to two (2) days.

A request for such leave shall include a statement describing what holy day is observed and attesting and providing documentary evidence that the basic tenets of the educator's religious affiliation unequivocally require observance of the holy days in such a manner that they cannot perform the contracted educational responsibility on that day. The educator must submit their request to the building or unit administrator as far in advance as possible.

An educator taking religious leave may be required to make up missed days prior to opening school, winter or spring holiday, or after the close of school as may be mutually determined by the educator and their immediate supervisor.

## **Article 6.9**

**Educational leave – short-term – Compensated:** Up to five (5) days compensated leave will be granted to allow attendance at an educational meeting, conference, District curriculum meeting, or activity, when it can be mutually determined by the District and the employee that such attendance would be to the benefit of the District, and the individual, in advancing their professional knowledge and competence. The arrangements for providing a substitute, i.e., costs to be borne by the District or the employee, will be determined at the time the leave is approved. Approval of this leave is at the discretion of the District.

**Article 6.10**  
**Compensated short-term leaves**

**Personal leave day – Compensated**

**Basic rationale for leave(s):** The parties recognize that an employee may need to absent themselves from assigned duties during the regular school day and school year to handle personal matters.

- 6.10A **Basic restraints:** A personal leave day will be afforded to an employee to attend to matters of bona fide importance not easily feasible to handle outside regular hours.
- 6.10B **Supervisor leave decision:** Approval or disapproval of personal leave requests will be made by the immediate supervisor. Disapproval will be limited to those situations where the absence would compromise significant pre-scheduled academic or site-based activities or other compelling situations as determined by the employee and the immediate supervisor. The employee will be advised of the reason(s) for disapproval which will be put in writing if requested.
- 6.10C The supervisor’s decision to deny the leave request may be brought forward by the executive director of VEA and the administrator responsible for human resources for review by the superintendent. The decision of the reviewing official is considered final.
- 6.10D **Basic allocation:** The District shall make available, as needed, a total of three (3) days of personal leave each school year for an employee, in addition to any authorized carryover from a prior year (see below). The District shall bear the substitute cost for the first three (3) days of personal leave plus any authorized carryover leave.
- i. The District shall automatically carry forward up to two (2) days of personal leave into subsequent leave years. Employees shall be allowed to have a maximum personal leave accrual of five (5) days inclusive of up to two (2) days carryover and the current year’s three (3) day entitlement. Leave in excess of two (2) days at the end of the leave year shall automatically be cashed out at the substitute rate, generally the October payroll.
  - ii. Under exceptional circumstances, and at the District’s discretion, an employee may request to carry over additional personal leave days up to three (3) into the subsequent leave year. The employee shall complete an “Exceptional Circumstances: Request for Additional Leave Carry Over” form prior to September 1.
  - iii. Under exceptional circumstances an employee may also request additional personal leave with the employee bearing the cost of the substitute. Reimbursement for substitute cost shall be made as a payroll deduction and shall be so acknowledged by the employee as part of the leave request.
  - iv. Upon termination of employment with the District, the employee may cash out any remaining personal leave days that they have not used up to a total of five (5) days at the substitute rate.
- 6.10E **Substitute supply and demand considerations:** The parties acknowledge that the District’s first and foremost responsibility is to provide an effective instructional program for the students. Non-emergency personal leaves of teaching staff may need to be proportionately curtailed within the number of qualified substitute teachers available at various times during the school year and on certain days of the school week. The District and Association will make every reasonable effort to recruit qualified personnel to expand

the substitute list to reduce the number of limitations that will need to be made for people applying for leaves.

- i. **Critical periods opening and closing a school year:** It is essential that a school year opens and closes in an effective and businesslike manner which requires the presence of the regular teacher. Personal leave will not normally be granted during the first five (5) days and last ten (10) days of a school year; exceptions allowed only for clearly stated and compelling reasons.
- ii. **District discretion of 2.5% limitation of personal business leaves on a particular day. Normally, first-come, first-served scheduling:** The parties recognize that the demand for substitutes does vary at different time periods for a variety of reasons: Flu epidemics; Fridays and Mondays; just prior or following a scheduled holiday; special meetings; Association meetings and conventions, etc. The District will give first priority to the assignment of available substitutes to replace a teacher who is ill or injured. The District may limit the number of personal leaves allowed on any one (1) day to 2.5% of the total District certificated staff. The District may further restrict the 2.5% limit in compelling situations where it is reasonable to conclude that substitute demands will exceed substitute availability. Such limitation is in addition to the specific authority of principals and supervisors to approve or disapprove individual leave requests. Within the District-wide limitation, personal leaves will normally be approved in the order in which the leave was approved by the supervisor and then submitted to the automated substitute system or as appropriate.

6.10F **Individual Days:** An employee will not be required to provide a verbal or written explanation of the reasons for personal leave.

## Article 6.11

### Uncompensated leaves: Short-term and long-term

**General provisions:** Authorized uncompensated leaves of absence may be allowed for any one of the following reasons with approval of each request to be based on a rational basis in fact and approved or disapproved on the individual merits of each case. An administrative decision to deny authorized uncompensated leave to an individual will not be made in an arbitrary capricious manner invidious to one individual or group of employees.

#### 6.11A **Recognized purposes for granting short and long-term leaves:**

- i.
  - a. Absence due to government service or obligation
  - b. Rest and recuperation or emergency family illness
  - c. Advanced education
  - d. Family care (long-term family member illness, injury, disability)
  - e. Travel
  - f. Sick leave beyond accumulated days
  - g. Exchange teacher, Peace Corps, or volunteers in Service to America
  - h. To facilitate professional and personal growth of benefit to the individual and to the District
  - i. Other significantly important reasons
- ii. **Adequate replacement personnel a requirement for discretionary leaves:** All applications for leave, short-term or long-term, shall be subject to evaluation on the basis of the possibility of any adverse effects to the school or District program

that might result from granting the leave and the availability of replacement personnel.

- iii. **Application information:** Application is timely, states the purpose for which the leave is desired, the date it should begin and date of return, and any necessary available documents to support the validity of the request.
- iv. **Continuation of group insurance benefits:** Employee benefits (group insurance programs) which an individual desires and for which they may be eligible, may be continued at the employee's expense, if necessary, by their direct payment to the business office during a period of authorized leave and when consistent with the regulations of the School Employees Benefits Board (SEBB). Payments are to be made in accordance with District policies and established timelines.

6.11B **Uncompensated – short-term leave:** Authorized uncompensated short-term leave (i.e., leave for less than six (6) days) will be allowed to an employee in accordance with the provision above and the following guidelines:

- i. **Timely application minimum of 24 hours:** Approval for short-term leave must normally be sought in writing as far in advance as possible and at least twenty-four (24) hours in advance of the anticipated absence, except in cases where a situation actually arises within that time limitation, in which case the individual is obligated to contact their building or unit administrator, or other appropriate authority at the earliest possible moment.
- ii. **Valid purpose:** For purposes which could not reasonably have been accomplished outside the contracted school day and/or year.
- iii. **Extension of holidays limit:** When the days requested would extend a vacation period, it must be documented and will be allowed only for significantly important personal reasons. Decision on granting of extension rest with the District.
- iv. **Elected public official leave:** Short-term elected public official leave will be granted without loss of pay for the time required to be absent from duty. Such leave is restricted to leave on those days of required service as a public official that are not discretionary for the individual educator to schedule after school hours or on a non-school day and the request has been submitted in a timely manner. The District may require the employee to reimburse the cost of the substitute when the number of absences in a school year exceeds three (3) days, or when a stipend or per diem is provided for the public office.

6.11C **Uncompensated – long-term:** An authorized uncompensated leave may be allowed to an employee within the following guidelines:

- i. **Timely application April 1 – Discretionary leaves:** Approval for a long-term uncompensated leave (i.e., six (6) days or more) must normally be presented in writing as far in advance as possible and prior to April 1 of a school year, if it is of a discretionary nature and will require a "delegate replacement" for a substantial period of time during an ensuing school contract year.
- ii. The total number of long-term leaves of four-fifths (4/5ths) or more of the days of an ensuing school year which are of a discretionary nature may be limited by the District to three percent (3%) of the staff employed for the current year.

- iii. **Minimum application information:** The application for a long-term leave shall include the information cited in Article 6.11A iii, and 6.11C iv, below, and a statement of the positions in the District in which the individual would desire to be placed on their return from the leave. It must be noted, however, that the District's only obligation for individuals who are on uncompensated leave for longer than ninety (90) days is to assign an individual to a position for which they are qualified. In particularly compelling situations, the Association may request and the District may agree to hold the individual's current assignment for return placement. In such situations the position will be filled on a one-year (or remainder of year) basis to assure the position's availability for the returning employee.
- iv. **Contents of long-term leave contracts – Purpose, date, and position assignment on return – Legal consideration:** The employee will submit a long-term leave form to the District for approval. The leave form will stipulate the purpose for which the leave is requested, the period covered by the leave, the requirements for the employee to notify the District of their intent to return, and a conditional resignation in the event the employee fails to notify the District and/or return to duty following the end of the leave period. In leave situations covered by statute (i.e., military leave and FMLA) the employee's return placement will be in accordance with the applicable statute. In all other cases the employee's return placement will be to an available position for which qualified (Chapter 7 – Position Interest Register) unless a position is specifically agreed to on the leave form.
- v. **Provisions of termination of long-term leave:** An employee on long-term leave of absence must indicate in writing to the superintendent/designee by March 1 (preceding the school year when they are to return from leave or another specific notification date as may have been provided in the leave form) that they will be returning to the District on the date they are obligated to return to duty. Failure to do so will constitute an implied resignation from the District. Should the employee subsequently reapply, they may be placed in an available vacancy if one exists, but will have otherwise forfeited their right to reemployment.
- vi. **Provisions to request extension of long-term leave:** Requests for an extension of a long-term leave must be received by the District's superintendent/designee at least thirty (30) days in advance of the authorized termination date, or no later than March 1 in the case of leaves for a full contract year, except when such compliance is beyond the control of the employee.

**Superintendent and Board approval required:** Extensions of up to one (1) year may be granted. Requests for extensions of a leave of absence must be endorsed by the Superintendent of schools, presented to the Board for action, and expressed by an addendum to the existing leave contract. Decisions on leave rest with the District.
- vii. An employee may be granted up to two (2) full school years of leave if the initial long-term leave is less than ninety-one (91) instructional days.
- viii. **Delegate replacement personnel for employees on leave:** A long term replacement substitute employee/assignment may be made of a certificated person employed in accordance with provisions of RCW 28A.405.900 to fill an opening on the District's staff for the period of time the employee is on leave, which may or may not be the position vacated by the individual taking leave.
- ix. **Seniority rights, insurance, and privileges:** Employee benefits and seniority rights (seniority rights will remain constant and not accumulate) held by an

employee at the time of application for a leave shall be retained during the period of authorized leave.

Participation in insurance programs and such other services for which payroll deduction is authorized may continue at the employee's option, and within School Employees Benefits Board guidelines, provided prepayment of amounts due are directly transmitted by the individual to the school district payroll department.

## **Article 6.12**

### **District budget crisis leave – Uncompensated (see Chapter 14)**

- 6.12A **Purpose of leave:** During a period of a District budget crisis such as a levy failure, substantial reductions of state or federal funding, a significant drop in student enrollment, or a similar substantial change in projected funding of the District, a District budget crisis leave will be granted to each certificated employee named for nonrenewal or dismissal as may apply for such leave.
- 6.12B **Usual application dates – Nature of consideration offered for a leave:** These leaves will be provided without regard to the normal March 1 application date for the stated reason of District convenience because of a budget crisis. An employee named for nonrenewal/dismissal will offer as consideration for the granting of such leave the waiver and abandonment of such appeal rights provided them under law for nonrenewal/dismissal notice and a promise to return to employment to the District when a vacancy occurs for a regular assignment. The employee will file an appeal from the nonrenewal/dismissal notice simultaneously with a request for a District budget crisis leave. Upon approval of the leave, the appeal will be dropped.
- 6.12C **Immediate availability during crisis year not required:** Individuals taking leave during a period of District budget crisis will not be prohibited from accepting gainful employment, enrolling in advanced education programs, or traveling during the leave period and shall not be terminated for that reason except on written request of the employee.
- 6.12D **Leave extensions for a continuing crisis situation:** Leaves granted because of such crisis situations will normally be renewed annually upon a timely request if crisis circumstances continue to prevail beyond the initial year for which the leave was granted. Application for renewal of budget crisis leaves must be submitted by May 15 of each year.
- 6.12E **Partial year reinstatements in crisis years:** Individuals accepting leave during a period of District crisis and desiring reinstatement to a partial year active assignment should a vacancy appear for which they are qualified, will request continuing active application status for those positions and will be reasonably placed according to Chapter 7, the Professional Placement Provisions of this Agreement.
- 6.12F **Preferential placement of individuals on leave:** Qualified employees seeking reinstatement shall have preference over current employees in filling of any vacancy in the year(s) of a budget crisis.
- 6.12G **Reinstatement criteria same as nonrenewal criteria:** Eligibility for the reinstatement of an employee on leave during and at the conclusion of the time of a budget crisis year shall be set on the basis of prioritized lists developed by applying the criteria used to determine the probable cause for nonrenewal or dismissal in the layoff and recall procedure. Employees determined most eligible for retention will be the first to be reinstated.

6.12H **District employment pool source for filling partial and full-year vacancies:** All certificated employees who receive notice of probable cause of nonrenewal or discharge of their teaching contracts will be placed in a District employment pool and will be considered for any vacancy in the District which thereafter occurs. Any vacancy (partial or full-year) in the District will be filled by an available qualified individual from the pool, consistent with reduction-in-force procedures. The term "vacancy" shall be liberally construed and shall include all positions that may become vacant for any reason(s).

Employment of an individual from outside the employment pool will be allowed only if there is no individual voluntarily available in the pool and reasonably qualified for a specific vacancy.

6.12I **Duration in employment pool substitute service:** Certificated employees will be retained in the District employment pool until they are reemployed, resigned, or allow their economic leave to lapse by not making a timely annual application for an extension (see Article 6.12D). Any individual in the pool will, on request, be placed on the substitute teacher list for the following year.

6.12J **Procedure for creating a voluntary "vacancy" in economic crisis year:** Any individual in the bargaining unit who may not have been named for nonrenewal or discharge by operation of the layoff and recall criteria and procedures may of their own volition, without regard for normal application deadlines and prior to the opening of a school year or semester, apply for and receive a budget crisis leave under the provisions of RCW 28A.405.900 to allow an individual from the employment pool to serve in their regular assignment for a stipulated half or full school year.

6.12K **Employment status continuation of group insurance programs:** Any employee on District budget crisis leave will be considered to have continuing employment status with the District for the purposes of the maintenance of seniority status (reinstatement, salary schedules, etc.) and for group insurance programs. They shall be provided full opportunity to make mutually satisfactory and necessary arrangements to provide direct payments through the District payroll department for the continuation of such insurance programs during the period(s) of the leave.





## CHAPTER 7: Professional Placement

### Article 7.1

**Fundamental concepts of placement:** The District and the Association acknowledge that the single most critical factor determining the quality of instruction in a school district is its professional staff, as that quality derives from effective procedures of recruitment, selection, and assignment in adjusting to the continuous changes in enrollment patterns, new instructional techniques, and programs as they emerge to meet the needs of the students and community. It shall be the policy of the District to recruit, hire, and promote qualified persons without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, or disability, as will best meet the requirements of specific position openings in a District program.

### Article 7.2

- 7.2A **Basic placement decisions consideration:** Educators will normally be assigned, reassigned, or transferred with due recognition to professional qualifications, experience, personal interest, and within the scope of their teaching certificate, as well as their major and minor fields of study, as these factors relate to the identified duties and responsibilities of a specific position opening. All professional placement decisions will be reached on a rational basis in fact and in a thoughtful and judicious manner. Assignments outside the scope of certification, experience, or of major or minor fields of study shall be temporary and for emergency reasons only.
- 7.2B **Personal preference consideration an objective not a mandate:** It is an objective of the District to try to place each certificated staff member into an assignment of their preference whenever this can be done consistent with providing a high quality instructional program for the students of the community. However, the District is not required and will not reassign an individual to an open position of preference for which they may qualify by preparation and seniority when it cannot reasonably foresee finding a qualified replacement from within the District, or when financially feasible from outside the District, to fill the position they would leave.

### Article 7.3

**Definitions – Transfers defined and reassignments defined:** In the interest of common understanding of terms used in the placement of personnel, the following terms are hereby defined:

- 7.3A **Position:** A defined set of particular duties and responsibilities for implementation of a District program within one (1) or more administrative units usually with particular entry qualifications as provided by statute or District job description. Positions are classified as:
- i. **Permanent position:** An established position that has existed for one (1) or more years and is anticipated to be continued indefinitely subject to possible substantive changes in student enrollment or in the District's curriculum program(s). Most positions are presumed permanent.
  - ii. **Temporary position:** A position established to meet (an) identified transitional need(s), of a particular program, or to meet a potentially short-term expansion in student enrollment, or a new pilot program in a school. A position anticipated to be phased out in one (1) or two (2) years. When the District hires certificated employees to fill positions that are funded by grant money, the District will stipulate the temporary nature of the positions in the vacancy announcement (e.g., the duration of the grant). When continuing employees apply for and are hired into

these positions, the employees will retain their continuing contract status at the end of the grant.

- iii. **Head teacher/program coordinator position:** A position that requires administrative and supervisory responsibilities (exclusive of summative evaluation) and that is filled from the teacher bargaining unit. (See Article 7.15)

7.3B **Assignment:** Assignment is the placement of an individual in an open position. Assignments are classified as:

- i. **Standard assignment:** The placement of an employee serving on a continuing or provisional basic contract of employment into a permanent position opening.
- ii. **Acting assignment:** The placement of a teacher into a position – usually permanent position – for not more than one (1) school year. Permanent positions and/or newly created position openings are filled on an “acting assignment” basis if they occur after the first fifteen (15) school days of the school year. As an exception, an employee hired into a position during the first fifteen (15) school days, which was a known vacancy at the end of the previous school year and for which PIR candidates were available, will be in an acting assignment. An “acting assignment” expires at the close of the current school year and the position becomes subject to the normal PIR or recruiting process. Experience in an acting assignment shall not be used as a qualification requirement.
- iii. **Replacement teacher – Time certain assignment:** The placement of a contracted employee into a permanent or a temporary position as a replacement for a continuing contract teacher on a regular or other leave (RCW 28A.405.900). The replacement may not necessarily serve in the same position vacated by the individual on leave. Replacement teachers will receive the same benefits as all other teachers.
- iv. **Casual day substitute assignment:** The daily on-call employment of an employee in a variety of different positions for an aggregate of thirty (30) days or less in a school year, or the placement of an employee in a specific position for a period of not more than twenty (20) days does not confer benefits and will be paid at the Board approved daily rate. Exceptions to place the employee at a scheduled rate may be made by the administrator of human resources when necessary to meet the needs of the District.
- v. **Extended days substitute assignment:** The daily on-call employment of an employee in a variety of different positions for an aggregate of more than thirty (>30) days in a given school year does not confer benefits, and will be paid at 110% of the Board approved daily rate for days worked beyond the initial thirty (30) days. Exceptions to place the employee at a scheduled rate may be made by the administrator of human resources when necessary to meet the needs of the District.
- vi. **Long term replacement substitute assignment:**
  - a. The placement of a substitute into a position for a period of time that is contemplated to be potentially more than twenty (20) work days, but less than ninety-one (91) days to meet a temporary need of uncertain duration when (1) a substitute is placed in a position pending recruitment of a fully qualified employee, (2) a substitute is placed in a temporary need position due to enrollment and the need is reasonably expected to last less than a

semester, or (3) a substitute is replacing an employee who will be absent for an unknown duration (e.g., short-term leave that may be extended).

- b. The assignment will terminate upon appointment of a fully qualified employee, the return of the standard assignment teacher, a drop in student enrollment, or the end of the school year, whichever comes first. If the need extends beyond ninety (90) days, the individual will be offered a leave replacement appointment or a provisional contract as determined by the District if they have served ninety (90) days or more, been evaluated as performing satisfactory service, and is likely to complete the student attendance year in the assigned position. A long term replacement substitute position is treated like an acting assignment and the position will be subject to PIR placement for the ensuing school year if the position otherwise continues.

An employee whose long term appointment terminates under the above provisions will be given preference in substitute assignments for which qualified for the remainder of the school year, and will be compensated for days worked at the rate applicable to substitutes who work more than thirty (30) days in a school year.

- c. The first twenty (20) days of service will normally be paid at the minimum daily rate of the first step of the salary schedule. Exceptions to place the employee at the scheduled rate may be made by the Administrator of Human Resources when necessary to meet the needs of the District. On the twenty-first (21) day of service the teacher will be placed on the salary schedule according to their qualifications and becomes a member of the teachers' bargaining unit, and eligible for membership in the Association. Similarly, an employee initially placed at the Board-approved daily substitute rate for a period of time, expected to be not more than twenty (20) days, whose placement subsequently exceeds twenty (20) days, will be placed on the scheduled rate and become a member of the teachers' bargaining unit, and eligible for membership in the Association on the twenty-first (21) day. The placement on payroll in each case will become effective at the next cut-off date following the twenty-first (21) day. A long term replacement substitute may be eligible for enrollment in the group insurance plans offered to other employees in this bargaining unit in accordance with SEBB-established policies and guidelines. An employee who:
  - 1. is assigned to a long term replacement substitute appointment that meets the requirements, and
  - 2. who completes the twenty-first (21) working day qualifying period, and
  - 3. whose long term replacement substitute appointment subsequently terminates, and
  - 4. who is again assigned as a long term replacement substitute in the same school year, and
  - 5. will not be required to complete a second qualifying period
- d. **Re-employed annuitants:** When a retired employee is placed on a one-year contract or as a long term replacement substitute, the employee will be entitled to the following compensation and benefits.

1. Payment from the first day of the long term replacement substitute or one-year appointment at the appropriate per diem rate based on education and years of experience.
2. Coverage under the group insurance plans offered to other employees in this bargaining unit. The employee must meet eligibility requirements in accordance with SEBB-established policies and guidelines.
3. Entitlement to TRI on the same basis as all other employees.

e. **Position definition:** The District will normally define positions at a minimum of forty percent (40%). This will qualify an individual for the opportunity to obtain health insurance benefits. (e.g., Two (2) individuals sharing a position of five (5) teaching periods would be computed as one (1) sixty percent (60%) teacher with benefits and one (1) teacher with forty percent (40%) of the benefits).

vii. **Protected positions:** The Association has reluctantly acknowledged that the District must assign qualified personnel to certain co-curricular and extracurricular student programs to ensure they will be of good quality. Consequently, an individual with little District seniority that has the necessary qualifications to handle both a co-curricular and extracurricular assignment as well as a regular curriculum assignment can obtain preferential treatment in the staffing of a school. A person with much District seniority in a curriculum assignment without qualifications and/or desire to serve in a co-curricular and extracurricular activity assignment is at risk to be reassigned. The administrative prerogative to assign individuals with little seniority in "protected" co-curricular and extracurricular positions should be kept to a critical few situations. Certificated staff members placed into the two (2) classes of positions in a building as identified below are protected from an involuntary reassignment caused by the reduction of staff in a building:

- a. Staff assigned because of established affirmative action program staffing objectives, ethnic-minority, etc.
- b. Staff assigned to co-curricular extended-day activities by virtue of their curriculum teaching assignment, which are middle school and high school vocal and instrumental, high school journalism and yearbook, high school drama and stage.

7.3C **Transfers – Administrative unit defined:** Transfer refers essentially to a change in location (e.g., building or administrative unit) where services are performed (for involuntary placements, see Article 7.14A). An administrative unit exists when all like certificated employees are managed and supervised under a central administrator (e.g., counselors, psychologists, elementary visual and performing arts, ELL teachers, and special education teachers). Designation of additional employee groups as administrative units is subject to mutual agreement of the Association and the District.

Employees in an administrative unit are considered as being assigned to the unit and not to a specific location. This recognizes that employees are assigned/re-assigned according to their particular strengths and skills. However, prior to reassignment of employees within an administrative unit, the employees will be given notice of the basis for the proposed reassignment and provided an opportunity to have their input considered as part of a final decision.

Employees in administrative units will be surveyed each spring to determine the employee's placement preferences for the upcoming school year. Survey results will be considered by

the supervisor of the administrative unit in determining placements for the following year. When the needs of students and the District preclude a preferred placement, the supervisor will meet with the certificated employee to provide the rationale and basis for not making the desired placement. Employees denied placement may request a meeting with the administrator who has overall responsibility for the administrative unit to appeal the decision of the supervisor. The employee may be accompanied by a representative in the appeal meeting.

- 7.3D **Reassignment:** Reassignment refers to a change in a position without a change in location (i.e., new grade level, subject matter, administrative position). For involuntary reassignment see Article 7.14A.
- 7.3E **Opening:** An opening in a position exists when no currently employed certificated person has been formally assigned to fill it.
- 7.3F **Vacancy:** A vacancy refers to an opening in an existing or newly-created position in which no currently employed qualified member of the bargaining unit has expressed an interest through the Position Interest Register (PIR); or no currently interested employee possesses the qualifications and is selected to fill the position (Article 7.7). A vacancy may be filled by employment of an individual from outside the District. An opening in existence or occurring between March 15 through August 5 will be considered a vacancy subject to the PIR provisions of this chapter.
- 7.3G **Position Interest Register (PIR) defined and described:** A PIR procedure will be maintained by the human resources department to provide a continuing contract employee the opportunity to officially register their interest and willingness to be considered and assigned to a position opening(s) when it appears.
- i. **Specific position(s) interest:** A continuing contract employee may file for a specific position opening(s). A request for assignment to a specific position will constitute an employee's authorization for them to be placed in the position at any time it becomes available without the necessity of additional consultation with the human resources department.
  - ii. **General transfer and reassignment interest:** An employee may file a general transfer and/or reassignment interest request indicating that they are interested and will accept any open position for which they may be qualified by certification and college preparation (i.e., majors and minors and/or prior experience) after basic consultation with the human resources department. Employees will be restricted in their selection of sites for which they wish to be considered to three (3) sites. Current elementary teachers may register for up to four (4) elementary schools. In all other cases the three (3) site provision applies.
- Summer service on the PIR:** The human resources department will maintain in conjunction with the regular PIR, an opportunity for employees to provide specific and accurate information of addresses and phone numbers where they can be contacted during the summer to be notified when there is an opening in a position of interest to them. Unless the employee files a summer service request, the human resources department will not attempt, except in an involuntary assignment situation, to notify the employee of openings of interest to them as listed in the regular PIR between the last duty day of the school year and August 5.
- a. **Duration of PIR listings:** An employee's position listing(s) in the PIR will expire automatically on August 5 of each year. Employees may register between January 1 and March 14 for the ensuing year.

- b. A position interest request for a position may be withdrawn by the employee at any time prior to the time a reassignment has actually been made.
  - c. Employees are responsible for investigating the sites(s) for which they register and will be deleted from the register if they receive and decline a compatible position offer. An employee may subsequently decline a previously accepted assignment if significant circumstances warrant and conditions permit.
  - d. When an employee has upgraded their qualifications for a particular position after March 15, the employee may contact the human resources department to make notation that they have become eligible for additional assignments. Employees who are surplus or who are otherwise unassigned by May 1 (i.e., returning from year-long leave of absence) will be provided a list of all current openings and be given preference by seniority for any of those identified openings prior to new employee placement.
  - e. New or additional listings by an employee not covered by the above circumstances may be allowed at any time at the discretion of the human resources department.
  - f. Employees will be given the opportunity when registering for the PIR to indicate their desire for other positions outside of the PIR process. Optional positions may be indicated in the comments area of the registration form by the employee indicating the position(s) in which they would like optional consideration should a vacancy occur. Such consideration is discretionary for both the employee and the District and does not otherwise affect the PIR registration or placement procedures.
- iii. The Association and the District agree that it is in the District's and the employee's interests to have reasonable stability within an elementary building and to avoid excessive reassignments. Excess employees who are involuntarily placed in a new building will be exempt from displacement for a period of two (2) years.
  - iv. The return of teachers on special assignment to the classroom will be through the same PIR procedures that apply to other teachers.
  - v. Employees other than excess (involuntarily transferred) employees who accept placement through the PIR, are not again eligible to participate in the PIR until the second school year following placement (i.e., the employee will remain in the new placement for a minimum of two years). As an exception to the two-year rule, certificated employees who accept placement through the PIR to schools where the designated principal changes after placement acceptance, but before the end of the school year in which the placement is accepted, may request to be considered to be transferred from said building should reduced enrollment and/or reduced FTE be announced, and/or they may register in the PIR the following year.
  - vi. Excess employees shall have access to the PIR.

7.3H **Posting:** The procedure by which the District provides information about the openings and vacancies to employees and to individuals interested in becoming employees with the District (see also Article 7.7). Posting provisions shall not apply to positions filled through assignment from the PIR, assignment of leave returnees, or excess employees not matched

for placement through the PIR through acting assignments, or through the placement of newly hired, but yet-to-be assigned teachers providing such positions for newly hired teachers have already been cleared through the PIR.

- 7.3I **Seniority:** For the purposes of Chapter 7, seniority is defined as the total years of non-supervisory certificated service under a regular contract in the Vancouver School District.
- 7.3J **Stay in place:** The District may institute a stay in place provision for up to three (3) years as a condition of employment for employees applying for, and accepting assignments, which require specialized training. Such stay in place requirement is to be included as part of the job posting process. For placements not based on a job posting (e.g., PIR, external hire, etc.), employees will be provided with written confirmation of the stay in place requirement prior to accepting the job.
- 7.3K If at any time an employee becomes aware of a position vacancy for which they are qualified and interested in, the employee may communicate such interest to human resources and will be given consideration.
- 7.3L **Placement:** The assignment of a person to a suitable place (as a job or a class in a school).
- 7.3M **Transfer:** To move to a different place, region, or situation, especially to withdraw from one educational institution to enroll at another.
- 7.3N **Involuntary:** Done contrary to or without choice.
- 7.3O **Reassignment:** (a) A position, post, or office, to which one is assigned; (b) A specified task or amount of work assigned (content area).

#### **Article 7.4**

To be assured full consideration in obtaining desired placements, an individual is responsible to regularly inspect and update their personnel file by submitting current official transcripts, certificates, credentials, evaluations of experience, and other pertinent documents regarding their qualifications.

#### **Article 7.5**

**Establishment of positions:** Within the parameters prescribed by state statute and District policy, the District will consult with the Association on request, but shall solely determine, except as limited by provisions of this Agreement, the number of positions and the specific duties it deems necessary for the effective operation of the District's program of curriculum and instruction and extended-day programs.

#### **Article 7.6**

**Position classification:** A position posting will provide the following information:

- 7.6A The District will specify the tenure of the position.
- 7.6B **Minimum and desirable qualifications:** The District will specify the basic qualifications necessary for an applicant to be considered for placement in the vacancy and supporting desirable qualifications that may be considered in selecting an applicant for a specific position. Qualifications may be identified in the position description in lieu of the position

posting providing such description is referenced in the posting and is available to the employee through the Internet and/or through the human resources department.

- 7.6C **Extended duties and responsibilities requirement:** A specific position posting may include a statement of extended-day or extended-year duties and responsibilities that may be appended to the basic contract assignment and basic and desirable qualifications necessary for such a supplementary contract service.
- 7.6D **Affirmative action weightings:** A specific position posting shall include a statement, when appropriate, of any special considerations under the affirmative action plan established for the District.
- 7.6E The probable location of the position (when known).
- 7.6F The District official to be contacted for an application.

## Article 7.7

**Posting open positions:** It shall be a basic policy and practice of the District to provide means for the broadest possible distribution of information of and about all certificated position openings to assure that all interested and qualified persons have an opportunity to be considered.

- 7.7A **Primary means of notification:** The primary means of notifying the in-District candidates of openings shall be the PIR procedure and the District website and email (see 7.7C).
- 7.7B **Posting time limits period – October 15-July 15 – Five days:**
  - i. During the period October 15 to July 15 an opening will be kept open for a minimum of five (5) working days to allow maximum opportunity for in-District and out-of-District candidates to make application.
  - ii. **Period July 16-October 14 summary decisions:** During the period of July 16 to October 14 the Association acknowledges that the District may be required to reduce the five (5) day open time period, and to make summary employment of out-of-District candidates and/or transfers and reassignments of employee teachers from school-to-school or class-to-class to meet problems of changing and unanticipated enrollment patterns, toward the goal of equalizing class sizes between schools and among classes. In-District candidates will be considered prior to employment of out-of-District candidates in filling an opening during this time period, providing they have requested summer service in the PIR.
  - iii. **Time limit newly created:** Newly created positions must be posted for a minimum of five (5) days and every reasonable effort made to inform and provide in-District candidates the opportunity to be considered before the positions are filled.
  - iv. District employees other than special services who are on 1.0 FTE assignments that are split between buildings, and who have made themselves available for placement on the current PIR, will be afforded the opportunity to be placed in a single location (1.0 FTE) prior to placing a non-District employee in the position.



7.7C **Bulletin procedures – Posted positions:**

- i. All position openings will be posted on the Vancouver School District’s website. Immediately after the position is posted all certificated employees will be notified through the District’s email that a position has been posted to the web inviting them to view the posting if interested.
- ii. The Association acknowledges that when there is an expanding student enrollment and a decline in the number of high quality candidates in short supply for certain kinds of positions, the District may have a need to offer “letters of intent” to applicants as early as a year in advance to persons from outside the District. This recognition is intended to assure that well-qualified persons are obtained for the ensuing school year. However, the human resources department will make the specific placement of the new employee consistent with PIR requirements. In especially difficult recruiting situations, and with the Association’s consent, the District may commit to and specify the placement in the letter of intent and not subject it to the PIR process.

It is further acknowledged that when a building (administrative unit) staff has participated in the extensive planning and organizing of a program, employees may be retained in the positions for the ensuing school year.

7.7D The out-going Association president will have first seniority in PIR placement.

**Article 7.8**

**Annual timeline and procedures for staff deployment to staff District programs:**

7.8A **PIR enrollment period:** Professional staff are invited to register their interest through the District’s website or in the human resources department (January 1-March 14) to be considered for openings.

7.8B **Student population and program forecasting needs:**

- i. The District will normally determine the anticipated student enrollment and will forecast the instructional program needs of students for the ensuing school year to determine the number and kind of teaching and other curriculum positions required for each school (administrative unit) in the District.
- ii. **Curriculum staffing needs:** Secondary principals will define positions based on FTE allocation (Article 7.5) into terms of teaching sections in the program subjects to be taught; elementary principals in terms of grade level classes to be taught.
- iii. **Extracurricular-curricular staffing needs:** Each principal will also determine the positions needed in paid co-curricular and extracurricular programs for the effective operation of the school (Article 7.3B vii).

7.8C **Discussion with building faculty reps of curriculum programs and staff assignments:**

- i. Each principal will review the qualifications of the staff currently assigned to the school and tentatively place each staff member into identified positions in the programs while considering personal preferences of each educator. The principal will meet with their SBLT co-chair and VEA building representative(s) to discuss the

program and staffing plans as soon as information is available for discussion purposes, but not later than the first week of May.

- ii. The building principal will call for volunteers for identified building assignments or placement in the unassigned pool.
- iii. **Tentative placement plans formulated:** The principal will tentatively place individual educators of the building staff according to qualifications and will consider personal preferences of each educator to carry out the identified position assignments.
- iv. Seniority does apply in making excess determinations within a building. Building administrators first ask for volunteers and while employees may be encouraged to volunteer, they are not to be pressured into "volunteering." If volunteers are not available, excessing must be by seniority within the required qualifications (e.g., you would not excess a less senior Spanish teacher if your excess was in Language Arts unless both employees were equally certified in both areas.) The only other exceptions are protected situations (e.g., an employee who has been excessed and involuntarily placed within the past two years).
- v. Seniority guidelines have not been issued for in-building placements. However, building administrators are expected to give consideration to seniority in making in-building assignments unless there are objective reasons for not doing so. Such reasons will be communicated to the employee and the employee will have the opportunity to respond to the reasons and such responses will be considered.
- vi. Upon completion of tentative placement, but before activation of PIR placements by the District, the principal will share information with the faculty on vacancies being released for PIR placement. In-building staff who express interest will be given consideration consistent with this article. This action may require relatively short turnaround (i.e., one to three days) to avoid delaying the PIR process.
- vii. Educators who possess the qualifications but cannot be placed in their preferred assignment will be given consideration for a preferred assignment should a vacancy become available subsequent to completion of the building assignment process and before the beginning of the school year. Placement in such vacancy is dependent upon the ability of the District to otherwise assign all other excess and/or newly hired employees. It is not the District's intent to displace a currently assigned teacher in order to place a newly hired teacher unless there are no other reasonable options that would avoid such displacement.

#### 7.8D **Human resources involvement:**

- i. The principal will identify to the human resources department the specific nature (responsibilities and duties) of any position not filled by current staff because of (a) increased enrollment of students, (b) presently assigned building staff lacks qualifications to fill an identified position, (c) the names of staff believed excess because of (1) decline in enrollment, (2) individual qualifications do not match an identified position opening, (3) student program needs.
- ii. Each principal will review with the human resources department the individuals tentatively assigned as excess pursuant to established criteria followed (Article 7.9) and the specific rationale for each decision.

7.8E **Employee notification of placement to “unassigned staff” pool conference:**

- i. An individual not assigned in the principal’s initial staff placement plan (Article 7.8C i) will be notified in writing by human resources that they are tentatively placed in an unassigned staff pool. The building principal will, simultaneously to the written notice, meet and confer with each teacher identified for the unassigned pool to review the rationale followed in making that decision.
- ii. **Unassigned staff pool considerations:** Individuals placed in an unassigned pool may complete a PIR form. The District will attempt to place individuals in areas of preference, but the District may place them in openings for which they are qualified by certification, education, or experience.
- iii. **Displaced person consideration:** An individual involuntarily placed will be given priority consideration for assignment into District openings in accordance with their qualifications, preference, and total cumulative seniority as a certificated staff person in the District.
- iv. **Reinstatement provision:** An employee reassigned involuntarily because of a reduction of staff will be given priority to return to the original building to a specific vacancy if qualified under state and federal requirements that may occur following their displacement providing they have the same or greater District seniority than another candidate vying for placement in the opening.
- v. When the District becomes overstaffed District-wide (more staff than funded for), they may place staff members involuntarily into positions for which they are qualified to meet the urgent needs of the District in an attempt to prevent layoff of staff.

**Article 7.9**

**Placement criteria:** Is in priority order as follows:

- 7.9 A **Performance:** PIR exceptions based on performance or behavior require that there be documentation of performance concerns or disciplinary action. Adequacy of documentation is determined by the superintendent/designee and not by the building administrator. In all cases, documentation must have been communicated to the employee, must be reflected in the file, and must be based on documents shared with the employee. Performance and behavior issues that are followed by two years of successful performance are not generally considered as a basis for passing over a qualified and more senior PIR applicant. Exceptions may be made for the severity or specific nature of the performance or behavior.
- 7.9B **Final placement considerations in displacement:** A candidate is deemed qualified for a defined position by virtue of documented qualifications to handle all of the responsibilities of the position. When making PIR placements, job offers are tendered by the following:
  - i. **Proper certification/HQ criteria**
  - ii. **Formal training:** Specific to the position and building needs, i.e., a major or minor or a comparable equivalent number and pattern of course units, training or professional development (AVID, AP, IB, RTI, PBIS, etc.) and/or commitment to attend needed professional development training within the school year that would qualify an individual.

- iii. **Experience:** Written verification of prior successful experience in teaching a subject, implementing a strategy or program, or in the case of extracurricular activities adequate experience or education except as limited in Article 7.3B ii, Acting Assignment.
- iv. **Interviews:** The purpose of the interview for candidates is verification and validation of the qualifications stated in i, ii, and iii above. The composition of the interview team shall consist of the building principal and two (2) VEA members from within the building for which the open position exists. For counselor, psychologists, visual and performing arts, ELL teachers, and special education teacher's administrative units the composition of the interview team shall consist of a program administrator and/or principal and no more than two (2) VEA members from within the school and/or respective administrative unit. It is understood that the principal / administrator shall determine the recommendation for the position.

7.9C **Seniority:** The prior factors being equal, the total number of years of seniority will prevail. Seniority is defined as the total years of non-supervisory, certificated service under a regular contract in the Vancouver School District.

7.9D **Self-renewal opportunity:** Seniority being equal among candidates, an employee with five (5) or more years of service in their current assignment, (i.e., school grade level, subject, etc.) will be given preference.

7.9E **Protected assignment:** Any applicable affirmative action program objectives, considerations, and other protected assignments that may apply will be considered.

7.9F **Involuntary prior displacement placement:** Involuntary displacement considerations (i.e., reinstatement to original building assignment), (see Article 7.8E iv).

7.9G **Staffing sequence:** The sequence for making staffing decisions within the District is:

- i. Candidates in the building
  - Those who have the proper certification or preferred credential are given first consideration for open positions in their building.
- ii. Candidates in the District
  - Listed on the Position Interest Registry (PIR) with the proper certification or preferred credential will be considered first along with District seniority.
  - If a preferred credentialed candidate does not apply for an open position through the PIR process, the school principal may consider teacher candidates within the building who do not have a preferred credential, and who will commit to entering into the credentialing program with a commitment of making every reasonable effort to complete the program within one (1) year.
- iii. Candidates from outside of the District

## Article 7.10

7.10A **Information to building administrators:** The human resources department will utilize the PIR to provide building (unit) administrators the names of the in-District, leave return, and excess employees who are interested and qualified to fill an opening in a position under their supervision.

- 7.10B **Applicant selection assignment responsibilities:** The human resources department is responsible for the PIR, the posting procedures for positions, and determination of the recommendation for a position assignment. The recommendation to the Board for an assignment will be made by the human resources department.
- 7.10C The District will make every reasonable effort to fill all known open positions (existing and newly-created) for an ensuing school year prior to the last all-faculty duty day of the current school year.

### **Article 7.11**

**June 1 notification:** An educator may reasonably assume that their assignment in a specific position will continue through the next school year without alteration if they have not been given written notification prior to June 1 that circumstances exist and there is a probability that their position may be abolished or substantially altered, or they may be transferred or reassigned to another position. If there is a probability that their position may be abolished or substantially altered, or they may be transferred or reassigned to another position, there will be discussions regarding any potential solutions with affected staff prior to May 15 or as soon thereafter as the possibility of a change becomes known. Any alteration that may be required because of unforeseen circumstances that arise during the summer that may or will alter an educator's assignment will be brought immediately to their attention at their last known phone or mailing address. They will be given every reasonable assistance in being placed in an open position of their choice of those available up to the opening day of school. They may request that such a placement be recorded as an involuntary placement in their personnel file.

### **Article 7.12**

**Prompt notification of status of application to all candidates:** An employee who is interviewed for the possible appointment to a listed vacancy under these procedures will be promptly notified as soon as it is determined that the individual will, or will not, be recommended for appointment.

**Review of deficiencies provided:** If not selected, an employee applicant may request a conference through the human resources department to meet with an appropriate administrator for the purpose of obtaining counsel as to what specific steps, if any, they should take to become better qualified for appointment to similar vacancies in the future and why the successful candidate was recommended for appointment. At the employee's request, a record of the conference will be included in their personnel file.

### **Article 7.13**

**Requirements for filling openings:** An opening occurring after the first fifteen (15) school days of the school year and the end of the school year will normally be filled by an "acting assignment" in reorganization of the building staff or employment of an individual in a replacement teaching assignment.

In special and unusual situations, and when necessary to secure qualified candidates, the District may make a continuing (non-acting) appointment during the school year. However, normal procedures of notification and interviewing to assure that all interested and qualified employees are considered will be utilized prior to conclusively filling the position on a continuing basis during a current year or for the ensuing year. In addition, the Association must be notified in advance of the recruitment action of the special and unusual situation. The Association reserves the right to grieve such action if not in agreement that special and unusual circumstances exist. Mid-year reassignments will be allowed whenever such action can be reasonably construed as not excessively disruptive of present assignments consistent with sound

instructional procedures and programs for students, and/or to fill an opening in a position for which few current employees hold the required qualifications.

## Article 7.14

### Involuntary and special situation requirements

- 7.14A **Involuntary placements:** Involuntary changes in placement of professional educators – transfers or reassignment – will be effected only to accommodate urgent needs of the District. Such involuntary changes, when required, shall be accomplished in compliance with the following procedures:
- i. **Volunteers:** No opening will be filled or created by means of involuntary change, if there is a qualified employee volunteer available in the same building.
  - ii. **Considerations required:** Whenever an involuntary change in placement is necessary, proper consideration will be given to any alternative action to fulfill the urgent needs of the District; all aspects of the individual’s professional qualifications; the individual’s expressed preference for placement; and the effect on their total compensation.
  - iii. **Explanation conference:** Such involuntary changes in placement will occur only after a conference between the individual and the administrator of human resources and/or their designee, at which time the individual will (1) be given an opportunity to share their concern about the change, and (2) be given an explanation as to why the change is essential to the urgent needs of the District, which explanation will establish a rational basis of fact.
  - iv. **Representation allowed:** At the time of scheduling any such explanatory conference, the individual employee may at their option, be accompanied by a representative of their own choosing from the Association.
  - v. **Alternate vacancies provided:** At the time of any proposed involuntary change in placement, the individual employee shall have access to a complete listing of currently reported openings for which they are qualified in the District, and shall be afforded an alternative opportunity to apply for any vacancy so listed.
  - vi. **Statutory rights protected:** No involuntary change in placements will be effected that may compromise in any way the employee’s rights under the statutory provisions.
  - vii. An employee reassigned through excess provisions (i.e., not through voluntary PIR placement or through voluntary excessing) will be given the opportunity to return to the building from which excessed if a vacancy becomes available in that building at the beginning of the first year of the excess-based involuntary reassignment, but prior to the October student count date. The employee must be fully qualified to include meeting any highly qualified criteria. Such employees who do not have an opportunity to return to the original building at the beginning of the first year following excessing will have the option of a second opportunity during the District’s internal spring placement for the second subsequent school year. Consideration will be automatic for vacancies occurring prior to the October student count day of the first year after having been excessed (i.e., an employee excessed in one school year may receive consideration the following year either prior to the October count day

and/or during the spring internal assignment process for the subsequent school year).

Employees desiring consideration for return placement during the District's internal spring placement process must specifically communicate their interest in writing to the human resources department by March 1 of the following school year. Placement consideration during the spring placement process is for vacant positions and does not include an entitlement to displace an otherwise assigned employee. Once an offer to return placement is made, the employee's entitlement ceases.

- 7.14B It is recognized that compelling special situations may exist whereby a change of position assignments within the District is necessary to serve the interest of the employee. Such situations may be initiated by the District, the Association, or the employee concerned, and in all cases will be based on collaboration between the Association and the District. When such situations exist, the District may identify a reassignment/transfer and offer such change to the employee outside of the normal placement procedures. Typically, such options would be based on existing vacancies. However, in the most compelling situations such as reassignment/transfer may be used concurrent with the above "urgent" need authority of the District. Examples of appropriate situations include but are not limited to:
- i. Transfer or reassignment of employees who have served successfully in an especially challenging and demanding assignment
  - ii. Transfer or reassignment of a successfully performing employee who has been unsuccessful for a number of years in gaining a reassignment through normal reassignment procedures.
  - iii. Transfer or reassignment of an employee due to a compelling personal situation that is beyond the control of the employee
- 7.14C The District will make every reasonable effort not to involuntarily reassign or transfer an employee from a position that requires specific certification or endorsement to another position that requires a different category of certification or endorsement, thus causing an involuntary placement change to a different job description. An employee who is involuntarily reassigned or transferred may request to be considered for an opportunity to return to a position within their previous category of certification or endorsement the following year if a vacancy becomes available at the beginning of the first year of the involuntary reassignment/transfer, but prior to the October student count date. Employees who do not have an opportunity to return to a position within their previous category of certification or endorsement at the beginning of the first year will have the option of a second opportunity during the District's internal spring PIR placement for the second subsequent school year.

#### **Article 7.15 Teacher on Special Assignment (TOSA)**

- 7.15A Teacher on Special Assignment (TOSA) Position Defined: The Teacher on Special Assignment (TOSA) position provides support for implementing the District's mission and vision through supporting curriculum and instruction, technology instruction, mentoring, District coaching, and student management/behavior.
- 7.15B Selection Process: The District will post, interview, and select certificated teachers for TOSA positions outside of the PIR process.

- 7.15C Supervision and Evaluation: Supervisors will meet with a TOSA yearly in compliance with the collective bargaining agreement to review progress. It is understood that the District and/or the TOSA may determine that the assignment is not a good fit and match. The TOSA will be afforded all rights of the CPA under the bargaining process without a stay-in-place stipulation. The explanation conference shall occur before the PIR closes. Any TOSA involuntarily placed outside of a TOSA position by administration may access the PIR the following year.
- 7.15D Supplemental Days: A TOSA will be provided with up to twenty (20) days of supplemental contract time to fulfill TOSA duties. The number of supplemental days will be determined by the supervisor and be included in the job posting. Supplemental contract time will be paid at the employee's per diem rate (Appendix E).
- 7.15E A TOSA will be provided training to effectively perform the job responsibilities.
- 7.15F TRI Activities: A TOSA will attend or may facilitate professional learning (PL) days in advance of the school year. A TOSA will collaborate with their supervisor to delineate their enrichment TRI activities comparable to other certificated employees but relevant to their TOSA position.
- 7.15G Role Limitation: A TOSA will not act in a supervisory role with or provide input on certificated teacher progress to the administrative unit. A TOSA may provide supervision for extracurricular/athletic activities and student behavior.
- 7.15H A TOSA shall have a minimum thirty (30) minute duty free lunch. This may be extended based on mutual agreement between the supervisor and the employee. If no agreement, the default will be thirty (30) minutes.
- 7.15I Reduction in Positions: A reduction in TOSA program and/or positions shall be considered an involuntary and special situation, to be accomplished in compliance with the following procedures:
- i. **Explanation conference:** Such involuntary reduction shall occur only after a conference between the individual and their supervisor, at which time the employee shall be given notice of the basis for this determination. The impacted TOSA shall be provided an opportunity to have their input considered as part of a final decision. The employee may choose to be accompanied by an Association representative.
  - ii. **Timeline:** Every reasonable effort shall be made to hold the explanation conference and make the final determination before the PIR closes.
- 7.15J In the event of a program reduction and subsequent restoration within the current school year, an excessed TOSA shall be notified and may request consideration to return to that program.

## Article 7.16

### Dean of Students (Dean)

- 7.16A **Dean Position Defined:** The Dean position provides support for implementing a school's mission and vision.



- 7.16B **Role Limitation:** A Dean shall not act in a supervisory role with or provide input on a certificated employee's progress to the employee's evaluator. A Dean may provide supervision for extracurricular/athletic activities and student behavior.
- 7.16C In the event of a position reduction and subsequent restoration within the current school year, an excessed Dean shall be notified and may request consideration to return to that position.

## Article 7.17

### Teacher Librarians

- 7.17A **Teacher Librarian Position Defined:** The Teacher Librarian position provides services in the areas of 1) teaching and learning and 2) instructional resources.
- 7.17B A Teacher Librarian shall have planning time on the same basis as other members of the certificated staff.
- 7.17C In the event of a Teacher Librarian position vacancy, the District shall post and interview certificated employees from within the District who hold a library endorsement. This will be done outside of the PIR process but in alignment with the placement criteria referenced in Article 7.9.

## Article 7.18

- 7.18A **Promotional positions:** Any opening in the District which offers a "promotion" as defined in this statement of procedures will be posted in the same manner as other openings. Every reasonable effort will be made to post openings for these positions prior to the beginning of the summer holiday. Recommendations for appointment to a promotional position will not normally be initiated until an opportunity has been provided for all qualified employees to be interviewed for the position. Qualifications shall not be altered substantially after publication of such notice of the opening, unless the notification procedure is reinstated along with a statement of the rationale for such changes.
- 7.18B **Temporary and permanent promotional positions defined:** The superintendent and Board may make ad hoc "acting" assignments of certificated personnel to fill a regular promotional position. However, such assignees shall have the basic requirements for the position and shall not serve beyond the current school year.
- 7.18C **Explanation conference:** The two (2) previous Articles (7.15A and 7.15B) do not apply to positions created in reorganization/consolidation of administrative positions or lateral transfers of current administrative employees.

## Article 7.19

**Teacher exchange:** Teachers may, when qualified, with consent of their immediate supervisors, exchange their regularly assigned teacher positions for a duration of time mutually agreed to by the participating teachers and respective building administrators. The purpose of this exchange shall be for the expansion of teacher experiences in other buildings, in other grade levels, and/or subject areas. Exchange of positions on a permanent basis is subject to review and final approval by the human resources department.

## **Article 7.20**

### **District Directed Relocation of Employees:**

- 7.20A Relocation of an employee and/or their class to another building or site shall be accomplished with the greatest possible prior notice with assistance upon request in packing, transporting, and unpacking materials from the one site to the other to eliminate or reduce the necessity of overtime by the employee. The District shall provide release time from duties during the contract day or up to two (2) eight (8)-hour days, paid at the per diem rate, per affected employee. The allocation of the above time or pay is for the purposes of the take down, relocation, and reinstatement of their classroom and/or work space. Adjustments may be made by mutual agreement of the principal and affected employee(s).
- 7.20B Relocation of an employee and/or their class to another classroom/space within the same building or site (e.g. change in grade level and/or position of the employee, major, long-term repairs to existing classroom/workspace, etc.) permanently or temporarily, shall be accomplished with the greatest possible prior notice, with assistance upon request, in packing, transporting, and unpacking District materials from one classroom/space to the other. The District shall provide release time from duties during the contract day or up to one (1), eight (8) hour day, paid at the per diem rate, per affected employee. Adjustments may be made by mutual agreement of the principal and affected employee(s).
- 7.20C In the event that a certificated staff member is transferred and required to relocate after the beginning of the school year to a reassignment or is reassigned and required to change an entire grade level or subject matter, the District will provide a minimum of two (2) days without students for preparation in the new assignment.
- 7.20D The District and Association recognize that exceptional circumstances may arise (e.g. significant furniture or physical materials, movement across multiple buildings, etc.) where additional support for relocation beyond the remedies described above is necessary. Should adjustments not be remedied at the building level, requests for further support shall be reviewed by the Executive Director of the Association and the Superintendent Designee and approved on a case by case basis.

## CHAPTER 8: Evaluation of the Professional Performance of Certificated Staff

### Article 8.1

**Annual systematic evaluations:** The District and the Association acknowledge that state statute and sound principles of school administration require systematic objective evaluation, at least annually, of each certificated staff member's professional performance. Equally important, the District and the Association are committed to the principle that the most effective educators are lifelong learners and that an effective and professional evaluation system is inextricably tied to the professional development process. The evaluation, self-assessment, and observation process is designed to maintain and advance this linkage between evaluation and professional development. The forms and criteria to be used in the evaluation of all certificated staff are those contained in the Certificated page of the District portal.

### Article 8.2

**Priorities of purpose of evaluation:** The purposes of evaluation of professional performance in order of priority are deemed to be:

- 8.2A To improve the professional performance of the employee.
- 8.2B To provide the employee with regular feedback about their performance.
- 8.2C To specifically inform the employee of ways in which they can improve.
- 8.2D To identify specific training needs of an employee.
- 8.2E To establish a basis for contract renewal or non-renewal, dismissal, or any other disciplinary action against an employee whenever such an action may become necessary.

### Article 8.3

**Evaluation responsibility:** Evaluation is the basic and primary responsibility of the building principal or their counterpart in administrative units to whom a certificated person has been assigned. Any principal or other evaluator may request other certificated staff members to assist in the remedy of such identified deficiencies and in strict accordance with written improvement plans as have been specifically designed for a teacher placed on probation. Every certificated employee will be notified of the name of their primary evaluator within thirty (30) days of the beginning date of the school year. The summative evaluation responsibility is restricted to persons holding an administrative certificate and serving in that capacity with the District.

### Article 8.4

**Delegation of evaluation authority:** An associate principal and/or another appropriate designated administrator may be assigned by the building principal or their counterpart in administrative units to perform the evaluative process for designated members of the school's staff.

## **Article 8.5**

**Program administrator evaluation responsibility:** For certificated employees assigned to specialized areas of instruction where program administrators are provided, the program administrator will assist in the evaluative process giving special attention to the specialized knowledge and technique of the teacher in their assigned area of instruction.

## **Article 8.6**

**Evaluator training:** Evaluators shall participate in training relevant to and/or required by WAC related to their evaluation responsibilities for certificated classroom teachers and other certificated staff.

## **Article 8.7**

**Evaluation defined:** An "evaluation" is a comprehensive conclusion based on a series of events and activities. An evaluation as submitted on the appropriate forms shall be based on the recorded observations in the classroom or other instructional setting, as well as any number of documented critical incidents, supervisory reports, consultations, and input from the employee and the employee's professional development plan. In the spirit of joint involvement of employees and evaluators in the evaluation and professional development process, all information used in the evaluation will be shared and discussed during the course of the year as it becomes available and consistent with other provisions of this Agreement.

## **Article 8.8**

**Evaluation process year-long cycle:** Evaluation and professional development are conceived as processes that are continuous, normally planned, and conducted throughout an employee's career with the District. Although yearly evaluations are required by statute and critical points of accountability may become prominent in the cycle, these will not be viewed as isolated incidents, but rather as integral functions in the continuous cycle.

## **Article 8.9**

**Evaluation process – Designation of evaluators – Review of evaluation criteria:** Building principals, associate principals, and other responsible administrators will plan and schedule as part of the annual beginning of school staff activities an explanatory presentation and appropriate discussion of the evaluation process, including quality time for reviewing and providing feedback on the certificated employee's self-assessment. Certificated employees will take initiative in evaluation and professional development both in the self-assessment process and in providing evaluation input. Mutual assessment and input to identify developmental needs and opportunities are essential ingredients of the process. The scheduling of observations should be discussed (i.e., teacher initiated and/or administrator initiated), to provide for the most effective development of the evaluation process. Information obtained through scheduled observations may be supplemented by other methods of evaluation and through the use of input that the employee may choose to provide.

Prior to being evaluated on the certificated classroom teacher evaluation, professional development on the instructional framework and evaluation rubric shall be provided at the building level for new certificated classroom teachers. The amount of and substance of the professional development shall be collaboratively developed by the building administration and site-based leadership team.

## Article 8.10

**Annual evaluation reports due:** Every certificated employee will be evaluated annually and an official report of that evaluation on the appropriate form shall be submitted to the human resources department. Evaluation reports on all certificated employees must be submitted to the human resources department no later than five (5) school days before the end of the year.

## Article 8.11

8.11A **Function of Self-Assessment:** The certificated employee shall complete an annual self-assessment, including the setting of individual professional growth goals and outlining a plan for the accomplishment of such goals.

8.11B **During September and October:** Employees and their evaluator will meet to thoroughly discuss the employee's self-assessment and for the evaluator to provide their input to the self-assessment result and professional development plans. Employees should have in mind their professional growth goals.

## Article 8.12

### Observation Notes and Report

8.12A **Observation Notes and Observation Report:** Observation notes are intended to capture detailed objective information for use in the evaluation process. Observation notes are mandated for use in evaluation conferences or at such time as the evaluator or employee deems a performance discussion to be appropriate. Observation notes must include the name of the observer, the educator's name, date, time, and duration of the observation. Following an observation or series of observations, observation notes must be provided to the educator in print or electronically within three days after such report is prepared. An observation report may include observation notes from a single observation or from a series of observations not exceeding three weeks in length. After a series of observations have been concluded, the evaluator will schedule a conference with the educator to review the observation report.

By the end of the first semester, the evaluator will conference with the employee and provide a mid-year report with preliminary scores where available.

At the conclusion of each conference where printed Observation Notes or the Observation Report forms have been used, both the employee and the evaluator will sign the form indicating that the form represents a report of the information communicated at the conference. If information is shared electronically, both the employee and evaluator will have access to the completed document. Signing or receiving the completed form electronically does not necessarily denote the employee's full concurrence with the evaluator's conclusions. Signed copies or electronic copies of each form may be retained by both the employee and the evaluator and will not be placed in the employee's personnel file. Observation notes are intended as working notes of the evaluator and the teacher for their exclusive use and should generally only be provided to the human resources department when that office is providing assistance to the evaluator or the employee in performance improvement or professional development planning.

- 8.12B **Employee’s signature and/or electronic receipt acknowledges evaluator’s comments – Interview notes not sent to human resources:** The Summative Evaluation Report is a formal and official summary evaluation based on a series of documented observations, critical incidents, supervisory reports, and consultations, which arise out of contracted performance. This report should reflect the previous discussions recorded on the appropriate forms. It is signed by both the employee and the evaluator and/or electronically receipted by the employee. A print or electronic copy will be provided or be accessible to the employee.

Signature does not denote concurrence, but rather that the report is an adequate statement of the substance of the final evaluation conference. Each Summative Evaluation Report shall be submitted to the human resources department for retention in the employee’s personnel file. The employee will have the right to append to this form a pertinent rebuttal statement for the record. Such supplementary statements will be submitted to the human resources department within ten (10) working days of the final evaluation conference with a copy to be transmitted to the evaluator. The administrator of human resources may contact the parties in an effort to conciliate any differences toward establishing a more harmonious working relationship between the two (2) parties.

### **Article 8.13**

- 8.13A **Observation requirements:** During each school year, all certificated classroom teachers and other certificated staff shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes. A pre and/or post conference may be requested by the evaluator or educator and the expectation is that the conference will be held.

Every reasonable effort will be made to schedule formal observations outside of the first week of school.

The evaluator, administrator, or educator may initiate informal, unscheduled observations with or without pre- and post- observation conferences.

- 8.13B **Additional observation and evaluation requirements for provisional employees:** Each provisional employee will be evaluated at least once for thirty (30) minutes, within ninety (90) days of the beginning date of the employee’s service (first day of employment), and preliminary reports are due in the human resources department no later than one hundred and five (105) calendar days from the employee’s beginning date of service. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. In the event the employee does not make sufficient progress toward improvement they will be separated from service with the District as is provided in statute.

## Article 8.14

**Provisional teachers moving to continuing contracts after the second year of provisional status:** At the discretion of the District, provisional teachers may be moved to a continuing contract after the second year of provisional status.

## Article 8.15

- 8.15A **Probation/provisional employees:** Provisional employees shall be afforded procedures and safeguards similar to the above except that the requirement for a probable cause determination by the superintendent and a sixty (60) school-day probation period does not apply. Such employees will be:
- i. Provided with written notice of their deficiencies by the superintendent/designee at any time that performance is deemed to be not satisfactory.
  - ii. Provided with a suggested specific and reasonable plan for improvement.
  - iii. Provided an opportunity to meet with the superintendent/designee and with an Association representative, at their option, to review the principal's report and the proposed improvement plan, and to provide input to the plan of improvement.

## Article 8.16

- 8.16A **Probation/continuing employees:** For all continuing employees, whose performance is judged not satisfactory, a report stating the probable cause(s) or reason(s) for probation will be submitted to the superintendent and a copy provided to the employee. The principal or designated evaluation supervisor and the employee shall immediately attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the identified deficient areas. If the evaluator and employee are unable to agree upon a mutually acceptable plan of improvement, the evaluator shall prepare and deliver such plan to the employee. Such reports will include a recommended, specific, and reasonable program designed to assist the employee in improving their performance

If the superintendent concurs with the evaluator's judgment that the performance of the employee is not satisfactory, the superintendent shall place the employee in a probationary status at any time after October 15 and ending after sixty (60) school days. Prior to the superintendent's decision to invoke probationary status the employee may request a conference meeting to review the principal's report and the proposed improvement plan with the superintendent/designee for the District. The employee may, at their option, have a representative from the Association accompany them to the review conference meeting. On or before the beginning of the probation period, the employee shall be given written notice of the action of the superintendent, which notice shall contain the following information:

- i. Specific areas of performance deficiencies.
- ii. Suggested specific and reasonable program for improvement.

- iii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in their area(s) of deficiency.

Employees whose overall performance is considered as not meeting standard (i.e., not satisfactory), shall be given written notification of the specific areas of deficiencies along with a reasonable program for improvement as required by RCW 28A.405.100.

#### 8.16B **Evaluation during the probationary period for continuing employees**

- i. At or about the time of the delivery of a probationary letter, the principal or designated evaluation supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measure to be taken. When appropriate, the principal or designated evaluation supervisor may designate a certificated employee to assist the employee in improving their areas of deficiency, as is provided in the written improvement plan of the probation notice. The peer mentor will provide formative assistance only and will be free of any evaluation responsibility for continuation of the probationer's employment.
- ii. During the probation period, the principal or designated evaluation supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The written evaluation of progress will be provided to the employee at the end of each month. Beginning with the probationary period, an employee may have an Association representative present during the twice monthly conferences concerning evaluation reports.
- iii. The probationary employee must be removed from probation at any time if they have demonstrated improvement to the satisfaction of the principal or designated evaluation supervisor in those areas specifically detailed in the improvement program evaluation meetings.

A certificated classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with more than five years of experience

### **Article 8.17**

- 8.17A **Recommendation for non-renewal:** In cases where recommendations for improvement are not effective and deficiencies are not corrected during the prescribed probationary period, by or before May 15, the evaluator will advise the employee of such a conclusion and of the fact that the evaluator must recommend that the employee's service contract not be renewed for the following year.
- 8.17B **Reassignment options prior to non-renewal:** Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it



adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

## **Article 8.18**

**Annual review of supporting evaluation documents:** The District and Association will meet annually to review and make any agreed upon changes to the Frequently Asked Questions, Glossary of Terms, and Year at a Glance documents that support the certificated evaluations.

## **Article 8.19**

- 8.19A **Grievance procedure:** The grievance procedure may be utilized through Step 3, Level III, Arbitration, to resolve a dispute that pertains to proper adherence to the procedures and timelines followed in the process of evaluating an employee.
- 8.19B **Dispute:** A dispute pertaining to the veracity of a conclusion, a recommendation, or an observation of an evaluator indicating an exception, which is noted on the final Summative Evaluation Report, will be limited to appeal through Level II, Step 2, the Grievance Adjustment Conference.
- 8.19C **Observation notes or summative evaluation review:** This provision does not alter the opportunity for an employee to seek, through administrative channels, a review and/or a change of the contents of their Observation Notes or Summative Evaluation Report by a District level administrator(s). The review will be based on incomplete, inadequate information, or otherwise unsound basis of evaluation (i.e., personal prejudice, lack of knowledge about a specific area, etc.). The employee may request a change in the individual designated as evaluator on the same grounds as stated above.
- 8.19D **Representation:** Association representation may be requested by the employee for any pre-or-post TPEP conference. If the evaluator approves the request, then the evaluator may choose another administrator to attend as well.



## **CHAPTER 9: Employee Rights, Prerogatives, and Responsibilities**

### **Article 9.1**

#### **The right to personal freedom**

**Private lives exempt from District scrutiny:** The District and the Association recognize that the private life of an educator is not within the appropriate concern or attention of the District for purposes of judging their professional performance and competency, and continued employment status except as it may directly prevent the educator from properly performing their assigned functions during the workday.

When the District receives a public record or subpoena request for a current or former employee's personnel file(s), the District will make a reasonable effort to contact the employee, notify the employee of the request and the District's obligation to comply, and offer to provide the employee with an opportunity to review the released records with appropriate redacting. When practical and possible, and not otherwise legally constrained, the District will inform the employee of the foregoing prior to, or concurrent with, actual release of the information.

### **Article 9.2**

**Full citizenship rights:** Educators will be entitled to full rights of citizenship, and no religious or political activities of any educator or the lack thereof will be grounds for adverse action with respect to the professional employment of the educator, providing such activities are not violation of law.

### **Article 9.3**

#### **The right to academic freedom and controversial issues**

**Parameters defined:** Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, administrative inquiry, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility and school district policies P6122 and P6123.

### **Article 9.4**

**Responsibilities:** These responsibilities include a commitment of democratic tradition, a concern for the welfare, growth, and development of children, and an insistence upon objective scholarship.

- 9.4A In discussing controversial issues, the teacher will encourage courteous expression of all individual viewpoints and will try to ensure fair and equitable consideration of conflicting points of view.
- 9.4B Students will be encouraged to withhold judgment until viewpoints and available information has been considered.
- 9.4C In the presentation of all controversial issues, the teacher will make every effort to effect a balance of biases to ensure fair representation of divergent points of view and opportunity for students to research.
- 9.4D The teacher will respect positions other than their own. The teacher may state their position, biases, or beliefs when requested by students, but should make every effort to differentiate between statements of opinion and statements for fact.

- 9.4E Outside speakers on controversial topics may be used when available instructional materials or media resources are inadequate. Administrative approval must be obtained prior to scheduling any guest speaker. Such approval will be exercised in a manner consistent with the principles of free inquiry and expression. If, in the opinion of the administrator, the prestige or rhetoric of the speaker will result in unwarranted persuasion to one viewpoint, they may require that proponents of other viewpoints have a similar opportunity to be heard. The administrator may withhold approval when they have reason to believe that a speaker or their message would hinder or disrupt the orderly functioning of the school. The teacher may request a written statement from the administrator specifying the reasons for withholding approval. It is recognized that the decision for denial of outside speaker requests rests with the superintendent/designee and appeals from the decision are limited to Step 2 of the grievance procedure (i.e., not subject to the arbitration procedure).

## **Article 9.5**

**“Hidden Bugs” prohibited:** No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis by which records are made of the procedures, activities, conversation, and events in any class without the full knowledge of its presence and specific intended purpose of the record and the written consent by the educator responsible for conducting the class.

## **Article 9.6**

### **Public expression**

The District and Association recognize that educators are usually well-informed regarding the curricula, the general operation of the schools, and the way the funds available to the District are being spent. Citizens in the educator group should feel free to speak out on such matters to their fellow citizens without fear of District censorship or discipline. However, an educator should take into account both the content and the method of presentation of any public criticisms as to their potential for improving the educational system and the long-range benefits they may have for students. An educator should not knowingly distort or misrepresent facts concerning educational matters directly or indirectly, or use personal invective in their public expressions of opinion. Each educator should clearly distinguish in their public statements between personal opinions and when they may be serving as a spokesperson for the District or the Association.

Public expression as defined by the U.S. Supreme Court decisions, provide the following guidelines:

- 9.6A While public employees have the right to self-expression on matters of public concern, their speech may not be disruptive to the workplace.
- 9.6B The employee’s interest in public expression on an issue of public concern must not be outweighed by any injury the speech could cause to the interest of the District, as an employer, in promoting the efficiency of the public services it performs.
- 9.6C An employee has the right to criticize policies or practices in their school system in remarks communicated privately to their supervisor without fear of being disciplined for that.
- 9.6D An employee’s public expression must be free of false and recklessly made statements. Employees will use the District’s communication services in a manner that is factual, fair, and respectful.
- 9.6E The District has a duty to investigate prior to any disciplinary action of an employee.

The Association and the District agree that these guidelines should not be considered as absolutes. They are based on specific court decisions, and the courts continue to define First Amendment Rights as they relate to the public concern. Whether any given speech is protected, or how much protection will be afforded an individual, depends on the unique circumstances of each case.

## **Article 9.7**

### **Freedom of Association for purposes of employee-employer relations**

**Individual's right to participate in employee organizations:** The District and the Association recognize that every certificated employee shall have the right to freely organize, join, and support an employee organization of their choice for the purpose of professional improvement, engaging in negotiations, and other concerted activities for mutual aid and protection except where specifically limited by this Agreement. The District will not directly or indirectly discourage, deprive, or coerce, any certificated employee in the enjoyment of any rights conferred or protected by the statutes.

**Association membership activities protected:** The District will not discriminate against any certificated employee with respect to any terms or conditions of employment by reason of their membership in the Association, their participation in any grievance complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

## **Article 9.8**

**Rights of nondiscrimination:** The District and the Association shall adhere to a policy of not discriminating against any certificated employee in their employment relationships on the basis of race, creed, color, national origin, sex, sexual orientation, family, domicile, marital status, age, physical or sensory disability, or membership in an employee organization.

## **Article 9.9**

### **Responding to parent/community/student complaints**

- 9.9A The Association and the District agree that employees will be provided with notification of an alleged violation of policy, procedure, practice, or law as soon as practical unless there are specific reasons for delaying such notification relative to the efficacy of an investigative process. This allows the employee to respond while the issue is still timely. The employee will be informed of the nature of the complaint or concern prior to being requested to provide verbal or written input. If the employee has a reasonable basis to believe that the inquiry could lead to discipline, the employee may request that an Association representative be present before continuing the meeting or providing input.
- 9.9B **Prompt participation in supervisor-parent conferences questioning competency required:** An educator in normal circumstances will be informed within three (3) working days of conferences or contacts, including anonymous complaints between parents or citizens and their supervisors when there are discussions of events or circumstances that are relative to an evaluation of their professional performance and competency. The teacher and the administrator will meet and consult on how best to address the complaint. It is recognized that teacher initiative and direct parent/citizen and teacher communication is most typically the best means of resolving differences. Different approaches will be considered consistent with the nature of the complaint, level of emotion, or overall atmosphere. No written reference to an alleged complaint from a citizen shall be included in

the educator's personnel file unless it is verified through investigation and becomes part of a disciplinary action and the teacher is notified in the prescribed manner.

A District level administrator will refer a citizen-parent complainant initiating a complaint at the District level in normal circumstances within three (3) working days of the receipt of said complaint to the level of building administration and/or teacher where the problem originated for full discussion and definition of the issues involved.

- 9.9C **Prompt communication to teacher of student complaint:** An educator in "normal" circumstances will be informed within one (1) working day of complaints from a student(s), unless inappropriate to the nature of the complaint and/or the investigative process. It is recognized that teacher initiative and direct student/teacher communication may be the best means of resolving the complaint. When either party refuses to meet, or the administrator determines that due to the nature of the complaint because of the level of emotion or overall atmosphere, different approaches may be considered to resolve the issue. No written reference to an alleged complaint from a student shall be included in the educator's personnel file unless it is verified through investigation and becomes part of a disciplinary action and the teacher is notified in the prescribed manner.

## Article 9.10

### Administrative discipline procedures

Discipline procedures are intended to be constructive procedures to avoid the necessity of dismissal. Conversely, the supervisor or District administrator in appropriate situations may issue a verbal or written caution for incidents not meriting formal disciplinary action without regard to the discipline procedures. When a verbal caution is issued the administrator will follow-up within ten (10) working days and provide the employee with written confirmation of the caution and the expected behavior. Such documentation will be retained in the administrator's building file and will not become part of the personnel file.

The parties affirm that the general principles of "progressive discipline" will be applied in correcting employee behavior. The normal sequence of progression is (1) admonishment, (2) letter of reprimand, and (3) suspension. Serious and compelling circumstances may warrant the omission of steps 1-3.

It is in everyone's interest to be both thorough and timely when investigating allegations of misconduct and in communicating the expected, corrected behavior to the employee. It is therefore anticipated that letters of admonishment and reprimand will normally be issued within ten (10) working days of when the misconduct becomes known, except when District and/or Association representatives require additional time to properly complete the investigation and review process.

The decision to place an employee on paid administrative leave pending an investigation into misconduct will be discussed as to its appropriateness with the VEA Executive Director. Concerns raised by the Executive Director will be given full consideration by the District in making a final decision. It is understood that the final decision rests with the District.

- 9.10A **Admonishment:** The employee's supervisor, or a District level administrator in appropriate situations, shall have the option to admonish verbally or in writing by identifying the behavior that needs correction. Admonishments are to be issued for minor incidents.

- i. **Written letter of admonition procedure:** An administrator may admonish an employee for misconduct that, if continued, may result in progressive discipline. Attendance at an admonishment conference is normally limited to the administrator and the employee. However, the employee must be informed prior to or at the start of the conference that it is for the purpose of an admonishment. The employee on their initiative may request a delay of not more than one workday to arrange to

have a representative present. When an employee representative is to be present, a District office representative may also participate.

- ii. **Distribution of letters of admonishment:** A letter of admonition will be retained in the administrator's file. The letter shall be signed by the recipient, indicating only that they have seen it and does not necessarily indicate they agree with the content. A copy of the letter will be provided to the educator.

#### 9.10B A letter of reprimand

- i. **Written reprimand for the record procedure:** An administrator with the assigned responsibility for the evaluation of a specified certificated person may, for just cause, present a letter of reprimand for the record to an individual citing the reasons for the reprimand, the behavior required in the future, and the probable consequences if there is a repetition of the behavior cited. Such a letter may also be issued by a District level administrator in appropriate situations.
- ii. **Causes for reprimand:** A letter of reprimand may be issued for an incident when an error of judgment of negligence that may reasonably be construed to have placed in jeopardy the mental and physical health and safety of a person entrusted to their care; an act of moral turpitude; an overt refusal to carry out a lawful administrative directive; or refusal to abide by District policies, District regulations, or this Agreement. A reprimand will be placed on file in the human resources department within two (2) days following its issue. The reprimand will remain in the individual's District personnel record until such time as it may be removed at the direction of the superintendent/designee, or the office of the superintendent.
- iii. **Recorded reprimand procedure – Prior notice representation required:** Any educator whose behavior may be subject to reprimand shall be allowed to know all of the facts then known supporting an allegation that there is probable, just, and sufficient cause for such an action. A conference date for the employee to review the evidence and the reprimand contemplated will be established by the immediate supervisor with no less than two (2) days prior notice to the employee. The employee will be informed of the purpose of the conference, the nature of the complaint, their right to representation, and given an opportunity to defend themselves. The two-day (2) prior notice requirement may be waived only by agreement of all parties. Within five (5) working days following the conference, the employee will be provided with a final text of the reprimand or notified that it will be dropped or that another action is to be taken. A copy of the reprimand will be placed on file in the human resources department and a copy sent to the employee. The employee will have the opportunity to draft a rebuttal statement for attachment to the reprimand within ten (10) working days of its issue with a copy to their supervisor.
- iv. **Employee's representation witness:** An employee will always be given the right to include another person of their choosing. The employee or the District may tape record the proceedings of a meeting scheduled for the presentation of a letter of reprimand for the record. Whenever other District administrator(s) are to be included in a discipline meeting or conference, prior notice will be provided to the employee and the employee will have the right to add an equal number of representatives.

#### 9.10C Suspension for just and sufficient cause as allowed by state statute and District policy

### **Article 9.11**

**Procedure for review and removal of discipline material:** Discipline letters placed in an employee's personnel file in accordance with this chapter will be removed from the personnel file after two full years of satisfactory service. The record may be maintained in a separate master grievance or discipline file in accordance with Article 9.13. Additionally, an educator who has had a reprimand or other derogatory material placed in their file in the human resources department may request a hearing by the superintendent/designee each ten (10) month time period from the date it was filed to determine the necessary and lawful purposes that remain for its continued retention in the personnel file in the human resources department. The materials will be removed if it can be established that the individual has remedied the fault(s) cited and/or no necessary and lawful purpose remains for continued retention of the materials in the file. It is recognized that the decision for removal or non-removal of material rests with the superintendent/designee and appeals of the decision are limited to Step 2 of the grievance procedure, i.e., not subject to the arbitration procedure.

### **Article 9.12**

**Administrative inquiry/investigation:** A semi-formal administrative inquiry is a procedure normally carried out by a District level administrator or a building administrator other than an employee's assigned evaluator/supervisor.

**Administrative inquiry conference:** An administrative inquiry conference may be scheduled by a District or building administrator for the purpose of discussing an alleged incident(s) involving a member of the bargaining unit. The incident(s) to be discussed should be of substantial gravity that, if confirmed, would lead to disciplinary action or dismissal. The scheduling and conduct of the meeting is subject to the same conditions as apply to letters of reprimand. Copies of any written materials used at the conference will be provided to the employee. A written record that such a meeting was held shall not become a part of the permanent personnel record of the employee unless the inquiry results in a letter of reprimand or more serious disciplinary action.

### **Article 9.13**

#### **Right of knowledge and access to personnel files, materials, and information**

**Rights of access to all materials and information in personnel file:** Certificated employees or former certificated employees shall, upon request, have the right during regular District business hours to inspect all contents of their complete personnel file kept within the District. Upon request a copy at District expense of any documents contained therein shall be provided to the employee. No secret, alternate, or other personnel file shall be kept anywhere in the District, except that all records of grievance and discipline will be maintained in a separate master grievance or discipline file specifically organized for that purpose.

**Building level files:** Supervisors may retain pertinent records about events that involve employees, providing that the employees shall have access to such file. Each year during the annual final evaluation conference, the principal will provide the certificated employee the opportunity to review the contents of the supervisory/building file with the certificated employee. The certificated employee may request copies of any document in the file and may submit a rebuttal statement for attachment to any document in the file.

The teacher may also request that any documents that are three (3) years old or older be destroyed. The materials will be removed unless the supervisor believes there is a specific reason or legal purpose for continued retention of the materials in the file. Should the decision be made to retain the materials despite



employee disagreement, the principal will forward the materials to the human resources department for review and final decision.

#### **Article 9.14**

**Right of counsel in making file reviews:** At the request of the individual educator, other persons of their own choosing may be present with them in reviewing their personnel file. If an educator is unable to be present, a notarized written permission and authorization for a designee to review the contents of the file may be made.

#### **Article 9.15**

**Usual minimum contents of personnel file:** Each certificated employee's personnel file shall contain the following minimum items of information:

- i. Professional certification for positions held or desired
- ii. All formal evaluation reports with rebuttal statements attached, if any. (Classroom/Professional Activities Observation notes may not be included in the personnel file)
- iii. Basic and supplementary contracts
- iv. Transcripts of academic records
- v. Copies of all letters, if any, sent to other districts, persons, or agencies regarding the employee
- vi. Letters of commendation, honors, etc.
- vii. Most recent filed home and forwarding address(es)

#### **Article 9.16**

**Derogatory materials:** No evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and the opportunity to attach their own comments or the right to have it reviewed at a fair hearing and removed if warranted.

**Notification required and rebuttal allowed proper receipt procedure – Annual clearing of derogatory materials:** Derogatory material must be shown to a certificated employee within ten (10) days after receipt or composition (if originating within the District office), and must be certified as seen via a dated employee signature or documented as to the employee's refusal to sign. Any derogatory material lacking proper receipt of employee notification shall not be allowed as evidence in any non-renewal proceeding or other District hearings. Any derogatory statement from a nonprofessional source will routinely be removed and destroyed twelve (12) months following date of receipt in the human resources department unless it is a current, relevant, and important part of an immediate or possible non-renewal or other discipline hearing proceedings.

#### **Article 9.17**

**Standards for a fair inquiry hearing and due process in the examination of allegations made from external sources.**

**Investigatory hearings:** The District and the Association agree that every employee will always have the right to due process regarding an official District action that may be taken that can affect the educator's professional reputation and continued employment.

Chapter 28A.405 RCW is deemed to be the official and exclusive channel and procedure for resolution of problems arising from notices of dismissal, non-renewal, and/or adverse effect of an employee's contractual rights. The grievance procedure provided in Chapter 5 of this Agreement is deemed to be the official and sole channel and procedure for resolution of problems arising in the interpretation and application of this Agreement.

When an allegation is generated against an employee from a source(s) (i.e., students, parents, other employees, or citizens) not normally a part of the District's personnel procedures as established in state statute and/or the CPA for the evaluation and general supervision of its employees, the District has the discretion to conduct a semiformal hearing of inquiry (see also informal administrative inquiry Article 9.12).

- i. The purpose of this semiformal hearing is to determine whether the allegation(s):
  - a. Is not valid, and to clear the employee, or
  - b. That the allegation(s) has merit and to establish a factual basis for another administrative action as may be needed to correct the identified and validated problem(s)
- ii. The semiformal hearing of inquiry will be conducted with the following minimal assurance to the employee:
  - a. A reasonable impartial hearing officer and decision-maker chosen by the District to conduct the proceedings in a judicious manner
  - b. Timely and adequate notice detailing the reasons for the hearing or impending action or other possible judgments to be made
  - c. The right to have a representative of their choice accompany and assist them in making representations in the hearing(s)
  - d. The opportunity for the educator to be heard
  - e. The opportunity to confront and cross-examine witnesses and to present witnesses on their own behalf
  - f. The opportunity to present arguments and evidence orally as well as in writing
  - g. The hearing officer's recommendation will rest "solely on the information and evidence adduced at the hearing(s)"
  - h. The hearing officer's recommendations will provide a statement supporting any decision reached that provides the reasons for the determination and the evidence relied on
  - i. The employee may choose if the proceedings will be open or closed to the public
  - j. The hearing officer's decision and recommendations are strictly advisory

The due process rights and hearing set forth in this section do not preclude the District from initiating and/or processing disciplinary action against an employee, including action for non-renewal, dismissal, or adverse effect of an employee's contractual status.

## **Article 9.18**

### **Mutual respect and courtesy conferences of employees, especially privacy and dignity concerns**

- 9.18A **Private conference sessions:** The parties agree that when employees have strong differences of opinion between and among themselves it is expected that such differences should be approached through rational discussions held among and limited to only the "parties of interest" held in a private place. All employees are expected to refrain from use

of critical and invective expression of each other in the presence of the public (i.e., students, other employees, and citizens) in semi-public places such as faculty lounges, hallways, etc.

- 9.18B **Administrators critical of employees:** Administrators will discuss problems of the employee's performance and verbally admonish or reprimand employees in private with only those Association representatives and other witnesses as requested or necessary to the process to be in attendance. A written admonishment, censure, reprimand, or other evaluative memoranda of a teacher's performance is not to be made available to a parent or other general citizenry except as may be required by the law of the State of Washington or by procedures of a formal hearing conducted by the District or by a court order. Whenever a building administrator requests a conference with a member of the Association's bargaining unit, management will have no more persons present than the Association. If additional administrators are included, the subordinate will be granted enough time to obtain a representative of their choosing, if so desired to be included in the conference.
- 9.18C **Employees critical of administrators:** A teacher with a personal complaint or grievance(s) with an individual administrator's decision or action will apprise this supervisor in the forum, the private grievance procedure conference situation, which has been established for dealing with that kind of problem with only a faculty and/or Professional Rights and Responsibilities representative and other persons in attendance that may have information of importance necessary to the resolution of the problem.
- 9.18D **Employees critical of employees:** A teacher with a complaint about another employee(s) (teacher, supervisor, aide, etc.) should first try to resolve the difference between and amongst themselves in a private conversation. If that does not resolve the problem, any employee may request an appropriate building administrator to conduct a private conference with all parties of concern to facilitate a solution before the administrator takes any necessary administrative summary action to finally resolve the dispute to assure the orderly operation of the school.
- 9.18E **Concern for dignity of others:** Any employee may be subject to an appropriate disciplinary action for failing to exercise reasonable, good judgment in handling interpersonal disputes and is expected to exercise respect, courtesy, and concern for the dignity of other employees.
- 9.18F The District agrees not to issue press releases regarding the disciplinary action of a member of the Association's bargaining unit.

Refer to Appendix J Alternative Dispute Resolution Process

## **Article 9.19**

As a condition of employment, the teacher assumes the shared responsibility with the total building staff for supervision and maintenance of order.

## **Article 9.20**

- 9.20A When suspected criminal activity of an employee is under investigation by law enforcement authorities the provisions of Article 9.17 will be suspended until the date the District receives notification from the office of the law enforcement agency involved that the investigation has been completed and whether or not charges will be initiated.

- 9.20B The employee will be informed in strictest confidence by the District at the earliest reasonable time when notified that an investigation is or will soon be under way by a law enforcement agency and that the employee should retain the service of an attorney and/or contact the Association office.

### Article 9.21

**Just cause:** The Association and the District agree to use the following in misconduct situations for taking a disciplinary action involving behavior subject to arbitration. Disciplinary actions involving suspension, discharge, and non-renewal are subject to the sufficient cause standard as applied by Washington Courts.

1. **Notice:** Did the employee have forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's behavior? Notice includes:
  - a. Written and/or verbal notice of policies, practices, rules, expectations, or procedures to be followed
  - b. "Common sense" notice of behavior that is socially or professionally disapproved, illegal or otherwise unacceptable to include such conduct as insubordination, neglect or dereliction of duty, dishonesty, sabotage, stealing, fighting, or other similar offenses where such conduct is widely recognized as wrong by the community at large
2. **Reasonable rules and orders:** Was the required or expected behavior reasonably related to the orderly, efficient, and safe operation of the District?
3. **Investigation:** Was there a reasonable effort by the District to discover whether the employee did in fact violate or disobey the required or expected behavior?
4. **Fair investigation:** Was the District's investigation conducted fairly and objectively?
5. **Proof:** Was there sufficient proof that the employee committed the act(s) of misconduct?
6. **Equal treatment:** Has the District applied its rules, orders, expectations, and penalties evenhandedly and without discrimination to employees?
7. **Penalty:** Was the degree of discipline reasonably related to the seriousness of the offense and the record of the employee in their service with the employer?

### Article 9.22

**Verbal resignations:** When an employee makes a verbal resignation, the administrator or District representative receiving the verbal resignation will request that the employee provide a written resignation. The employee will have three (3) workdays to submit a written resignation, or rescind the verbal resignation in writing, after which the resignation becomes final.

## CHAPTER 10: General Conditions of Employment

### Article 10.1

**Calendar of service days:** The calendar(s) of service days covered by this Agreement is set forth in VSD regulation 6111 and made a part hereof.

### Article 10.2

- 10.2A **Emergency adjustment of calendar for weather and make-up days:** The calendar of service days will not be altered without prior notice and mutually bargained agreement with the Association, except in emergency situations. In emergency situations, bargaining will commence as soon as possible. Whenever in the opinion of the superintendent/designee the conditions of inclement weather or other conditions exist which may constitute a real and present hazard to the health and safety of students or employees because of their required attendance at a school on a regular school day or teacher duty day, the superintendent may suspend the service day(s) or alter the hours of a service day(s) until such time as the hazardous conditions cease to exist.
- 10.2B **Snow make-up guidelines:** The make-up days for snow closure will be provided in the calendar to be adopted each year for the succeeding year, normally prior to March 15. Three (3) days will be scheduled for weather or emergency make-up days when the calendar is adopted. The sequence for use of make-up days will be mutually agreed at such time as make-up days become necessary.
- 10.2C **Delayed day reporting time:** Whenever the superintendent delays the reporting time of students to keep school buses out of the morning rush hour traffic during especially inclement weather, employees will be expected to report to their assigned buildings at their usual starting times (Article 10.5D) or as reasonably near thereto as is consistent with their safety and in no case later than thirty (30) minutes prior to the opening of school for students as required in Article 10.5.
- 10.2D Emergency situations will also include provision for early departure when the District has determined that students must be dismissed early due to an emergent crisis. Such early departure may be authorized by the superintendent. Staff members will be released collectively or individually as appropriate as soon as practical after the release of students and after assuring that adequate supervision exists until all students have departed.

### Article 10.3

The following guidelines will be utilized in developing a calendar of service days for certificated staff covered by the Agreement:

- 10.3A **Opening and closing date:** The school board sets the opening and closing date for student attendance in accordance with RCW 28A.330.100 (7). The first student day should normally be scheduled not later than September 5.
- 10.3B **Pre-duty day:** The pre-duty and semester break days will now be a part of TRI. Teachers will be responsible for the activities normally completed during those days (refer to Article 12.4A)
- 10.3C **Mid-semester workday:** One (1) contracted non-student attendance day eighty-nine (89) or ninety (90) actual student attendance days separating the first semester from the

second semester will be designated for senior high teachers to prepare their room(s) and plans for the next semester and to finalize student work evaluations from the first semester. Every reasonable effort will be made to schedule the day on a Friday or a Monday, course hour requirements permitting. This will be one of the designated snow make-up days. In the event of snow make-up, high school teachers will work the mid-semester workday (i.e., eight (8) hours) outside of normal duty time.

- 10.3D **Thanksgiving:** There will be a three (3) day Thanksgiving vacation period.
- 10.3E **Winter holiday:** A winter holiday between December 25 and January 1 inclusive with additional days before or after that period. Actual days should be aligned whenever possible with neighboring school districts.
- 10.3F **Spring holiday:** A spring holiday of five (5) consecutive weekdays approximately halfway between the winter holiday and the last day of school, the last week of March or the first week of April receiving first consideration. The choice of weeks should be aligned whenever possible with neighboring school districts.
- 10.3G **Last student attendance day:** The last student attendance day should be scheduled as early in June as possible. Three (3) days will be routinely scheduled for snow make-up days at the end of the year when the calendar is adopted. These will be designated snow make-up days. Any days required beyond those identified in this article will be further added at the end of the school year.
- 10.3H The last two (2) days of the school year will be two (2) hour early release.

## Article 10.4

### General provisions – All teachers

#### Teacher day and hours – All teachers

**Checking in and out:** Certificated employees shall not be required to check in at the beginning of their duty day or out at the conclusion of their duty day by hours and minutes, but shall be required by a supervisor to indicate their presence or departure from the school premises during the workday.

## Article 10.5

**Before and after school duty time and lunch period:** The parties acknowledge that certificated employees will be at their respective schools for the benefit of the pupils and patrons at least thirty (30) minutes before opening of school in the morning and at least thirty (30) minutes after closing of school in the afternoon. Employees shall have a duty-free lunch of thirty (30) minutes not including passing.

- 10.5A **Equivalent workdays:** The length of the assigned workday shall be substantially equivalent for all certificated employees.
- 10.5B **On-site school day:** No educator will be required, except in an emergency circumstance and for special assignments covered in Chapter 13, to provide their services "on-site" for more than eight (8) continuous hours in one (1) contracted day. The "routine on-site day" (e.g., days not scheduled for meetings) will be seven and one-half (7 ½) continuous hours. One-half (1/2) hour of service is allowed to be performed "off-site" in a "routine on-site" day. Approved professional development activities scheduled to begin thirty (30) minutes after student departure will be compensated beginning at that time in accordance with the

provisions in Chapter 12 with the understanding that employees will still perform the one-half (½) hour off-site before the workday begins or after the professional development is completed. These services will be deemed done without the need of an individual to maintain a written record to document eight (8) hours of service each day.

- 10.5C **Wednesday for required meetings:** One (1) hour in an eight (8) hour day is set aside each week for principals to conduct staff and faculty meetings on topics and issues essential to teaching and learning, effective supervision and operation of schools. Principals will manage the time with a level of efficiency and effectiveness. The staff meeting immediately before grading periods, up to four (4) times each year, shall be reserved for teacher directed activity as calendared by the building principal.

The District will generally schedule required building and District meetings for educators before or after normal school student attendance hours on Wednesdays. Meetings will be based on agendas designed for the time allowed. Meetings will not routinely continue beyond the full workday other than to bring orderly conclusion to a discussion item or to conclude discussion on a critical item that cannot be deferred to the next meeting.

- 10.5D **Variable arrival and departure time:** The immediate supervisor will, at their discretion, assign staff and each individual certificated employee under their direction an appropriate regular daily starting and departure time as will best meet the particular nature, duties, and responsibilities of the particular assignment and within the parameters of Article 10.5B.

- 10.5E **Provisions governing alterations in daily work schedule:** Consistent with the requirement of being available for a specific student or parent conference, an individual educator may, upon specific approval of their principal or designee, arrive late or leave directly after the close of school in order to attend a class, professional meeting, or activity; or for valid personal business reasons not possible to complete at a different time that require their attendance; or for those voluntary extended day program services they have, or will provide, to the students and/or District which would substantially extend the routine on-site day of seven and one-half (7 ½) hours. Emergency situations which require an educator to leave school before the end of the regular instructional day may be allowed upon making arrangements with the principal or their designee.

Immediately after the close of the day prior to the beginning of a scheduled holiday period, on Fridays, and on days they have been requested to return to school or another site to attend a scheduled evening meeting event (i.e., PTS, holiday programs, etc.), elementary educators will be allowed to leave their assigned duty site, once students are picked up, on buses, have been taken to the office or have left campus. Secondary educators may leave immediately after the close of day on those days.

- 10.5F **Alteration in daily duty day allowed in parent conferencing:** In the amounts specified in Chapter 12, time will be scheduled for parent-teacher conferences to occur outside the normal school day. Release time will be used in elementary and secondary schools only when TRI resources have been reduced due to funding limitations. Building principals may require an accounting of parent-teacher conferences and may otherwise allow necessary alterations in the usual starting and departure times for staff to best accommodate parent-teacher conferencing.

## Article 10.6

### Specific provisions for elementary teachers

- 10.6A **Elementary teacher unassigned time periods before and after student day:**  
Elementary teachers need periods of unassigned time "on-site" for preparation and evaluation of their instructional activities and should generally be able to count on this time being available on a regular basis. Building principals will make every reasonable effort to limit administrative requests on a teacher's "on-site" unassigned time periods before the student day, generally when a special subject teacher is working with the class and after the close of the student day.
- 10.6B **Elementary relief break:** Certificated employees teaching in an elementary school shall be provided a daily mid-morning and/or mid-afternoon fifteen (15) minute relief period unless other suitable arrangements are mutually developed by a building principal and faculty. This provision shall also on an equitable basis apply to teachers of self-contained classes of the special education program.
- 10.6C **Weekly average minimum one hundred sixty (160) minutes of unassigned time:**
- i. The District agrees to provide each grade K-5 classroom teacher a weekly average minimum of one hundred sixty (160) minutes of unassigned time in four (4), forty (40) minute blocks of teacher release time. There are times when the classroom teacher may be asked to remain with their class when a specialist teacher is instructing the class. When this situation occurs the classroom teacher should still be afforded the average minimum of one hundred sixty (160) minutes unassigned time per week.  
  
Every effort will be made so the teacher librarian shall not be responsible for a disproportionate number of kindergarten preparation times.  
  
Normal circumstances are deemed to be days when specialist teachers are not absent from duty. The District will make every reasonable effort to provide substitute teachers for absent specialist teachers. In the event planning time is lost to early releases, late starts or other alterations to the normal school schedule the principal shall make every reasonable effort to equalize the loss of time for the impacted staff.
  - ii. VaPa educators shall have an equivalent total amount of planning time as the rest of the teaching staff in that building. Scheduling permitting planning time for specialist teachers will include four (4), forty (40) minute blocks. A specialist teacher who does not receive the four (4), forty (40) minute blocks in one year shall be afforded the opportunity for a schedule change for the subsequent year either within or outside of the building.
  - iii. When substitute teachers are unavailable the provisions in Article 10.7D apply. Their specific provisions should be applied here:
    - a. When the teacher loses planning due to unavailable VaPa educators, or the principal preempts a teacher's planning period, teachers will be compensated at the employees' hourly per diem rate prorated to the length of the planning period.
    - b. When students are split between two (2) or more classrooms, teachers will share the compensation of a full or half-day substitute pay.



- c. Itinerants that are requested to fulfill classroom duties rather than their regular assignment are paid at the full day substitute hourly rate for the duration of the classroom time.
    - iv. Educators who are less than a 1.0 FTE are compensated proportionally for preparation time based on FTE.
- 10.6D **School day student supervision to be minimal:** Every reasonable effort will be made to not require an elementary teacher to be responsible for the traffic safety patrol, the supervision of cafeteria and playground, or supervision before or after school.
- 10.6E **Elementary parent conferencing – Shortened days:** If TRI resources are not available as specified in Chapter 12, no less than thirteen (13) hours per year of release time for elementary teacher-parent conferences shall be scheduled by the principal and their staff. This minimum will be proportionately adjusted for any reduction in TRI resources due to funding limitations.

A teacher shall attempt to have a face-to-face conference with parent(s) of each child enrolled in a class during the first scheduled parent-teacher conference period. The teacher shall document efforts to communicate with parents (by phone log or letter) who did not attend a conference. All parents, if possible, should be afforded a face-to-face conference a minimum of once a year.

## Article 10.7

### Specific provisions for secondary teachers

- 10.7A Full-time MS classroom teachers will be provided a target weekly average of two hundred forty (240) minutes of unassigned time for preparation and evaluation. This should be the equivalent of one (1) period each day. Details will be determined by the building administrator in collaboration with the Site Based Leadership Team when it deviates from one (1) period each day.
- 10.7B Full-time HS classroom teachers will be provided one (1) teaching period each day, or the equivalent of, for preparation and evaluation. Details will be determined by the building administrator in collaboration with the Site Based Leadership Team.
- 10.7C Employees who are less than a 1.0 FTE are compensated proportionally for preparation time based on their FTE.
- 10.7D **Preemption of prep periods:** Teachers need a period for the preparation and evaluation of their instructional activities and must be able to count on this time being available on a regular basis. When substitute teachers are unavailable the following provisions apply:
  - i. Principals will make every effort to ensure that the burden is as evenly distributed as possible.
  - ii. The principal may preempt a teacher's planning period which will be compensated at the employees' hourly per diem rate prorated to the length of the planning period. This provision does not apply to building-based structured learning program teachers who receive benefits under Appendix E for loss of planning periods.

- iii. Teachers who are employed .5 or less may be requested to substitute the remainder of the day at the substitute rate of pay.
- iv. Teachers who are employed more than .5 and less than 1.0, who cover a planning period will be paid at the employees' hourly per diem rate for the length of the class covered. Teachers in this category who choose to substitute for more than one (1) planning period will be paid at the substitute rate of pay (either full or half day). They may not combine the employees' hourly per diem rate with pay at the half or full day substitute rate.
- v. There is no additional compensation for situations in which teachers must "double up" to cover an absent teacher's class. The District and building principal have an obligation to make every possible effort to employ a substitute teacher or take other action to avoid the need for doubling up.

10.7E **Open campus:** A teacher shall be permitted to leave the work site during their lunch period subject to reasonable requirements for notifying the office on their departure and return. A teacher may be permitted to leave the work site during their preparation period with permission from the building principal or their designee.

10.7F **Course prep considerations:** Every reasonable effort will be made to keep the number of subject fields and different curriculum course preparations for a secondary (6-12) teacher's assignment to a minimum.

- i. Generally, the normal teaching assignment is deemed to be not more than three (3) preparations. A preparation is defined as a curriculum description/course number. Additionally, the District will make every reasonable effort not to assign course preparations in more than two (2) different subject fields (e.g. English, math, history, science, foreign language, PE, electives). A single preparation schedule is allowed.
- ii. When involuntary expanded assignments are necessary, the building principal will discuss the circumstances and reasons for expanded assignments with the staff members involved and the affected employee shall receive eight (8) hours of supplemental compensation for each course preparation over three (3) per semester (9-12) or trimester (6-8).

10.7G **Secondary recording and submitting grades:** For formal grade reporting high school teachers will not be required to make written evaluations more than four (4) times each semester, and middle school teachers will not be required to make written evaluations more than two (2) times each trimester. Secondary teachers, or any teacher utilizing data processing procedures for reporting to parents, will be allowed up to a total of five (5) working days following the end of each designated report period to record and to submit report sheets to the building administrator's office, excluding the mid-year and the final report period where a full or one-half (1/2) non-student attendance duty day has been provided for that purpose. All grade reporting procedures prescribed by the District shall be designed to avoid requiring teachers to work weekends to complete the task to meet the District-set deadlines.

10.7H **Conferencing - High schools:** To the extent that TRI resources are available in the amounts specified in Chapter 12, high school teachers are expected to be available outside the normal school day for purposes of parent-conferencing.

**Conferencing - Middle schools:** Secondary parent-conferencing will occur as outlined in Article 12.4C. It is also expected that teachers will be available as needed to meet with parents at mutually agreed upon times.

- 10.7I Teachers shall not be required to utilize a prep period for making student attendance supervision telephone calls (teachers may make calls on a voluntary basis).
- 10.7J Advisory classes will be limited to no more than twenty-two (22) per year at the high school level, and eleven (11) per year at the middle school to be held at such times as to be most valuable. Part-time employees whose duty day is extended through an advisory class will have their contracts adjusted or will be issued a supplemental contract to reflect such additional work hours.
- 10.7K Teachers with laboratory preparations will have flexibility wherever possible to vary laboratories by period and day of the week to avoid excessive laboratory preparations in any given day. Teachers may elect to have multiple laboratory periods in one day even if the opportunity to vary the periods is available.

## Article 10.8

### Responsibilities of all classroom teachers during and after school

- 10.8A **Job description review:** Each year employees in the bargaining unit will be given the opportunity to meet with their immediate supervisor to review the responsibilities and duties of their position. Any significant disparities in the basic duties will be identified and should be brought to the attention of the human resources department for review and possible revision.

The responsibilities and duties necessary beyond the one hundred eighty (180) day basic teacher year should also be reviewed. The review should determine how many of the extended year duties **must**, how many **should**, and how many **could** be done (funding available). The review will identify the varying levels of quality of service possible in accordance with extra days available to do the work.

**Major responsibility instruction:** The major responsibility of the teaching staff is in the area of classroom instruction. However, to assure the success of the total school program, other related responsibilities dealing with school-wide supervision and control are of necessity a part of the teacher's position.

**Paraeducator assistance:** Where deemed feasible by the administration and the staff, and within the budget limitations, paraeducators will be provided to assist in the performance of non-instructional duties.

**Equal sharing of extra duties:** The remaining non-instructional responsibilities which are normal to the day-to-day operation of the school day program shall be assigned equitably among the certificated staff.

The District requirement for supervision and participation of teacher in-student day activities (e.g., assemblies) is to assure safety of students and to build student-teacher relationships. Individual building administrators, in conjunction with the site-based process must determine which activities are appropriate to be mandatory for all certificated employees, and which require only the necessary number of employees to provide adequate supervision.

- 10.8B **Student body activities:** The Board and the Association agree that the certificated staff should share the responsibilities involved in student body activities. It is recognized that certificated employee participation in student body activities will be expected.

**Hours of student body service:** Early in each year a building administrator will identify for the building certificated faculty the student activities planned for the ensuing year and the number of adults that will be required to be in attendance to assure adequate supervision. Adults from the community should be recruited by the building administration by all reasonable methods to fill as many assignments as are prudent from that source. The preferences of teachers must be considered in making duty assignments. Individuals will sign up for up to three (3) events totaling no more than eight (8) hours. Individuals are welcome to truly volunteer for more hours of student body service. Jointly the VEA representative and building administrator will co-facilitate this process. A sample list of activities would include dances, carnivals, sporting events (non-paid), book fairs, VEA building representative/executive board.

- 10.8C **Parent nights:** Teachers are required to meet with parents at one (1) evening meeting each year to explain the curriculum program and/or the instructional procedures to be followed in class. (Note: The date of such meeting will be communicated to teachers not later than the first week of school.)

## **Article 10.9**

**Traveling employees:** Employees assigned to two (2) or more buildings shall be scheduled in such a manner as to provide a thirty (30) minute, duty-free lunch period, plus necessary travel time between buildings; travel time shall be factored into an employee's overall FTE. Classroom teachers serving three (3) or more buildings shall be compensated per Appendix E.

The District shall make every reasonable effort to avoid fractionalized assignments (i.e. scheduling an employee in multiple buildings when the schedule from the start of the day to the end of the day exceeds a normal day, or when the assignment is not consecutive time). When such situations cannot be avoided, the District shall consult with the Association to determine the appropriate FTE/compensation level.

## **Article 10.10**

**Alleviate floating teacher problems:** The unique problems of "floating teachers" will become a matter of discussion between the building administrator and the floating teacher before or early in the school year. The principal will attempt to develop reasonable procedures and arrangements to eliminate or alleviate problems inherent in having to teach in several different rooms during the school day. It shall be an administrative goal for each building to attempt to have a two (2) station limit for each teacher. There are times however, because enrollment and classroom facilities limitation that some teachers will need to teach at more than two (2) locations.

## **Article 10.11**

### **Paraprofessionals**

- 10.11A **Paraeducators:** The Association and District recognize the importance and advantages of utilizing paraprofessional staff (paraeducators) in the schools and classrooms in those activities which may properly be assigned to non-certificated staff. The Association and the District also recognize that funding must be available to provide this assistance from non-certificated staff.

- 10.11B **Program responsibility:** Certificated employees shall be responsible for the instructional program and a paraeducator shall not be employed to replace a teacher except as provided by the waiver process in Chapter 15.

10.11C **Paraeducator:** Paraprofessional (paraeducator) employees utilized within the classroom or other instructional areas will be under the supervision of a certificated employee who is responsible for the instruction of the students. Paraeducators assigned to classrooms shall not be preempted to other assignments without prior notice to the certificated person or persons regularly supervising during that time period so as to allow adequate arrangements to be made to cover the absence.

10.11D **Paraeducator assignment:** The following priority shall generally govern the allotment of available elementary paraeducator time by the District among the elementary schools and within a school by the principal (i.e., exclusive of categorically funded state and federal programs).

- i. First priority – safety patrol activities
- ii. Second priority – playground and cafeteria supervision
- iii. Third priority – assignment of paraeducators to classrooms and other instructional areas to assist in clerical and instructional activities with teachers and students
  - a. Excessive enrollment in a room: It is agreed that in instances where it is not possible to curtail elementary class loads, paraeducator time will be provided if available to offer a measure of relief
  - b. Basic school program – instructional activities area

10.11E **Paraeducator utilization:** The specific manner of paraeducator utilization within an elementary school will be determined by the school principal after consultation with the certificated staff in the school.

It is the District's and the Association's intent that resources allocated to buildings for certificated instructional staff be used for that purpose. Any redirection by the building must be consistent with District direction and with the Comprehensive Professional Agreement. When the building determines that circumstances warrant the conversion of certificated staff to classified staff, the proposed conversion will be submitted to the administrator for special services, secondary education, or elementary education, as appropriate, who will in turn obtain the concurrence of the association executive director and the human resources administrator.

Such conversion will be for a specified period of time or for the duration of the circumstances which warranted such conversion, and will in no case exceed the remainder of the current school year.

**Conversion of time will be based on:** One certificated hour is equal to two classified hours. Upon the assignment of the converted hours to a paraeducator, the principal will notify human resources, the appropriate central office administrator, and VEA simultaneously via email. The conversion formula will be published and forwarded to VEA prior to the new school year.

10.11F **Paraeducator support:** All program paraeducators assigned to a Developmental/Transitional Skills or a Structured Communication Center special education classroom shall be assigned for six and one-half (6.5) hours.

## **Article 10.12**

**Easy access to buildings at all time:** In order to permit freedom of access both during and after regular school hours, all teachers will have access to the faculty lounge, work areas, and interior hallways of their school. Subject to reasonable regulations to ensure security of the building, all teachers will have building access through an outside door to their area of the building during non-school hours.

## **Article 10.13**

**Safety promptly processed:** The District will without delay investigate situations or conditions that are considered to be unsafe or unhealthy. The District safety officer will investigate allegations of unsafe situations or conditions and make recommendations for correction to the Washington Industrial Safety and Health Act agency standards if they are warranted. Staff members should outline the unsafe situation or condition in writing and process it through their building principal or supervisor who will then forward it to the District safety officer for action.

## **Article 10.14**

10.14A **Requests for instructional equipment:** Instructional personnel will be invited to submit requests for the non-consumable equipment, technology, and work orders that each teacher may identify as important and necessary for effective instruction in the curriculum for which they are responsible. These requests will be responded to by the appropriate administrator as quickly as information is available regarding the disposition of the request (not more than thirty (30) days after the original request) regarding the level of priority which has been assigned to each at the building or the District level and the date it may be accomplished if known.

10.14B **Priority use of instructional equipment:** The needs of classroom teachers for use of copy machines and access to telephone lines and instruments will enjoy a priority fully equal to that of administrators and other employees.

## **Article 10.15**

The parties acknowledge that the legislature has allocated funds to staff the Basic Education Act. It is the intent of the District to provide the greatest possible number of staff at the classroom level with a high degree of equity in the number of staff assigned to the various grade levels. The District will, whenever local funds are available, supplement the number of staff funded by the legislature's Basic Education Act appropriation by employing additional certificated and classified staff.

## **Article 10.16**

### **Basic education class size**

10.16A **Number of students:** The number of students in a class and the kinds of students in a class are major factors that heavily impact the workload of a teacher. Every reasonable effort will be made to equalize the workload among the teachers of a school as early in the year as possible and at certain specified times during the year. In the event an enhanced teacher is deployed for work load or class size relief, the principal, affected teachers, and enhanced teacher shall meet to determine a plan to serve the impacted students.

- 10.16B Specific class sizes within a school may need to vary to meet the identified goals and to best alleviate demands on time and energy of each teacher due to subject content, materials, and facilities, learning problems of student groups, unique grade level enrollment patterns in a building, and other pertinent factors as determined by the principal in consultation with their staff.
- 10.16C A principal will make every reasonable effort to obtain input from all interested teachers to help them make final determination(s) of how classes are to be initially organized (reorganized during the year) as is necessary because of an increase or decrease in the number of instructional staff (teachers/paraprofessionals) as is required by changes in student enrollment in the building.
- 10.16D A brief summary account of the conditions existing and the rationale utilized in making a final determination as to the best deployment of a building staff and of the various class sizes in a building will be made by the principal with a copy to the teachers that participated in, or will be impacted by, those discussions. The staffing plan must be as educationally sound and in the best interest of students as the teacher/paraprofessional resources available to the building will allow. All individuals are expected to support a group's decision until such time as the conditions are substantially different when the original decision may be brought up for reconsideration.
- 10.16E Music ensemble (e.g. band, orchestra, and choral groups) classes may be scheduled with larger class sizes as may be appropriate at the middle or high school level. Administrators at both the building and District level will review such class sizes consistent with the provisions of Article 10.19 giving consideration to the following:
- i. Instructional impact
  - ii. Safety
  - iii. Supervision
  - iv. Scheduling
  - v. School program
  - vi. Class demographics
  - vii. Other factors that may be impacted by class size
- 10.16F Music Ensemble – The maximum number of students per music ensemble class is thirty-five (35) at the middle school level or thirty-eight (38) at high school level. When a music ensemble class exceeds thirty-five (35) at the middle school level or thirty-eight (38) at the high school level, overload language shall be invoked and a safety review shall be conducted by the administrator with the teacher and a VEA building representative. Safety concerns that are not resolved in the review meeting shall be forwarded to the Director of Secondary Education and the Executive Director of VEA for further review and consultation. Class size and overload does not apply when a teacher requests a larger class.
- i. Combination music ensemble classes (e.g. intermediate orchestra and advanced orchestra students) may be scheduled upon mutual agreement between the building principal and the affected employee.
  - ii. Overload situations shall be addressed as provided in Article 10.18, 10.19, and 10.21.
  - iii. If the number of students assigned to a middle school beginning instructional music class exceeds thirty-five (35), the teacher may request the assignment of a paraeducator for the instructional period.

## Article 10.17

### Class size determinations

- 10.17A The number of students in a class is impacted by the number of certificated staff assigned into positions other than classroom teacher, i.e., released time periods allowed to teachers such as department heads, cafeteria control, and the number of professionals in support positions such as teacher librarians, reading specialists, traveling teachers, counselors, nurses, drug and alcohol facilitators, etc.
- 10.17B **Elementary individual classroom maximum and secondary student-teacher maximum daily contacts:**
- i. Grades K-3 – A maximum of twenty-four (24) students is established
  - ii. Grades 4-5 – A maximum of twenty-seven (27) students is established
  - iii. Students placed in self-contained special education programs shall be figured in calculating the basic education class sizes at each grade level when one student spends more than 50% or if multiple students spend more than 25% of their day in a general education classroom to support meaningful participation and inclusion.
- 10.17C **Middle School and VSAA:** The maximum number of student-teacher daily contacts is based on twenty-eight (28) times the number of classes a teacher is required to teach in their duty day, up to one hundred sixty-eight (168) students.
- i. This ratio is intended to result in maximum class sizes of 28:1 in a seven (7) period day and 29:1 in a six (6) period day.
  - ii. Any classes, other than music (band and choral groups) and physical education that exceed this size shall require review by the principals, VEA, and District administration.
  - iii. The maximum number of student-teacher daily contacts is based on twenty-eight (28) times the number of classes a teacher is required to teach in a seven (7) period day, or twenty-nine (29) in a six (6) period day. Administrators will make every reasonable effort not to assign more than one (1) instructional period per trimester in excess of thirty (30) students in a seven (7) period day, or thirty-one (31) in a six (6) period day. A teacher shall be considered in overload if the total student-teacher count reaches more than one hundred sixty-eight (168) students in a seven (7) period day, or one hundred forty-five (145) students in a six (6) period day.
  - iv. Special education students shall be figured in calculating the basic education class sizes when those students are receiving instruction from the basic education teacher.
  - v. Middle school and VSAA PE- The maximum number of students per class is thirty-three (33) with a total aggregate of one hundred ninety-eight (198). When the aggregate exceeds one hundred ninety-eight (198), overload language shall be invoked. When regular PE classes exceed thirty-three (33) students, a safety review shall be conducted by the administrator with the teacher and a VEA building representative. Safety concerns that are not resolved in the review meeting shall be forwarded to the Director of Secondary Education and the VEA Executive Director



for further review and consultation. Class size and overload does not apply when a teacher requests a larger class size for a particular class.

- vi. Overload situations shall be addressed as provided in Article 10.18, 10.19 and 10.21.

10.17D **High School and iTech:** The maximum number of student-teacher daily contacts is based on thirty (30) times the number of classes a teacher is required to teach in their duty day up to one hundred fifty (150) students for high school or up to one hundred eighty (180) for iTech schools (Ninety [90] students per day on an eight [8] period block schedule). Administrators will make every reasonable effort not to assign more than one (1) instructional period per semester in excess of thirty-two (32) students. A teacher shall be considered in overload if the total student-teacher count reaches more than one hundred fifty (150) students for high school or more than one hundred eighty (180) for magnet schools (ninety [90] students per day on an eight [8] period block schedule).

- i. High school and iTech PE/Career Choices – The maximum number of students per class is thirty-eight (38) with a total aggregate of one hundred ninety (190). When the aggregate exceeds 190, overload language shall be invoked. When regular PE classes exceed thirty-eight (38) students, a safety review shall be conducted by the administrator with the teacher and a VEA building representative. Safety concerns that are not resolved in the review meeting shall be forwarded to the director of secondary education and the VEA executive director for further review and consultation. Class size and overload does not apply when a teacher requests a larger class for weight or circuit training. Class size and overload does not apply when a teacher requests a larger class size for a particular class.
- ii. Any classes, other than music (band and choral groups) and physical education that exceed this size shall require review by the principals, VEA, and District administration unless the higher class size is requested or approved by the teacher.
- iii. Special education students shall be figured in calculating the basic education class sizes when those students are receiving instruction from the basic education teacher.
- iv. Any on-line delivery program that is considered to be “the teacher of record” shall cap student enrollment each period based on the number of computers or licenses available.
- v. Due to safety concerns for all High School Science and iTech Lab classes over thirty-one (31) students per period a safety review shall be conducted. The safety review shall be conducted by the administrator with the teacher and a VEA building representative. Safety concerns that are not resolved in the review meeting shall be forwarded to the director of secondary education and the VEA executive director for further review and consultation.

10.17E The first option to meeting the provisions of Article 10.17 is to balance the class sizes in all buildings to meet the unique needs of students in a school. Deviations from the class size provisions may occur. For example, K-3 elementary teachers agree to have more than twenty-four (24) students in their classroom in order to avoid a combination classroom arrangement. When a deviation occurs, the reasons for the deviation shall be agreed to in writing by the affected teacher(s) and principal. The form (appendix J) must be completed and copies sent to the Association and the administrator for elementary or secondary education within three (3) days of the decision to deviate.

- 10.17F VaPa educators shall not be required to double up from existing basic education classes. The class composition shall be comparable to that of the basic education teacher sending the students.

## **Article 10.18**

### **Classroom overload remedy**

- 10.18A **Determining Overload:** The District and Association acknowledge the difficulty of eliminating overload, as well as the significant burden it can place on educators. Administrators with teachers in overload shall limit enrichment TRI demands on teacher's time compared to teachers not in overload. Administrators, where possible, shall assure that teachers in overload one year are not again placed in overload the following year.

Teachers who experience overloads shall be paid pursuant to the Overload Remedy Schedule below based on overloads in existence on the count day of each month October through May for all schools. Overload levels that trigger payments in this chapter are specified in Article 10.17 for basic education or CTE classroom teachers, and Article 10.23 for special education self-contained teachers, speech language pathologists and occupational therapists. Cumulative monthly overloads earned for each semester will be paid in February and June, respectively.

### **10.18B Other Overload Considerations:**

- i. When a teacher is in overload by five (5) or more students at the elementary level, three (3) or more students in a combination elementary class, or ten (10) or more at the secondary level a meeting will be convened with the teacher, principal, building representative, and if necessary the appropriate Executive Director, and the VEA President (or the President's designee) to determine means of reducing or eliminating the overload situation.
- ii. During the first fifteen (15) days and on the earliest day possible, the building administrator will initiate a meeting with each teacher in an overload situation and the building representative to resolve the overload. If the overload cannot be resolved, or an accommodation cannot be reached, the administrator will report the outcome of the meeting to the executive director of high school, middle school or elementary education with any recommendation(s) for further remedy. The building representative will concurrently provide a copy of the report to the Association. The report will be made using the sample format in Appendix J

Overload Remedy Schedule	
Position	\$/Student/Day
K-5 Classroom Teacher	5
6-12 Classroom Teacher	5
6-12 PE/Music	4
Special Education Self Contained Teacher*	6
Speech Language Pathologists*	3
Occupational Therapists*	3

\*Overload is based on the state countable caseloads

## Article 10.18C

### VaPa Overload Remedy

#### Elementary preemption of class size if a substitute is not available

The principal may preempt an elementary teacher's class size in grades K to 5. The elementary certificated staff member will be compensated at the current substitute rate for the full or half day that they assume the responsibility of an additional 12 or more students for which a substitute would normally be hired. If more than one elementary classroom staff member assumes this responsibility that would have been borne by the substitute, the compensation will be divided among the number of teachers whose class size has been impacted either for a full or half day. **Note:** Any staffing enhancement for grades K-12 for classroom overload relief is based on stability of state and local funding. A decrease in funding will alter the staffing enhancement for grades K-12.

VaPa teachers shall be awarded overload remedy on the following formula based on the percentage of classes that come to them in overload:

- a. A VaPa member that has 20-29% of their classes in overload will be paid the equivalent of 1 substitute day per trimester.
- b. A VaPa member that has 30-39% of their classes in overload will be paid the equivalent of 2 substitute days per trimester.
- c. A VaPa member that has 40-49% of their classes in overload will be paid the equivalent of 3 substitute days per trimester.
- d. A VaPa member that has 50% or more of their classes in overload will be paid the equivalent of five (5) substitute days per trimester.

Every effort will be made to provide transition time between classes, and a VaPa teacher who has more than thirty-five (35) sections per week shall be paid the equivalent of one (1) substitute day per trimester for each section above thirty-five (35).

Every reasonable effort shall be made to prevent scheduling eight (8) classes on a single day.

## Article 10.19

### Checkpoints in school calendar for reviewing building class sizes

Listed below are designated points of time when class sizes will be reviewed in each school.

- 10.19A During the first week of May, the building principal will meet with Association faculty representatives and/or building staff to review and discuss projected student enrollments and faculty and student deployment plans for the next school year.
- 10.19B Five (5) working days after the opening of school, the building principal will meet with the Association faculty representatives and/or building staff to review and discuss the reorganization of the building to alleviate areas of overload to equalize workload among staff. Action is to be taken immediately or postponed until a definite time when more or better information may become available to avoid making changes that will soon result in other overload situations.
- 10.19C Five (5) days prior to the end of each grading period, the building principal will meet with the Association faculty representatives and/or building staff to discuss action to be taken if an overload exists.
- 10.19D At any time during the school year that it becomes evident that a state of overload exists within a school, the principal will contact the appropriate administrator to work with them and with the building faculty in an attempt to alleviate the problem. Unresolved situations will become a topic for the executive director of VEA and the superintendent/designee.

## **Article 10.20**

The human resources department will provide a copy of the actual Enrollment by Class in elementary schools and for middle and high schools to the Association's office immediately following the completion of each monthly report.

## **Article 10.21**

### **Administrative actions for mitigation of overload situations due to enrollment increases**

One or more of the following options should be considered as mutually determined by the superintendent/designee, principal, and impacted teacher(s), in coordination with the Association to alleviate or mitigate the overload situation.

- Reassign students into different classrooms within the school or, where feasible, create combination classes; bus students to another school; or rescind boundary exceptions for certain students
- Employ an additional certificated teacher
- Employ a new paraeducator, redirect the use of a current paraeducator, or increase the hours of a currently employed paraeducator to be utilized in duties or during hours as will best alleviate the condition of overload
- Identify times or events during the year where the teacher will have an especially heavy workload and allow for additional support during that period
- When the above options cannot be accomplished within available resources, the District will continue to monitor the overload situation and take action at the first opportunity to eliminate the overload. The principal is responsible for assuring that teachers are treated equitably with regard to overload situations (i.e., the teacher will not be subjected to repeated overloads in successive years when other teachers have no overload).

Additional boundary exceptions will not generally be approved for a building with an overload situation if the additional boundary exception would aggravate the existing overload situation within the building or would eliminate an opportunity to reduce the overload. However, the District and the Association recognize that

increased enrollment through boundary exceptions may be the best solution to enrollment and overload issues.

An additional full or part-time teacher will be employed whenever the aggregate overload within a building equals a normal class size or student-teacher contact level.

## **Article 10.22**

### **Elementary combination class formation and operation**

The parties acknowledge that the age patterns of students enrolling in each of the elementary schools of the District are sometimes distorted at specific levels. Consequently, combination classes are often necessary. Combination classes do create some particular problems that will be recognized and dealt with toward the goal of creating the best teaching/learning environment possible.

It is expected that all teachers—adjacent instructional regular classroom teachers and instructional traveling classroom teachers—will be invited by building administrators to fully participate in discussions regarding the initial formulation and subsequent operation of a combination class particularly as that class may pertain to their work duties and responsibilities and having a reasonable “manageable task.” After all input is gathered, the final decision will remain with the principal to ensure the best learning/teaching environment possible.

#### **10.22A In the selection of a teacher for a combination class, it is very desirable that the teacher is:**

- i. A volunteer for the assignment if possible,
- ii. Preferably a teacher with prior experience with the curriculum of at least one (1) of the grades included in the combination class, and
- iii. Not the same teacher utilized as a combination grade teacher for two (2) or more successive years unless that is a desired assignment of the specific teacher, and/or if no other teacher is available per grade level.

#### **10.22B In the evaluation of a teacher in a combination class, the evaluator should:**

- i. Take into account the particular difficulties of the assignment, and
- ii. Include recognition of successful management of the assignment in the “commendations” portion of the evaluation form.

#### **10.22C In the selection of students to be included in a combination class:**

- i. The student should be free from special learning and/or behavior problems relative to other students available for assignment into class.
- ii. The student should have skills and attitudes needed for independent work and the ability to relate to more than one teacher each day if required.
- iii. The span of reading and math operation levels of students will be limited as much as possibly allowed by the group being structured.
- iv. To the greatest extent possible, the parents of the students assigned to combination classes should be those with a track record of working cooperatively with teachers

and the school. The principal and teacher will work cooperatively in the handling of home-school concerns.

- v. To the extent possible, students will not be placed in combination classes in consecutive years and when not possible to avoid such placement, the principal will relate the rationale to the parent prior to, or very early in the school year, or when the class is formed during the school year.
- vi. Teachers and the principal of each building will work cooperatively to decide the best grouping for combination classrooms. One (1) or more of these guidelines may be waived if mutually agreeable to all parties and it is in the best interest of students involved. An attempt should be made to avoid combination classes in grades one and two.

10.22D The principal will carefully work with the teacher to resolve the problems of obtaining all necessary equipment and materials needed to effectively teach the curriculum assigned to two grade levels in one room; resolve administrative problems of different grade levels, authorized field trips, participation in swim program, outdoor school, etc.; and, assist in arranging for teachers in adjacent grade levels to work cooperatively with a combination class teacher.

10.22E **Class size:** The class size of a combination class shall be smaller than that of regular single grade classes. Any K/1, 1/2, 2/3, and 3/4 combination classes shall have a maximum class size of twenty-two (22) and any 4/5 combination classes shall have a maximum class size of twenty-five (25).

## **Article 10.23**

### **Certificated staff allocation: Special services**

**Preamble:** Staff allocation varies by program based upon student need (severity of disability), nature of the program model, number of students in the program, other support available in a given setting, ability to hire appropriately qualified staff or contract for services, task demands for a given job, available program revenue, and legal requirements.

There are Washington Administrative Codes, Individuals with Disabilities Education Act, Americans with Disabilities Act, case law requirements, and other special circumstances that may influence staff configuration and allocation. In these situations, the Association and the District in consultation and written agreement with the impacted certificated staff and building principal, may agree to an alternative delivery model different from those provided in the remainder of this Article (10.24). The District shall only act in the absence of such agreement when essential for legal compliance or equally compelling circumstances. The District shall inform the Association in advance of any such action and the Association reserves the right to challenge such action. These provisions are not intended to circumvent the staffing model. In some special education programs, particularly at the secondary level, student attendance can be very sporadic. Consequently, the program enrollment shall be determined on a daily average attendance basis across each month.

In the event additional staffing is needed, per October and February count date caseloads, substitutes shall be deployed within ten (10) school days of the October and February count day until permanent staffing is hired. Beginning after the tenth (10<sup>th</sup>) school day from the beginning of the school year, the October and February count day if a paraeducator substitute is not provided, the teacher shall be reimbursed at the paraeducator substitute rate for each day until a paraeducator is hired. This will be tracked on a supplemental contract and submitted monthly.

10.23A **Structured Learning Centers and Jim Tangeman Center (JTC):** Structured Learning Centers (SLCs) support social/emotional/behavioral skill development through specially designed instruction to prepare students to successfully access the general educational environment.

Jim Tangeman Center (Grades K-5/Vista Grades 6-12) supports significant social/emotional/behavioral delays/skills with skill development through specially designed instruction to prepare students for a less restrictive placement.

- i. **Jim Tangeman Center:** One (1) teacher and two (2) paraeducators for up to ten (10) students. A psychologist or social worker, secretary, mental health specialist, custodian, and an administrator are also on site.
- ii. **Structured Learning Centers:** One (1) teacher, two (2) paraeducators for up to twelve (12) students. Students in these classrooms shall have the opportunity to access general education experiences based on their IEP.

Structured Learning Center, Structured Communication Center/Supported Communication Program and Jim Tangeman Center also receive clinical supervision time equaling two (2) hours per week over thirty-six (36) weeks which will be provided to each teacher and program paraeducators for the purpose of program planning and connection with community agencies and/or joint skill training. One-on-one paraeducators shall not participate in these meetings unless it is agreed by the Executive Director of Special Services and building principal.

10.23B **Developmental/Transitional Skills (DS/TSK):** Developmental/Transitional Skills Program provides specially designed instruction for those students who have significant delays and/or disabilities that interfere with their cognitive, physical, and/or behavioral abilities to the extent that they need a significantly modified curriculum. The Developmental/Transitional Skills program is designed to provide each student with the adaptive skills necessary to eventually live as independently as possible. Students in these classrooms shall have the opportunity to access general education experiences based on their IEP.

One (1) teacher and two (2) paraeducators for up to ten (10) students

10.23C **Intensive Academic Centers (IAC):** The Intensive Academic classrooms provide specially designed instruction for those students who need specific instruction in academics and moderate intervention in life skills in a sheltered environment for at least 25% of their academics. Students in these classrooms shall have the opportunity to access general education experiences based on their IEP.

One (1) teacher and two (2) paraeducators for up to twelve (12) elementary students and fifteen (15) secondary students.

10.23D **Structured Communications Centers (SCC):** These classrooms serve students who are eligible under the category of Autism Spectrum Disorder or have related disabilities with significant communication, behavior, organizational, and sensory needs. Instruction shall take place in a self-contained environment designed for safety of students and staff with opportunities for generalization of learned skills in the school and community as deemed appropriate for each individual student. Students in these classrooms shall have the opportunity to access general education experiences based on their IEP.

One (1) teacher and two (2) paraeducators for up to nine (9) students.

10.23E **Supported Communications Programs (SCP):** These classrooms serve students who are eligible under the category of Autism Spectrum Disorder, have High Functioning Autism/Asperger's Syndrome or related disabilities with significant social communication, organizational, and sensory needs and who may require remediation of academic deficits. Specially designed instruction shall support the communication, organizational, sensory, and academic needs of these students. Students in these programs have the opportunity to access the general education curriculum and practice their newly learned social, organization, and sensory skills with their general education peers as written in their IEP. One (1) teacher and two (2) paraeducators to up to thirteen (13) students.

10.23F **GATE:** Eighteen to twenty-one (18-21) year olds: Provides opportunities for students with disabilities to receive specially designed instruction, for example, in continued opportunities to develop work experiences and gain a sense of independence.

Up to sixteen (16) students per FTE teacher and two (2) paraeducators.

10.23G **Hard of hearing/deaf:** Staff allocation for the hard of hearing/deaf program is based upon the severity of the served population and number as follows: one (1) teacher, for up to twenty (20) students.

10.23H **Early childhood special education (ECSE):** Early childhood special education provides specially designed instruction to meet the individual needs of students ages three to five. One (1) teacher and two (2) paraeducators for up to eleven (11) students per one-half (1/2) day session, for a total of up to twenty-one (21) students per caseload.

When fifty percent (50%) of the sessions are at capacity from one month to another based on caseload counts on the first (1<sup>st</sup>) of each month, a new session shall be opened within thirty to forty-five (30-45) school days, if space and/or staff is available. If either space or staff is unavailable, VEA leadership and the Executive Director of Special Services and/or Director of Special Education shall meet to decide relief options.

Community/home setting program staff allocation for support of early childhood special education students is as follows: One (1) teacher and one (1) six (6) hour paraeducator for up to thirty (30) students per two-half (1/2) day sessions. This caseload can be split as needed based on the needs of the community/home setting. (Example: If there are more community settings that serve students in a.m. sessions only, the teacher and paraeducator provide services for eighteen (18) students in the a.m. session and twelve (12) students in the p.m. session.

If the minimum two hundred and ten (210) min/week of prep time is compromised, staff shall be compensated at their per diem rate.

10.23I **Supported Kindergarten Program (SK):** Supported Kindergarten provides additional services to support the successful transition and inclusion of students into a general education kindergarten class, typically from a special education pre-school experience

One (1) teacher and two (2) paraeducators up to fourteen (14) students.

10.23J **Administrative actions for alleviation of overload situations for self-contained programs due to enrollment increases:** In addition to the monthly overload remedy provided by 10.18, one (1) or more of the following actions may be utilized as mutually determined through the consultation of the appropriate District administrator, building administrator, and appropriate building professional group. The options are not necessarily listed in a mandated order of priority and each is subject to the availability of funds at the



time the decision is made, ability to hire appropriately qualified staff, and the imposition of any legal requirements beyond this Agreement. Overload situations are based on state caseload counts on the designated state count day of each month in order to assure a stable population requiring action.

- i. Following the next reporting period, reassign students into different classrooms within the school or, where feasible, create a new class
- ii. The employee and their Area Manager may meet to discuss other possible remedies
- iii. When a special education teacher experiences a disproportionately high turnover of special education students and a resulting increase in the number of IEP's, the educator shall meet with the building administrator who shall engage the special education administrator to identify appropriate relief.

10.23K **Learning support (LS):** Learning support provides support to students who are accessing the majority of their education in general education. They need support in specific social/emotional/behavioral and academic area(s) but have independent skills in some academic areas. Learning support provides specially designed instruction to support students' learning based on their unique strengths and needs. At the high school level this includes transitions goals to post high school educational work and life skills activities.

The goal of staffing for the learning support students is to allocate the required number of certificated staff and paraeducators at the beginning of the school year. The staffing shall be determined by the historical data that shows how many staff have eventually been allocated by the end of each school year and current roll-up projections. This data shall be shared at labor-management at the same time that tentative staffing information is shared with principals. A combination of the historical data of the past two (2) school years and current roll-up projections shall be used to determine staffing for the beginning of the year. This staffing allocation shall be reviewed during October 1 count. If determined to be over or under by three (3) or more students, the staffing shall increase or decrease. Staffing allocations shall be reviewed again during the February 1 count and if determined to be over or under by five (5) or more students, staffing shall increase or decrease.

#### **Staff Conversions:**

#### **Elementary Learning Support Conversions:**

Students already being served by 1:1 paraeducator shall not be included for staffing paraeducators

1. .5 teacher, 0 para hours for 1-8 students, substitute days equivalent pay per semester – 0.
2. 1 teacher, 0 para hours for 9-15 students, substitute days equivalent pay per semester – 0.
3. 1 teacher, 3 para hours for 16-25 students, substitute days equivalent pay per semester – 2
4. 1 teacher, 6 para hours for 26-32 students, substitute days equivalent pay per semester – 3.
5. When student class size reaches the thirty-three to forty-two (33-42) range, a meeting shall be held with the principal and learning support teacher to select class size relief.

**Relief Options:**

**\*Option A:** One (1) teacher, twelve (12) para hours for thirty-three to forty-two (33-42) students, substitute days equivalent pay per semester –Four (4) or,

**\*Option B:** One point five (1.5) teacher, six (6) para hours for thirty-three to forty-two (33-42) students, substitute days equivalent pay per semester –Four (4). If option B is selected by impacted teacher, Option A shall be implemented until the point five (.5) FTE teacher is realized.

Final approval will be determined by the Executive Director of Special Services after consulting with the Executive Director of VEA.

6. 1.5 teacher, 12 para hours for 43-50 students, substitute days equivalent pay per semester – 4.

**Elementary Learning Support Conversions:**

Students	Teacher FTE	Paraeducator Hours	Substitute Days Equivalent Pay
1-8	0.5	0	0
9 - 15	1	0	0
16 - 25	1	3	2
26 - 32	1	6	3
33 - 42	1	12	4
	or		
	1.5	6	
43 - 50	1.5	12	4

**Secondary Learning Support Conversion:**

One (1) teacher, six (6) paraeducator hours for every thirty-two (32) students, substitute days equivalent pay per semester – Three (3)

When conversion equates to a point five (.5) FTE, they shall have three (3) paraeducator hours assigned and have substitute days equivalent pay per semester – 0.

- Example: High school has one hundred and twenty-five (125) students. 125 divided by 32 = 4.0 FTE and twenty-four (24) paraeducator hours.

For secondary schools that do not have thirty-two (32) students, the elementary formula shall be used for staffing allocation.

Students already being served by 1:1 paraeducator shall not be included for staffing paraeducators.

10.23L Building-based self-contained program teachers, GATE, and Jim Tangeman Center teachers (excluding early childhood special education programs) are compensated for lost planning periods based on a regularly scheduled basis in accordance with the special education self-contained classroom stipend in Appendix E.

Building based special education self-contained classroom teachers shall have an equivalent planning time, which shall be provided by scheduling students into other special or general education classes as determined by the professional group. This will be scheduled within

the first week of students starting. These activities may include recess, lunch, and/or academic classes, which allow the self-contained classroom teachers a planning time. The school District is required (WAC 392.172A.020.65) to ensure that each student eligible for special education participates with non-disabled students in extra-curricular services and activities to the maximum extent appropriate to the needs of the student. The stipend contained in Appendix E for lost planning does not supersede this above section.

When self-contained program teachers, GATE or Jim Tangeman Center teachers are directed by their building administrator to miss the majority of their scheduled planning period to work with students and/or attend meetings, they shall be compensated up to a 1.2 FTE contract. This shall eliminate the stipend in Appendix E. If this occurs during the year, both amounts shall be prorated.

For the purposes of establishing potential 1.2 FTE contracts, teachers shall share completed schedules that include elementary relief break(s), planning time, and lunch with building and Special Services administrator by the end of the second full week of school, or within two full weeks of hire. If a self-contained teacher's schedule changes with impacts to their lunch, elementary relief break, or planning time at any time, the teacher shall provide building and Special Services administrators with the updated schedule within one week of the change.

**10.23M Support service staff general provisions:** Due to the widely varying range of roles and responsibilities of support services staff (psychologists, nurses, SLP, motor team, and counselors) it is difficult to establish average or typical workloads and conditions. Therefore, it is agreed that the review process to resolve concerns in a timely manner is as follows:

- i. The Special Education Director shall conduct an analysis of each employee's state caseload based on monthly counts per Article 10.18. The review shall have as its primary objective the balancing of State caseloads among employees with consideration to such things as students assigned severity of cases, geographic dispersion, number of buildings assigned, etc. The results of the analysis and caseload changes shall be shared with all employees of the respective group.
- ii. At any time during the year that an employee believes their caseload is disproportionate to other employees, the employee may initiate a discussion with their supervisor and appropriate building administrator(s) to resolve the concern. The employee has the option of VEA representation during the discussion.
- iii. Unresolved situations will become a topic for resolution between the Executive Director of the Association and the District Executive Director for Special Services and/or the Director of Special Education.
- iv. Every effort will be made to assure an equitable distribution of the workload. The District administration will meet with the Association within the first two weeks of each month to review caseloads and ratios.

**10.23N** IEP conferences shall not eliminate the duty-free lunch period.

- i. Extenuating circumstances (e.g. additional workload in legal situations) may qualify for a supplemental contract, to be determined by the Area Manager following consultation with the employee.
- ii. If additional support is needed due to other increased responsibilities, the employee and their Area Manager shall meet to discuss possible remedies.

10.230 **Speech Language Pathologists (SLPs):** The District shall use equitable procedures and management strategies to keep SLP caseloads at or below fifty (50). The objective shall also include heightened efforts to ensure compliance while offering efficient and effective services to students.

SLP and OT Overload: The District will pay overload for caseloads over fifty (50) students for SLPs or forty-six (46) students for OTs, or will implement caseload relief by hiring additional SLPs or OTs to offset caseloads. When unable to hire additional SLPs or OTs, the District will consider hiring SLPAs or COTAs to support caseloads. Overload pay will be compensated as per Article 10.18.

10.23P **Occupational Therapists (OTs):** The District shall use equitable procedures and management strategies to keep Occupational Therapist (OT) caseloads at or below forty-six (46) per 1.0 FTE.

10.23Q The Association and the District agree to the following target ratios for specialists' positions:

- i. Nurse ratio 1:1100 students per full-time FTE
- ii. Psychologists ratio 1:950 students per full-time FTE
  - a. The school psychologist group and Special Services will collaborate annually to review the distribution of school psychologist FTE based on need across District programs and buildings. The allocation is subject to staff and District input, and may include but not limited to such factors as: free and reduced lunch rate, proportion of students receiving English Language services, and number of students receiving special education or self-contained programs in building. Special Services shall make the final determination of school psychologist FTE allocation.
- iii. PT ratio 1:5,000 students per full-time FTE
  - a. In the event a currently filled PTA position becomes vacant, Special Services shall meet with the Physical Therapy team to determine appropriate supports. When financially viable, the District will consider staffing 1.0 FTE PTA for every 2.0 FTE Physical Therapist (PT).
- iv. Counselor ratio 1:300 students per full-time FTE
  - a. If a counselor's 504 caseload exceeds ten percent (10%) of their assigned students, a meeting shall be convened with the counselor, principal, building representative, and if necessary the elementary or secondary education director, and the VEA President (or the President's designee) to determine means of reducing or eliminating the overload situation.
  - b. The counselor group and District administration will collaborate annually to review the distribution of school counselor FTE based on need across District programs and buildings. The allocation is subject to staff and District input, and may include but is not limited to such factors as: student enrollment per building, free and reduced lunch rate, etc. Teaching and Learning Executive Directors shall make final determination of counselor FTE allocation.

10.23R In order for the ESAs (SLP, OT, PT) to bill Medicaid for evaluations and therapy services, each ESA must obtain and maintain the relevant license from the Washington State Department of Health. The District agrees to pay the Washington State Department of

Health ESA license initial and annual renewal fees per employee per year with the understanding that Medicaid billing will be completed monthly for all eligible students. This shall be paid by the District and not from the individual employee's professional development fund.

- 10.23S When a student in special education is included in a general education classroom, the IEP case manager shall orient the classroom teacher to the particular identified instructional needs and accommodations/modifications of each such student.

Each building administrator with the assigned responsibility of building supervision shall assure an equitable distribution of all students among general education classrooms. When a student who has a life-threatening health condition that may require emergency procedures is placed in any program or classroom, all staff involved shall be fully informed in writing of said emergency procedures and district training shall be provided.

10.23T **Pre-emption of special education classrooms:**

The principal may preempt a self-contained special educator's class size if a substitute is not available. The certificated staff member shall be compensated at the current substitute rate for the full or half day when they assume the responsibility of additional students for which a substitute would normally be hired. If more than one certificated classroom staff member assumes this responsibility that would have borne by the substitute, the compensation shall be divided among the number of classroom teachers whose class size has been impacted either for a full or half day.

- i. In programs where two (2) certificated teachers share a room/co-teach, upon agreement by both teachers, one (1) teacher may substitute for the other teacher and be compensated at the current substitute rate for the full or half-day, thus causing less disruption for the students and helping alleviate the substitute shortage in the district.

10.23U **Budgetary Access and Discretion**

The nature of the District special education programs necessitates access to an annual budget to fulfill the unique goals of the programs and best meet students' varied needs. Items shall be purchased at the request of the employee with the approval of the Special Services Manager. Requested items shall directly support IEP accommodations/modifications, the implementation of Specially Designed Instruction and/or a student's program.

The employee's annual budget shall not be utilized for items required by that program type, such as health and safety supplies or professional development. The District shall not require the budget be utilized for the purchase of District approved curriculum.

The annual budgets are set below and available starting one (1) week prior to the first day of school. This amount is subject to the availability of funds. The impacted employees and the Executive Director of the Association shall be notified of any adjustment to the availability of funds

- i. Self-contained, Gate and Jim Tangeman Center: \$600 per classroom
- ii. SLP: \$75 per employee

## Article 10.24

### Teacher regulation of student behavior and learning environment

The District will support and uphold an employee in their efforts to maintain a "learning environment in the classroom, the school, and activities of the school campus." District regulation 5159 and RCW 28A.600.020, sub paragraph 2, and the procedures of a school's student handbook, if one exists, provide direction for employee action.

Other authorized corrective actions are counseling and conferences, detention, and school probation. Corporal punishment is not a disciplinary option for teachers and administrators. For purposes of this Agreement the term corporal punishment means the infliction by an employee of physical pain upon a student either by spanking or striking.

- i. In the case of teacher exclusion, District policy and state law provides that "any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the remainder of the school day, and up to the following two school days, or until the principal, or designee, and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher must attempt one or more alternative forms of corrective action. In no event may an excluded student return to the class during the balance of that class or activity period and the following two school days without the consent of the teacher, unless the principal, or designee, and the teacher have conferred. The student shall be in the custody of a school District employee during the time of exclusion."
- ii. The District must provide the student an opportunity to make-up any assignments and tests missed during the classroom exclusion.
- iii. Whenever a teacher files a referral for student discipline, the administrator responsible shall promptly communicate the outcome of the referral. In the event the referral is not able to be concluded in a timely manner (e.g., 2-3 days), the administrator shall make this and the reasons for the delay known to the teacher.
- iv. Exclusion of a student from a class or activity must be preceded by one or more alternative forms of corrective action, except in an emergency situation where a student may be dangerous to self or others (emergency expulsion or emergency removal).
- v. The District and the Association agree that the term "confer" as it applies to RCW 28A.600.020, Section 2, shall be interpreted to mean that the affected teacher has had the opportunity to provide input on a plan for disciplining the student; the input has received full consideration; and the administrator's discipline decision was discussed with the teacher before the student was returned to the classroom.
- vi. Per District Policy and Procedure 4314, when a school receives information that indicates a student could be a threat to the safety of students or staff, the principal or designee shall provide information to staff who in the judgment of the principal have a need to know such information within two (2) school days.
- vii. There shall be a safety designee when the principal is out of the building.
- viii. Teachers must consider how educational services will enable the excluded student to participate in the general education curriculum. This would include providing an excluded student uninterrupted access to the learning using any necessary technology (WAC392-400-610) tools or resources

provided by the District. Online discussions with other students may be limited if the student behavior warrants such limitation.

## Article 10.25

**Classroom visitors:** The District and the Association acknowledge that it is desirable for patrons of the District to be familiar with the total education program and instructional practices in the schools. It further recognizes that frequent and unannounced interruptions to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- 10.25A **Approval required:** All visitors to a school and/or classroom shall obtain the approval of a building administrator or designee, and if the visit is to a classroom, the time will be arranged only after the building administrator, or designee, has conferred with the certificated employee.
- 10.25B **Patron conference:** The certificated employee shall have the opportunity to confer with the classroom observer before and/or after the observation.
- 10.25C **Young visitors:** Young visitors (student age or less) will be admitted to classrooms only: (1) when satisfactory arrangements are made with the classroom teacher, (2) when (in the case of preschool youngsters) they are accompanied by an adult who will assume total responsibility for the young visitor.

## Article 10.26

- 10.26A **Student grades and reporting to parents:** The District and the Association recognize the importance of regular periodic evaluations of the developmental progress of a student in the courses of curriculum to which they have been exposed and that these professional conclusions of progress should be justly, efficiently, and effectively communicated to parents, guardians, and other individuals and institutions with a legitimate interest in, and need to know of, a student's welfare (See Procedure 2420, WAC 180.44.010). To facilitate student and parent communication of student progress, employees are required to regularly maintain their gradebook to reflect student progress and shall acknowledge or respond to parent inquiries ideally within twenty-four (24) hours and no later than three (3) days.
- 10.26B **District and practitioner standards:** A teacher's professional conclusion of a student's performance shall be based on established District grading, policy and procedures.
- 10.26C **Change in evaluation of student:** A teacher's grade or other evaluation of a student may not be altered or changed without consultation by the administrator with the teacher. The following procedure will be followed to change a grade:
  - 1. A written request must be provided to the teacher within three (3) workdays of receipt of a request to change a grade.
  - 2. The building administrator will meet with the affected teacher to discuss the factors involved in determining the grade in question.
  - 3. If the teacher and administrator disagree over a requested grade change, the administrator will inform the teacher, in writing, of the decision and basis for that decision.

4. The teacher may make a written request for a review of the building administrator's decision to the central office administrator responsible for elementary or secondary education.

10.26D **Co-curricular awards guidelines:** In the absence of District guidelines for awards programs for co-curricular activities, the teacher supervisor of a particular co-curricular activity will submit plans for an awards program for the activity to their building principal for approval. These guidelines will serve as the framework for the awards program for that particular co-curricular activity in that building until changed or superseded by District guidelines.

## Article 10.27

- A. **Proper use of counselors and teacher librarians:** The District and the Association acknowledge that counselors and teacher librarians have been employed and assigned to schools on the basis of their specialized training to carry out specified responsibilities in adopted District programs. Every reasonable effort will be made by the building administrators to utilize these specialists within their preparation and job descriptions. Counselors and Teacher Librarians with proper certification may be called to share emergency substitute services and other tasks outside their normal assigned duties on the same basis as members of the certificated staff.
- B. **Proper use of ESAs:** The District and the Association acknowledge that several ESA roles including school nurses, speech-language pathologists, occupational therapists, physical therapists, special education behavior specialists, and school psychologists (but not to include counselors), have been employed and assigned to schools on the basis of their specialized credential to carry out specified responsibilities. Every reasonable effort will be made by the building administrators to utilize these specialists within their preparation and job descriptions.

## Article 10.28

**Substitute teacher services:** The District shall maintain a computerized substitute calling system. For absences requiring prior approval, employees will call or log into the automated system after their administrator has approved the leave. Employees may call or log into the automated system in advance of an anticipated pre-approved absence.

## Article 10.29

**Information provided:** Information about the specific nature of a special curriculum development committee will be made generally available to non-supervisory certificated employees through a District email announcement. Employees will have the opportunity to express an interest and availability to the District administration to serve on these committees. The selection of individuals will be the prerogative of the District administration with decisions made on factual basis regarding qualifications of applicants.

## Article 10.30

### **Adequate facilities and workspaces for Itinerants serving at multiple sites and ESAs:**

In order to carry out their job responsibilities in each building, itinerant staff shall be provided adequate facilities, workspaces, and equipment.



Program supervisors and/or principals shall annually meet with all itinerants assigned to serve students at multiple worksites and with ESAs. The purpose shall be to ensure itinerants ~~they~~ and ESAs have adequate facilities, workspaces, and equipment to carry out their job responsibilities. Every reasonable effort shall be made to have this meeting completed prior to June 1 or within thirty (30) days of hire. If the parties are unable to reach a reasonable agreement/plan, the program supervisor and/or principal shall contact the supervisor of facilities who shall explore alternatives and recommendations to address the short-term and long-term needs of those itinerants with facilities/workspace/equipment concerns. Proposed alternatives and recommendations shall be submitted to the Assistant Superintendent of Human Resources and the Executive Director for the Association office prior to the last day of school or within forty-five (45) days of hire.

### **Article 10.31**

**New teachers to profession:** The Association and the District recognize the importance of providing timely and consistent support and networking to teachers new to the profession. In this regard, new teachers (i.e., teachers in their first two years of regular assignment as a classroom teacher) should generally not be assigned to an isolated location or other location that would significantly separate the new teacher from the support, mentoring, and nurturing of other teachers. This provision may not be used to force the movement of a teacher from their classroom location when the teacher presents a reasonable basis for remaining in the current location.



## CHAPTER 11: Professional Compensation, Economic Benefits, and Security

### Article 11.1

**Individual contract required:** There shall be a certificated contract for all initial/provisional and standard/continuing staff in conformity with Washington State laws and the rules and regulations of the State Board of Education in the mutually developed contract format set forth in the appendices of this Agreement and made a part of this chapter by reference.

### Article 11.2

**Equitable application of placement provisions:** The provisions of salary schedule placement will be applied equally to all certificated personnel and every person will be given their proper place on the salary schedule consistent with their verified qualifications of academic preparation and verified professional experience.

### Article 11.3

- 11.3A **Salary schedules in appendices:** The salary schedules for all personnel included in the bargaining unit covered by this Agreement shall be set forth in the appendices of this Agreement and made a part of this Chapter by reference (see Appendix C).
- 11.3B **Salary step/lane provisions:** The State Allocation Model (SAM) is adopted as the District salary schedule for certificate employees (see RCW 28A.150.410). Placement of certificated staff on the salary schedule will be in compliance with the provisions of WAC 392.121.200 through WAC 292.121.299.
- 11.3C During the life of the agreement, the District shall apply Cost of Living Adjustment (COLA) increases that incorporate the Implicit Price Deflator (IPD) adjustment percentage to salaries and salary related benefits.
- i. For 2021-2022, each cell on the salary schedule shall be increased by a COLA incorporating the IPD and an additional 2.25%.
  - ii. For 2022-2023 each cell on the salary schedule shall be increased by a COLA incorporating the IPD and an additional 2%.
  - iii. For 2023-2024 the base salary schedule shall be increased by a COLA incorporating the IPD and an additional amount to be determined by a salary opener which will take place in the spring of 2023.
  - iv. The same increase will be provided by the District to employees funded from sources other than the state (e.g., categorical, levy, grant, etc.).
- 11.3D The Extended Day Academic stipends (Appendix E): Salary related benefits (e.g. per diem rate, Extended Day Salary Schedule, respective stipends, TRI schedule, etc.) shall increase annually by the negotiated COLA.

## Article 11.4

- 11.4A **General provisions for clock hours and course work placement on salary schedule:** It is expected that course work taken for placement on salary lanes will be normally applicable or transferable for a Bachelor's Degree. The units must have been completed subsequent to receipt of the Bachelor's Degree. Graduate level course work does not generally need prior approval. Clock hours, in-service credits, continuation credits, or LEAP credits that may relate to both certification of and compensation for advancement on the salary schedule will be recognized by the District as is allowed by the Washington Administrative Code (WAC). The costs of registration and record keeping will be borne by the individual subject to potential reimbursement when submitted in accordance with professional development procedures.
- 11.4B **Additional provisions governing placement on lanes including other academic training including clock hours:** Courses and clock hours not a part of a planned program leading to an advanced degree or for other certification requirements, or individual professional development objectives, become subject to processing as reasonably relevant to the professional assignment if they are to be allowed for salary schedule advancement. Clock hours and/or lower division undergraduate courses (generally listed as 100-200 level) clearly relevant to the professional assignment of the teacher, acceptable for reporting on the S-275 form, with approval from the immediate supervisor, appropriate administrative assistant, and administrator of human resources will be allowed toward the requirement for placement on salary lanes. The clock hour type of credit to be acceptable must be established by the appropriate agency and individual at the time that the course is offered, and verified as earned by the individual immediately upon its completion to the District and through the Educational Service District 112 (ESD 112) assistant superintendent's office assigned that responsibility.
- 11.4C **Special procedures for approval for relevant course credit not covered in the articles in this chapter:** In the event of extenuating circumstances wherein an individual educator has earned college credit(s) which appears to be relevant to their professional assignment with the District, but does not qualify under the articles in this chapter, the superintendent or designee will approve advancement on the educational lanes of the salary schedule. Procedures for consideration of college credits are as follows:
- i. The individual educator will make a written application on forms provided to their immediate supervisor. The immediate supervisor will review, approve, or disapprove the application, forward it to the human resources department for review and forward it to the appropriate administrator. The human resources department will determine if the courses are acceptable for recognition by OSPI regulations in the determining of the staff characteristics index figure for the District.
  - ii. If the application is disapproved by both the immediate supervisor and the appropriate administrator, the application will be returned to the applicant as the final disposition of the request. If the immediate supervisor and/or the appropriate administrator approve the application, the application will be submitted to the superintendent/designee.
  - iii. The superintendent/designee will review the application with the commentary of the supervisor, human resources department, and administrator, and make a final determination on the application to grant or reject the course(s) for purposes of District salary schedule placement.

## Article 11.5

- 11.5A **Vocational education teacher placement:** Persons to be employed in vocationally-accredited assignments will have a proper certificate with appropriate apprenticeship training and work experience computed at two (2) years of apprenticeship for one (1) year of academic credit and evaluated as being equivalent to a year of undergraduate academic education up to and including the Bachelor's Degree. Years of experience utilized for academic credit for placement on the schedule may not also be utilized for years of experience credit to advance down the schedule.
- 11.5B Advancement in salary lane for a non-degreed vocational education teacher may be recommended in writing by the superintendent/designee with a favorable endorsement by the superintendent, for submission to the Board of Directors for action to place them on the higher salary lane. Normally, such placement will be based on appropriate training and/or experience granted in lieu of college credit as may meet the development of special qualifications for a particular assignment. Placement is further governed by the provisions of WAC 181.77 and Basic Education Reporting criteria (S-275).

## Article 11.6

**Education staff associate certification and placement:** Professional staff holding a Bachelor's Degree and to be employed in a position requiring an initial Education Staff Associate Certificate will be placed on the appropriate experience step of Lane 1 of the professional salary schedule. Advancement in pay lanes will necessitate meeting the same requirements specified in the guidelines adopted for other professional staff. Such persons must have appropriate experience and meet the course work and/or degree requirements for advancement in lanes. The District reserves the right to evaluate the suitability of any non-public school teacher or social agency experience as to its equivalent value for experience placement on the salary schedule. Previous professional experience (in-state and out-of-state) in accredited public or private schools, social service agencies, hospitals, clinics, private practice, or non-profit organizations shall be allowed year-for-year credit advancement up to sixteen (16) years on the salary schedule when it can be verified through the administrator of human resources from the previous employer(s) as equivalent and/or appropriate to the position for which the individual is being employed with the District. The provisions for occupational experience in WAC 181.77 and 392.121.264 also apply.

- i. Beginning with the 2021-2022 contract year, notwithstanding anything to the contrary appearing above or the restrictions reflected in WAC 392-121-264(f), the District will grant occupational therapists, physical therapists, school nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW experience credit for prior non-school professional (licensed) work experience on a year-for-year basis as submitted by the ESA and verified by the previous employer subject to the District's verification of the experience documentation provided. Standards for recognizing and calculating this experience credit generally will be the same as those set forth in WAC 392-121-264, except for the two-year limitation appearing therein.
- ii. Prior to September 30, 2021, currently employed ESAs covered by this subsection shall register in the Human Resources Office appropriate documentation of their prior qualifying work experience for salary placement for the 2021-2022 contract year. Any documentation submitted after this date will be considered for application for the following year (2022-2023). If experience is not submitted by the September 30 date, it will not be counted for that school year. It will be adjusted the following school year.

## Article 11.7

**Course work evaluation for transfers into District for salary schedule placement:** Course work for educators transferring into the District from other school districts will be evaluated and credited for salary advancement in the same manner as for educators who have been employed in the District all of their professional careers.

## Article 11.8

### Salary schedule experience credit

- 11.8A **Definition of basic workday and work year for purposes of salary schedule placement, advancement, and compensation:** The standards established by the Legislature and the OSPI for reporting employment (currently S-275 form) and generation of funding for compensation, will be utilized for the placement of an individual on the salary schedule. Consistent with the Basic Education Act, a work week/workday is defined as an average weekly period of twenty-five (25) hours and an average of three hundred (300) minutes per day of teacher-student formal and informal contact time. A minimum of one-half (1/2) school year of credit (90 student days) is required for one (1) year of advancement on the salary schedule. No more than 1.0 of school year of experience may be counted for any twelve (12) month period.
- 11.8B Placement on the salary schedule will be determined each year by computing the sum of all creditable service, including service as a substitute, and reported to one decimal place, not rounded. Once the total service credit is determined, the sum will be rounded (a decimal ending in 5 or higher will be rounded up; a decimal ending in 4 or lower will be rounded down).
- Example: Three (3) years of 80% service is equal to only 2.4 years (i.e., two (2) steps, not three (3) steps on the salary schedule). Four (4) years of 80% is equal to 3.2 years, three (3) steps. Five (5) years of 80% is four (4) steps. One (1) year of 50% service is equal to one (1) year on the salary schedule. Two (2) years of 50% service is equal to one (1) step on the salary schedule and the computation of seniority of an individual for other purposes of the contract, (i.e., RIF, placement, etc.). Advancement on the Vancouver Salary Schedule is contingent for each individual case on the District being able to generate funds through the State's LEAP funding regulations to reasonably fund a change in placement.
- 11.8C Experience as a substitute teacher may be utilized for salary schedule placement (advancement) when:
- i. It can be documented
  - ii. It will qualify for placement on the State LEAP schedule and will generate salary funds from the State to the District on the S-275 annual personnel report (Article 14.7A – Seniority defined)
- 11.8D It is mandatory that all eligible employees participate in the Washington State Teachers' Retirement System (TRS). Employees who established membership prior to October 1, 1977, will be on Plan 1. Those who established membership between October 1, 1977, and June 30, 1996, will be on Plan 2, except those who choose to transfer to Plan 3. Employees who became eligible for membership on or after July 1, 1996, will be on Plan 3. All full-time employees are eligible for membership; eligibility for part-time employees varies by plan. Handbooks are available online.

## Article 11.9

**Washington experience:** All prior public school teaching experience in the State of Washington (RCW 28A.400.300) is transferable and will be credited to the individual for the purpose of salary schedule placement.

## Article 11.10

**Out-of-state experience:** Out-of-state teaching or professional experience in accredited public or private schools or social service agencies, will be allowed year-for-year credit advancement on the salary schedule when it can be documented by the employee and verified through the administrator of human resources as equivalent and/or appropriate to the position for which the individual is being employed with the District (see WAC 181.77).

## Article 11.11

A maximum of two (2) years of active military service, Peace Corps, or Vista will be allowed for the purposes of experience placement on the salary schedule if it interrupts professional education employment. Eleven (11) months of active service shall be computed as one (1) year.

## Article 11.12

Provisions for job sharing and other part-time, overtime situations that fractionalize certificated instructional personnel full-time equivalent (FTE) position:

### 11.12A Compensation – Computations:

- i. Each individual on a part-time assignment (i.e., teaching less or more than the normal average FTE daily teacher assignment), will be compensated pursuant to the following: A normal FTE is a daily average of two hundred and sixty to two hundred and seventy-five (260-275) minutes of formal and twenty-five to forty (25-40) minutes of informal teacher/student contact time. A teacher is paid an amount proportionate (computed to the nearest hundredth of formal teaching time) of actual time served with students and based on their placement on the basic salary schedule.

Examples: The normal load is five (5) classes computed at 100% full-time equivalent (FTE). A high school teacher with three (3) classes is computed at 60% of FTE, another teacher with two (2) classes at 40% of FTE. A high school teacher with six (6) classes is 120% FTE of their salary schedule placement. A middle school teacher with two (2) classes is computed at .34 of FTE, another teacher with three (3) classes at .51 of FTE. The FTE level for part-time teachers will be adjusted for proportionate planning time. Alternatively, part-time teachers may receive compensation for planning time through payment on a supplemental contract.

- ii. Advancement of one (1) step on the salary schedule will require a minimum of 80% of FTE year of service. Not more than one (1) year of service can be earned in one (1) school year. Part-day and part-year (regular contracted and substitute) service may be accumulated over several school years to qualify for advancement on the

schedule. Multiple years of part-time service will be computed each year to determine each individual's specific salary schedule placement.

Example: Three (3) years of 80% service is equal to only 2.4 years (i.e., two (2) steps, not three (3) steps on the salary schedule). Four (4) years of 80% is equal to 3.2 years, three (3) steps. Five (5) years of 80% is four (4) steps. Two (2) years of 50% service is required for advancement of one (1) step on the salary schedule and the computation of seniority of an individual for other purposes of the contract (i.e., RIF, placement, etc.). Advancement on the Vancouver Salary Schedule is contingent for each individual case on the District being able to generate funds through the State's LEAP funding regulations to reasonably fund a change in placement.

- iii. Group insurance benefits will be offered in accordance with School Employee Benefits Board rules.
- iv. Emergency/sick leave, staff development funds, personal leave, and similar other economic benefits will be computed in proportion to the individual's percent of the FTE computation.

#### 11.12B **Position determination:**

- i. The District will arrange the sharing of one (1) FTE position by two (2) individuals or some other fractionalization of a limited number of teacher FTE positions when:
  - a. The District can identify some clear advantages to the District for utilizing such an arrangement, and/or
  - b. The District does not identify any clear disadvantages of substance from a proposed fractionalization of an FTE unit.

The fractionalization of an FTE position must not result in substantially increasing the costs to the District for salary and benefits in excess of its average cost of funding an FTE. It will not be accomplished solely to accommodate the "preferred life style" of the employees. There must be some value being accrued by the District for the splitting of an FTE and the expansion in administrative load inherent in the increase of the number of employees to be supervised and accounting records to be maintained.

- ii. A job sharing or other FTE fractionalization will normally be accomplished for not more than one (1) year. It may be abolished without prior notice:
  - a. At the end of each school year.
  - b. It is necessary that a fraction of an FTE employee must be increased during a school year because a change in circumstances occurs.
  - c. One-half of a job sharing pair departs the scene and another suitable replacement cannot be immediately located.
  - d. The job sharing partners find they are incompatible and one (1) leaves the District or takes unpaid leave and it is not convenient for the District to make other suitable arrangements.
  - e. The District has need to discipline or terminate the sharing arrangement because one or both persons are not complying with their prior written



agreement as to how they will handle responsibilities of attendance at staff meetings, equitable sharing of student control duties during the school day, evening extra/co-curricular supervision of students, or to attend seminars or other special training as necessary at the established compensation rates.

- f. If the job share employee is a current full-time equivalent status, the portion that is being vacated for the job share must be either an approved leave of absence or resignation subject to the approval of the District.
- g. In the event a job share employee desires to return to full-time status, the employee must notify the human resources department that they desire to return to full-time employment (see Article 6.11C). If the person has a fractionalized continuing contract, the District must employ that person as a full-time equivalency prior to applying for full-time status positions. The employee must use the PIR for any open position in the building or District. NOTE: The job share cannot be used to lock up a full-time position in the same building.
- h. When job share positions are reduced, the seniority of each person will be used for PIR placement. Job share positions are reduced to the person in the job share with the least seniority for the duration of the job share. NOTE: In the event that there is a decline in enrollment or funding and the building must exceed one FTE and one of the job share educators has the lowest building seniority, both of the persons involved in the job share shall be excessed regardless of the seniority of the other job share employee.
- i. If the job share position becomes a part-time position without the provisions of the job share, then the employee shall resume full seniority rights as other members of the bargaining unit.
- j. Employees must notify the human resources department by March 1 of the preceding school year with a proposal to enter or terminate a job share assignment.

11.12C **Job share defined:** A job share and a part-time position are both considered fractionalized. The difference in the two (2) positions is that job shares involve two (2) persons for one (1) full-time position. A part-time position does not involve another employee in fulfilling the duties and obligations of the position. Job share teachers teach at different times of the school day or calendar days and have responsibility for the same students. Employees who are eligible for job sharing must:

- i. Having continuing contract status
- ii. Currently be in the same building or have expressed an interest on the PIR for consideration in a proposed job share position
- iii. Employee orientation

The District will provide to the employee a checklist of potential adverse effects from job sharing or otherwise accepting a part-time position and the employee willingly accepts those limitations by initialing each area:

- a. An individual's advancement on the salary schedule steps may be at least biannual and often more years apart depending on the proportion of teaching performed (Article 11.12A ii).

- b. Eligibility for retirement credit may be limited or nonexistent during those years pursuant to State Teacher's Retirement System provisions.
- c. An individual's "continuing contract rights" for the following year are reduced to the proportion of the day actually worked for a following year. The District is not legally bound to reinstate the individual in to a full-time position. Reinstatement to a full-time position will be at the District's convenience.
- d. An individual may be required to return to full-time any time for "urgent needs" of the District (i.e., student enrollment change, space situations, etc.).
- e. Individuals proposing to enter into a job sharing arrangement will prepare a signed written agreement. It will stipulate how each individual will handle each and all of the duties and responsibilities of the position being divided. These will include, but not be limited, to the following: attendance at building and District staff meetings; back-to-school night for parents; student supervision duties, both during school hours and evening student body activities; individual parent conferencing; equipment inventory; and similar kinds of activities normal to those of a full-time teacher as may be identified by the building administrator. The building administrator will sign after reviewing and commenting in writing their approval or disapproval of any aspect of the proposed plan. The plan is to be presented to the human resources department for a prior final review before the proposal can be approved.

Note: Legal reference RCW 28A.400.300

## **Miscellaneous provisions of salary schedule placement and other matters of payment**

### **Article 11.13**

**Vocational experience credit:** A minimum of twelve (12) months of apprenticeship training and/or work experience and/or service in a vocationally-accredited assignment may be credited as one (1) year of prior "teaching" experience, providing such experience has not been previously evaluated and allowed for salary placement credit as being equivalent to undergraduate academic training (Articles 11.7 and 11.8).

### **Article 11.14**

**Quarter unit measure:** Units for salary schedule placement will be recorded in quarter hours. Semester hours will be multiplied by the factor 1.5 to arrive at their equivalent in quarter hours.

### **Article 11.15**

**Prior approval for undergraduate or randomly selected courses:** To assure acceptance of undergraduate courses lower division, subsequent to 9/1/82, a teacher must first obtain written verification from the human resources department that the credit will be acceptable for inclusion in the S-275 annual

personnel report to OSPI. The applicant must then obtain a positive written endorsement from their immediate supervisor and appropriate administrator that the course is relevant and acceptable.

#### **Article 11.16**

**Initial salary schedule placement:** Evaluation of academic preparation and any prior professional experience for purposes of salary schedule placement will be initially done in the human resources department. Questions regarding appropriateness of an interpretation and/or the application of a salary placement provision in an individual case may be referred by the administrator of human resources or by the applicant for a salary advancement to the appropriate administrator for review and written recommendation.

#### **Article 11.17**

**Immediate supervisor's assessment of value:** The appropriate administrator or the applicant for advancement on the salary schedule may request the applicant's immediate supervisor to provide a written assessment of the value of a particular undergraduate course, conference, or workshop completed or proposed regarding its relative value past, immediate, and/or potential in providing better professional services in their assigned responsibilities.

#### **Article 11.18**

**Application forms and dates – Application deadline:** Certificated staff desiring salary advancement on the salary schedule should make application on forms provided in the human resources department not later than March 15 if the individual anticipates having all of the outstanding requirements completed and the new placement put into effect for the ensuing school year.

#### **Article 11.19**

- 11.19A **Documentation deadline for salary adjustment:** Documents verifying the completion of outstanding requirements for advancement on the salary schedule must be submitted to the human resources department on or before September 30 to qualify for salary adjustment for an ensuing school year. Exceptions to the submission date will be permitted only in extreme situations when documentation has not been possible because of delays clearly beyond the control of the employee. All course work must be documented on official transcripts or verified copies thereof.
- 11.19B **Salary advancement implementation date:** The District will make every reasonable effort to implement the advancement of all individuals on the salary schedule at one time. Every effort will be made to make the adjustment on or before the November 1 payroll.
- 11.19C An employee must document all college units completed within six (6) weeks of employment and within six (6) weeks of completion if employed, or by September 30 of each year, whichever comes sooner, if they are to be utilized for advancement on the salary schedule in the future. The employee may present a grade slip as tentative documentation but must order an official transcript.

#### **Article 11.20**

- 11.20A **Days of service and payment timeline:** Each individual's annual professional services contract will be written for the school year with the required number of duty days and dates

to be served as provided in the calendar established for that time period for their position classification.

- 11.20B **Payday:** The District payroll for all employees will be disbursed on or before the last day of the month. When the last day of the month falls on Saturday or Sunday, the payroll will be disbursed on the preceding Friday.
- 11.20C The salary for each employee will be paid in twelve (12) approximately equal installments of each school year with no more than twelve (12) monthly payments during one (1) tax year. The first payment of each school budget year will be made on or before September 30, the last, on or before August 31, and according to the salary schedule and days of scheduled duty established through negotiations for their position classification of that academic year, provided that pursuant to RCW 41.59.170 salary schedules and economic benefits may be adjusted at any time funds are available for that purpose (see Article 11.25).
- 11.20D **National Board Professional Teaching Standards (NBPTS):** The District will take necessary action to secure any additional compensation allowed in the state budget for NBPTS certified teachers.
- 11.20E **Direct payroll deposit written statement provided to the employee:** All current and future employees are required to establish a direct payroll deposit by providing the District with the information regarding a personal account of any bank or credit union that is a member of the automated Clearinghouse. New employees will be required to provide the District with direct deposit arrangements by the end of the second pay period after beginning employment. Upon written authorization of the employee, the salary for each employee in the bargaining unit shall be deposited into their account on the regularly scheduled pay date. The employee will be provided with a statement four or five business days prior to the regularly scheduled pay date through employee access reflecting the amount being deposited, and all the deductions made. The cumulative number of sick leave days the employee has on the Districts records are viewable based on payroll cutoff through employee access.
- 11.20F **Summer arrangements:** During summer months salary payments will be deposited directly into the bank account or to the Payroll Debit Card authorized by the employee.

**Salary adjustments timeline:** Changes in contract status, special assignment payment, and payroll deductions will be made on the next succeeding salary warrant when the authorization (or approved time sheets in the case of summer work special assignments), have been properly submitted to the business office on or before the payroll cut-off day each month. An authorization submitted after the payroll cut-off date of each month will be processed with the next following payroll.

- 11.20G **Special projects:** Teachers, upon commitment to retire within two (2) years, will be afforded a one-time opportunity to perform a District-approved project of up to five (5) days (forty hours) duration at per diem. Teachers may identify and propose a project to the school principal or may request that the principal identify an approved project. If disapproved by the principal, the teacher could either modify the proposal to address recommendations stemming from the review process or request reconsideration by the administrator responsible for elementary, secondary, or special education as appropriate. Projects should be proposed using the project proposal form at the end of this chapter. Approved projects will be performed outside the duty day. Projects will be intended to apply the teacher's career knowledge to provide the District with a valuable service to improve instruction and learning. This provision does not preclude a teacher from rescinding or delaying the retirement date.

## **Article 11.21**

**Individual per diem defined – 180 Days:** The basic contract term of service for all certificated staff is one hundred eighty (180) days as specified in the adopted school calendar. Payroll computations for paying for days of service or making deductions will be related to that term of service as the individual “per diem” rate for a certificated staff member. Certificated staff employed after the beginning date of the school year to complete the school year will be paid at their individual per diem rate on the salary schedule for days actually worked. Services provided outside of the Basic Education Act work year and day will be paid as provided in Article 13.5.

## **Article 11.22**

**Replacement for leave:** Certificated employees hired by the District to replace educators who have been granted official District leaves shall be employed in accordance with State Statute RCW 28A.405.900 and shall receive full fringe benefits and, upon application of regular contract status, shall receive appropriate consideration, subject to other provisions of this Agreement and law, for regular assignment vacancies, provided that their services have been evaluated as satisfactory. Individuals serving as replacement contract teachers will be placed on the salary schedule according to their qualifications.

## **Article 11.23**

### **Reimbursement of automobile and other necessary authorized expenses incurred in performing service for the district**

- 11.23A **Automobile – A condition of employment:** Certain District employees may be required to have an automobile available during regular working hours as a condition of continued employment in a particular position to carry out assigned responsibilities requiring mobility within the District, or available to make emergency trips on behalf of the health and safety of children with whom they work, and they will be reimbursed at the established mileage rate.
- 11.23B **Mileage – Split assignments:** Employees whose assignment is split between buildings will be reimbursed at the approved mileage rate for travel from one school building location to the other within the duty day. Employees will not be reimbursed for travel from and to their private residence.
- 11.23C Employees may apply for and receive mileage reimbursement at the approved Internal Revenue Service (IRS) rate when traveling on official business to and from one District location to another District location.

## **Article 11.24**

**Mileage rate authorization procedure:** An employee required to use a personal car on District business shall be compensated at the rate per mile established by the IRS as appropriate for business use of a private vehicle. The rate will be timely adjusted whenever needed to keep it contemporary with the latest IRS regulations. Mileage will be authorized and validated by the proper administrator in accordance with the budget and the established policies and regulations of the District.

## Article 11.25

**Other expenses:** Reimbursement and/or advances for authorized expenses incurred in performing services to and for the District will be made in accordance with the policies and procedures of the District.

## Article 11.26

### Insurance and employee protection:

#### 11.26A

- i. **General liability insurance:** The District shall provide liability insurance protection (Article 11.26A ii) for each employee covered by this Agreement in case of suit, action, or claims against the employee and/or District arising from or out of the employee's performance or failure of performance of duties as an agent for the District, provided that the District shall not be obligated to provide liability insurance protection or defend employees in connection with an employee's gross negligence, intentional or wanton misconduct, or knowing violation of law or criminal act; further, provided that the employee agrees to give notice as soon as possible to the human resources department of any such suit, claim, or action brought against said employee.
- ii. Policy limits are one million dollars combined single limit bodily injury and property damage liability protection. The Association may request and will be provided information from the District for the coverage year.

#### 11.26B

- i. **Authorized level of force by employees:** An employee is authorized to use force, but no more force than shall be necessary, upon or toward a student or other person on or around school premises, whenever such employee is about to be injured, or when the employee lawfully comes to the aid of another about to be injured, or to prevent a malicious trespass, or other malicious interference with that real or personal property which lawfully is in their possession, in the possession of another employee or student, or upon school premises.
- ii. **Legal counsel provided by the District:** The District shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of their proper exercise of that force authorized in this article, or in other District regulations. Furthermore, the District shall assist an employee in obtaining counsel to represent them when they have been assaulted in or around the school premises, or as a result of their performing their professional duty.

#### 11.26C

- i. **Teacher transportation of students not required:** A member of the bargaining unit shall not be required to transport a student in their personal vehicle, except in a medical or emergency situation or as an identified component of a paid extracurricular program activity assignment (see Chapter 13).
- ii. **Voluntary nature of transportation of students to sponsored/sanctioned activities District auto policy provided:** An employee may of their own volition choose to transport a student to a sponsored or sanctioned activity away from a school that is an extension of the District's curriculum program(s), a school building's operations, or the District's extracurricular program(s). During such

expeditions the employee will be covered by an excess business automobile liability insurance policy maintained by the District for the protection of employees and volunteers as they may provide transportation in their personal vehicles for the students of the District.

- iii. **Informed consent of employees transporting students:** District and building administrators shall be responsible to advise each employee verbally and in writing at least once each year of the nature of the liability they assume in transporting students. Specifically:
  - a. **Identified statutory minimum requirements:** Current minimum financial responsibility limits required of every citizen by Washington State law (RCW 46.29.490), are \$25,000/\$50,000 bodily injury and \$10,000 property damage and that each passenger transported in a private vehicle is provided a seat and a proper safety restraint (seat belt). Any employee transporting a student should comply with the law.
  - b. **Employee's policy is primary coverage:** The employee's personal automobile insurance is the primary insurance coverage in the event of an accident and a claim/judgment made against the employee.
  - c. **Limits of District's liability coverage:** The District's business automobile liability insurance of one million dollars is utilized after the maximum limits of the employee's personal vehicle liability coverage are exceeded. The District's coverage does not include restoration of damages incurred to the employee's vehicle.
- iv. **Requirements of paid extracurricular program student transportation situations:** If the District plans to require an employee specifically employed to sponsor/supervise an extracurricular/co-curricular activity, to provide a certain measure of transportation of students as a necessary component of the assignment, this information will be communicated in writing on the supplementary contract and brought verbally to their attention at the same time the contract is to be signed. The District will clearly stipulate the amount of transportation required and any specific conditions that need to be observed by that employee in that specific portion of their assignment.

**11.26D Personal property loss and damage:** The District or its insurer(s) will reimburse the member, as obligated by statute, for loss or damage of not less than ten (\$10) dollars or more than two hundred fifty (\$250) dollars to personal property caused while such employees are engaged in (1) the maintenance of order and discipline, or (2) the protection of school personnel, school property, or students.

Only personal property being used for District purposes will be covered. Use of personal property must have approval of the employee's supervisor. Personal clothing, accessories, and health aids, such as glasses, contact lenses, and hearing aids, damaged in the course of maintaining order will be covered.

The District shall promulgate reasonable rules and regulations outlining the procedures and documentation needed for payment of a reimbursement claim. Those rules shall be governed by the following provisions:

- i. The use of an employee's personal equipment for instructional purposes must have the prior written approval of the employee's supervisor.
- ii. Loss or theft of cash will not be reimbursed.

- iii. Theft or damage to personal property must have occurred while the personal property was being used for District purposes or providing the teacher exercised reasonable care to protect the personal property when not in active use.
- iv. The employee must report the theft or damage to the appropriate law enforcement agency within forty-eight (48) hours of knowledge of the incident, and provide a copy of the report to the supervisor within ten (10) days.
- v. The employee must submit to the supervisor within ten (10) days of notice of occurrence, a proof of loss and claim reimbursement form and attach:
  - a. Any receipts or cost estimates that explain the amount being claimed
  - b. A statement of how the damage occurred, and
  - c. A copy of any insurance statement showing the deductible
- vi. The employee must exhaust their own insurance recovery possibilities before being eligible for reimbursement from the District. If the employee does not have insurance coverage, reimbursement shall not exceed two hundred fifty dollars (\$250), or the actual cash value, whichever is less.
- vii. Reimbursement claims shall be filed for amounts not less than ten (\$10) dollars, but not more than two hundred fifty (\$250) dollars for each loss.
- viii. Repair and replacement costs shall be based on the most current and available estimate of current value, rates, and/or prices.
- ix. Reimbursement of employee claims will be paid upon approval. The amount of reimbursement, up to a maximum of two hundred fifty (\$250) dollars, depends on the number of claims filed with the District.
- x. When an employee's automobile, which is used for commuting to and from work, but not for District purposes, is damaged while parked on school property, claims will not be reimbursed.

11.26E

- i. **Industrial accident:** It is recognized that the payments received as compensation by an employee injured on the job under circumstances bringing them within the coverage of the Workmen's Compensation Act of the State of Washington are less than the regular wage payments received by the employee.
- ii. In case of any on-the-job disability which is covered by State Industrial Insurance under the Workmen's Compensation Act of the State of Washington, the employer will pay to such disabled employee out of their accumulated sick leave, an allowance equal to the difference between the State Workmen's Compensation benefits and the employee's regular gross pay, less statutory deductions, beginning at the time of disability and continuing until the accumulated sick leave entitlement is completely expended. If the employee is still disabled after their earned sick leave allowance is expended, the employee will revert to only the pay coverage afforded by State Worker's Compensation Insurance.
- iii. In order to receive benefits under this Article, employees may be required at the discretion of the employer to submit evidence, in writing, from a duly licensed medical examiner that, in the opinion of the examiner, the employee was physically unable to return to work on the day for which benefits are claimed.



11.26F

- i. **Emergency procedures:** Each site staff, under the leadership of the principal, shall establish emergency procedures in which staff are able to communicate with the principal/supervisor about a situation that is potentially volatile. These emergency procedures will also include methods for providing rapid assistance in emergency situations when a potential for physical harm to an employee is evident. These provisions shall be communicated to all staff members and published in a staff handbook or similar document by the opening day of school.
- ii. **Assault upon employee:** Any case of assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee. The employee's supervisor shall immediately report the situation to the administrator of human resources. The District will counsel with the employee on the legal rights and alternative courses of action available to the employee. If there appears to be a conflict of interest, the conflict will be identified, the District will advise the employee, and the employee has the option to seek legal counsel elsewhere. 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 to the extent necessary to offset the difference between net benefits and net take-home-pay for up to thirty (30) calendar days.

The administration shall inform a student's teachers of any disciplinary actions, criminal or violent behavior, or other behavior that indicates that the student could be a threat to the safety of the educational staff or other students.

- iii. **Assault reporting and legal:** In those situations where criminal charges arising out of employment have been filed against an employee where it is mutually determined appropriate and there is no conflict of interest, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if they are found innocent of the charges.

11.26G **Social media:** In the event that the District is made aware, through the report of an employee or other sources, that a social media or other website is being used to impersonate or defame a member of the bargaining unit, the Association and District agree that the employee(s) will be provided with notification of the report within two (2) business days unless there are specific reasons for delaying such notification relative to the efficacy of an investigative process. The District will follow policies and practices as they relate to the investigation and response to inappropriate use of technology.

11.26H **Student personal property:** Each teacher is expected to maintain a positive instructional environment in their classroom/activity area. In order to maintain a positive instructional environment, it may be necessary from time to time for a teacher to assume transitive possession of a student's personal property, or District issued device. When assuming transitive possession, the teacher shall take reasonable precautions to protect the student's personal property until it can be returned to the student. If, in the judgment of the supervisor/principal the teacher takes reasonable precautions to protect the student's personal property, and after consultation with the superintendent/designee, the District will defend the teacher from being financially liable (culpable) for the loss or damage of a student's personal property held in transitive possession. This defense is not applicable if in the supervisor's/principals and/or superintendent's/designee's judgment, the teacher is negligent, or acted for conversion, or acted in a malicious manner.

The supervisor/principal will make every reasonable effort to discourage students from bringing personal property to school that is not pertinent to their instructional assignments. Each supervisor/principal shall establish procedures that teachers will follow when assuming transitive possession of student's personal property or District issued device until such property is returned.

## **Article 11.27**

- 11.27A The District will utilize on behalf of a SEBB-eligible employee's payroll deduction procedures for the purpose of making direct payment of premiums of group insurance and optional benefits as are mutually determined by the Association and the District, through the joint insurance committee.
- 11.27B **District's contribution:** The District will provide the state's contribution for each calendar month for each SEBB eligible employee covered by this Agreement.
- 11.27C **Mutual determination of benefits for all employees:** The District will remit the premium for group insurance on behalf of all eligible employees, including optional benefits as may be mutually determined by the Association and the District, through the joint insurance committee. Optional benefits (including carriers and rates) available to all employees of the bargaining unit shall become the subject of study by District and Association representatives. The final optional benefits selected—or any proposal for an alteration in benefits or rates during the life of the Agreement—shall be a subject for bargaining between the District and the Association pursuant to Chapter 41.59 RCW. It is understood by the District and the Association that any costs incurred for any benefit(s) in excess of the total basic contribution afforded each employee by the State will be assumed by the employee.
- 11.27D Optional benefits shall remain in place unless SEBB established policies and guidelines do not permit. Other optional benefits may be offered if mutually agreed by the District and the Association, through the joint insurance committee and in accordance with SEBB-established policies and guidelines.

## **Article 11.28**

**Statutory payroll deductions:** Funds shall be withheld from the earnings of employees in accordance with federal and state laws and regulations for the purpose of income tax provision, Medicare taxes, Social Security taxes, retirement, and industrial accident medical premiums. Funds so withheld will be transmitted to the appropriate governmental agency in accordance with agency datelines.

## **Article 11.29**

### **Voluntary payroll deductions**

**Range of authorizations and timeline:** Employees may authorize the District through written authorization to assign funds from the employer's contribution to group insurance programs or to deduct funds from their earnings amounts for the payment of insurance premiums, dues and assessments, annuities, and other appropriate group deductions. The signed authorization form must be processed through the appropriate department prior to the payroll cut-off date each month, unless otherwise provided, for the deduction to be made from the current monthly earnings.

**Open period in voluntary program:** The open period for enrollment in voluntary group insurance program(s) is subject to the particular rules and regulations of The School Employees Benefits Board (SEBB) as well as IRS guidelines. An employee's participation in such a program shall be subject to such limitations and neither the District nor Association will be liable for obtaining an alteration from the carrier in their regulations for the benefit of an employee.

**Specific programs:** The Association acknowledges that the District incurs costs from the data processing procedures and labor costs necessary in providing payroll deductions. To place limits on the costs incurred in the processing of authorizations for which payroll deductions can be made, the following authorizations have been mutually selected by the parties:

**Voluntary Deductions:**

- i. Savings Deductions
- ii. SEBB Medical Insurance
- iii. SEBB Supplemental Long-Term Disability
- iv. SEBB Dependent Care Assistance Plan
- v. SEBB Flexible Medical Spending Account
- vi. District-Approved Personal Long-Term Care Insurance
- vii. 457 Deferred Compensation
- viii. 403(b) Annuity and/or Roth
- ix. District Approved Charitable Contributions

**Article 11.30**

The Basic Contract Certificated Staff (Appendix A) shall specify one hundred eighty (180) days of service to be compensated as provided in the Vancouver Professional Salary Schedule (Appendix C). The number of days in the basic contract will be increased for any additional state funded in-service days.

An additional two (2) days of mandatory service is provided to teachers for administrative essential activities to open and close the school year or semester.

Exception: Certain employee classifications with several days of mandatory extended year service are normally provided by a supplemental contract. Any administrative essential days to be allowed for opening or closing school will be incorporated into the total days of a supplementary contract.

No District-wide meeting will be scheduled on the workdays immediately preceding the first student attendance day and the day between semesters. These days are provided for the specific purpose of opening school and changing semesters.



# Certificated Employee Special Project Proposal

Appendix M

Name:

Building:

Phone:

Address:

Date:

## Special Project Criteria:

- Teachers in their final two years of employment with the District are eligible to propose a special project of up to forty (40) hours duration to be performed outside of the contracted work day.
- Special projects are those which allow the teacher to apply their experience and knowledge to undertake a project which will have future value to the school district.
- Teachers may also request project proposals from the principal and/or central office.
- The proposal must contribute to the District's mission and school improvement.
- Projects will be discussed with and endorsed by the principal and approved by the central office.
- Special projects are compensated at the teacher's per diem rate on a supplemental contract upon completion of the project.

Project Title

Description of the project (stated objective, work to be accomplished, expected outcomes):

Identify how this project will contribute to the District's mission or school improvement:

Explanation of time commitment (number of hours):

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Administrator Endorsing Signature

\_\_\_\_\_  
Date



## **CHAPTER 12: TRI and Professional Development Activities**

**Concept:** The TRI program of the Vancouver School District has as its primary objective the enhancement and enrichment of basic education programs for students, including Enrichment TRI and Professional Learning (PL) TRI.

- Enrichment TRI are duties explained in Article 12.1
- Professional Learning (PL) TRI days are explained in 12.4 TRI/State Mandated Professional Learning Days.

### **Article 12.1**

The following list contains the standard expectations of a professional educator. Until the State more clearly defines the contract expectations, these duties will be compensated by the combined base and TRI salaries.

The professional educator: The expectations below are derived from State or local evaluation criterion and a job description's essential functions.

The professional educator:

- Mandatory training modules (Safe Schools)
- Curriculum night and open house events
- IEP meetings and other professional group meetings
- Professional meetings
- All duties required for preparing classrooms to open the school year and complete check out at the close of school year
- Active participation in professional learning communities, school improvement planning and other building professional activities
- Activities required to be proficient in TPEP or Local Evaluations
- Activities connected to evaluation program (e.g. conferences with evaluator, student growth, professional growth)
- Data collection and entering data into recordkeeping systems
- Report cards, progress reports, and grading
- Staff and department/grade level meetings
- Parent conferencing – Sixteen (16) hours of parent conferencing are part of the TRI duties. Parent or teacher requested conferences at other times of the year may occur as necessary and/or requested
- Professional learning (PL) TRI days as described in Article 12.4
- Any other essential functions included on job description
- Additional enrichment activities that are otherwise non-compensated

### **Article 12.2**

12.2A The supplemental contracts will be for one (1) year and not subject to the continuing contract provisions (RCW 28A.405.240).

12.2B The funding of TRI responsibilities is subject to funds available from local sources and other funds allocated outside of the Basic Education Act (BEA) program. Professional Learning (PL) TRI is subject to State funding for Professional Learning (PL) days.

12.2C Part A of the Time, Responsibility, and Incentive (TRI) Supplemental Contract (Professional Learning Days) will be paid out in the October payroll, Part B TRI amounts as reflected in Appendix E shall be paid payable in twelve (12) equal increments.

- 12.2D The Association and the District recognize that the responsibilities listed in Article 12.1 may involve, due to circumstances, excessive amounts of time. In this regard, the District will exercise reasonable discretion in its expectations of employees, and the Association has the right to meet with the principal and/or central office administrator to resolve unreasonable situations, special events, etc.

### **Article 12.3**

- 12.3A Time: A TRI activity may occur (1) prior to and/or following the one hundred eighty (180) day basic education school year, OR (2) outside of the normal on-site seven and one-half (7 ½) hours outlined in Article 10.5B.
- 12.3B Location: A TRI activity may be carried out "on-site" or "off-site" as is reasonably appropriate for a particular activity.

### **Article 12.4 TRI/State mandated Professional Learning (PL) Days**

- 12.4A For the duration of the contract, three (3) eight-hour (8 hour) days shall be provided for professional learning (PL) connected to starting the school year, school improvement plans, and state, District and building initiatives.

Each school year, two (2) PL days (TRI/pre-duty) will be held within the week prior to the first day of school as determined by the District. These days may be divided as determined by the SBLT. This one (1) day will be developed by the building or program administrator. The second day will be focused on state, District and building initiatives. These Professional Learning Days will be paid eight (8) hours per day at the hourly per diem rate and paid in the October payroll cycle.

The third day will be focused on state, District, and building initiatives and will be held on the October in-service day. This third Professional Learning Day will be paid eight (8) hours at the hourly per diem rate and paid in the December payroll cycle.

Employees shall complete the third day in person on the October in-service day.

- 12.4B Educators assigned to multiple buildings shall participate and sign-in at the buildings in which they have the greatest percentage of their contracted time. These educators may decide, in collaboration with the building and, if applicable, program administrators, which school offering would be the most beneficial for the educator to attend.

Special services may provide training specific to the needs of educational staff associates or special education teachers. In this case, special services will work collaboratively with building administrators.

- 12.4C Part-time staff are expected to participate and sign-in for all of the TRI/State Mandated PL days for the full eight (8) hours and will be compensated at their per diem rate for the difference between their contracted FTE and eight (8) hours.

### **Article 12.5: Enrichment TRI consideration for employees who are part-time and/or on leave:**

- i. Employees who are part-time or who do not work the full school year will be compensated proportionately. When TRI contract revisions happen that cause an



overpayment, overpayment will be repaid by the employee in the remaining installments where pay is available. If no pay is available the employee will refund the District in full by check within thirty (30) days of notification of overpayment following a mutually agreed upon repayment plan.

- ii. **Part-time or hired after the contract year begins:** Employees who are part-time or who are hired for a portion of the school year will receive a prorated amount of Enrichment TRI compensation (e.g., a .8 FTE receives .8 of the Enrichment TRI compensation; an employee hired on the ninetieth (90<sup>th</sup>) school day receives one half (90/180) of the Enrichment TRI compensation). An employee's Enrichment TRI entitlement will be adjusted for FTE changes in the pay cycle following the FTE change. Employees who enter pay status after the first student day of the year, or who depart prior to the last student day of the year, are entitled to Enrichment TRI time for each month in which they work a majority of the scheduled workdays. Unique circumstances will be referred to the human resources department for resolutions.
- iii. **Long-term leave:** Employees who are on long-term leave and where a long-term replacement substitute is assigned shall meet with their building or program administrator to determine a division of the Enrichment TRI payment for the period of time absent prior to the employee going out on leave. The Enrichment TRI Reconciliation form (Appendix F) shall be used to record the division of Enrichment TRI compensation, if any. If no agreement is reached the superintendent's designee shall determine a fair division after consulting with the Executive Director of VEA.

When a long-term substitute is available, employees shall meet with their building or program administrator to determine their Enrichment TRI responsibilities while out on leave. Enrichment TRI payments will be adjusted to reflect the proportion of the Enrichment TRI responsibilities the employee agrees to perform. The Enrichment TRI Reconciliation form (Appendix F) shall be used to record the reduction of Enrichment TRI compensation, if any. If no agreement is reached, the superintendent's designee shall determine a fair division after consulting with the Executive Director of VEA.

## **Article 12.6: Professional development program**

### **General administration of the professional development funds**

- 12.6A **Concept:** The District and the Association recognize the imperative that teachers and educational support personnel be life-long learners. To meet this need, each employee must have access to a continuous cycle of professional development, strategically planned to embrace subject matter knowledge, essential learning, pedagogical practices, personal and professional growth, continuous certification, and District goals and priorities. The District recognizes the role clock hours have and shall work with administrators to provide clock hours for professional learning where appropriate.
- 12.6B A continuous cycle of professional development will begin with the employee's self-assessment. Professional development needs identified through this process will be reviewed by the employee's supervisor and form the basis for a plan tailored to individual needs and goals. Individual professional development needs will be made available to the human resources department. The human resources department will use the information to assist in identifying specific opportunities to satisfy the needs of employees across the District and to determine whether the plan complies with the District's professional

development guidelines. Funding of professional development needs may, consistent with Article 12.10B and 12.11, be from the employee's individual professional development funds or from other funds made available by the District.

#### **Article 12.7: Individual professional development funds – Appendix E**

- 12.7A The District will provide a basic allocation of one thousand dollars (\$1000) each school year covered by this CPA for professional development activities for each FTE. This amount, subject to the availability of funds, is in addition to funding for other TRI categories listed above.
- 12.7B Professional development funds will be made available to assist each employee in professional growth activities such as, but not limited to, the following:
- i. Unique individual development needs by the selection of specific course work, attendance at workshops, conferences, and/or,
  - ii. By obtaining training/instruction in a specific instructional skill or knowledge of a curriculum area through merging of their funds with other employees' funds in order to provide for a building staff cooperative workshop
- 12.7C The District will provide the Association with an annual written program performance report summarizing the professional development fund to include total participants, residual funding percentage, and amount of funds remaining (if any) after the residual pay out.
- 12.7D The program year for professional development is July 1 – June 30. The District will provide written notice to all certificated employees that claims for professional development that will be completed by June 30 are to be submitted by July 10 for payment against the one thousand dollars (\$1000) basic entitlement and any residual amount.

#### **Article 12.8: Courses/Seminars applicable to extended day activities**

- 12.8A Directors and advisors assigned to extended day activities may apply for professional development funding of courses and seminars or clinics related to their extended day assignment listed in Appendix E. Approval by the employee's immediate supervisor and the superintendent/designee will be conditional on whether the requesting staff member has, in the judgment of the District, met their professional growth obligation relative to their present assignment for the current school year. In the event the District or the District's designee denies professional development, they will document the reason for such denial to the employee upon request.
- 12.8B Funding for a course or seminar is further restricted as follows:
- i. A maximum reimbursement of one thousand dollars (\$1,000) for a school year

#### **Article 12.9**

- 12.9A **General provisions:** The Board of Directors will continue to hold the right and responsibility to exercise full control over the formulation of basic policy decisions that pertain to the study, maintenance, and alteration of all curriculum and instructional matters, including overall plans for staff in-service development goals and programs in the District. The District and the Association also recognize that changes in student enrollment patterns and the community's expectations for alterations in the kind and quality of the education

programs will require the acquisition of new knowledge and skills by the teaching staff and by their certificated support staff.

- 12.9B Because the individually designed professional development program receives tax-free status, it is important that certain guidelines and restrictions are adhered to in order to maintain such status.
- i. A maximum reimbursement of one thousand dollars (\$1000) for a school year.
  - ii. Verifications of participation/completion (e.g., certificate of completion, clock hour form, grade report) must be submitted and maintained
  - iii. Individuals may only utilize funds in such a way as to receive direct benefit
  - iv. Funds cannot be donated to another individual for participation
- 12.9C The District will make every reasonable effort to identify in official publications the areas of the District's curriculum and instructional program that will require new knowledge and skills, and positions where personnel shortages are contemplated. This information will assist an individual in formulating their individual professional development proposal for presentation to their evaluator and the superintendent/designee.

## Article 12.10

- 12.10A **Basic understanding:** The parties agree that in addition to career growth, and new and emerging skills and knowledge, the professional development program should also support:
- i. Retraining of currently employed staff to enable them to continue employment with the District if a program is being phased out and/or a teacher is working outside their area of academic preparation
  - ii. Updating teachers to provide effective service to students in the present or in a revised curriculum program as may be adopted by the District
  - iii. Maintaining certification
- 12.10B **Teacher assistance:** An individual may be required to participate in a particular professional development opportunity if there is abundant evidence that such involvement is critical to improvement of the professional performance of their current assignment and/or they are placed on formal probation or is at "high risk" for probation. These costs may be charged to the individual professional development funds.
- 12.10C **District directed training:** The District may direct up to eight (8) hours per year of professional development training for which the employee will be reimbursed at their per diem rate from the basic allocation. Such training will be communicated no later than the close of the prior school year so that employees may appropriately plan for their remaining expenses. Any additional training would be subject to payment from other sources and would be scheduled in coordination with the Association and with alternative provisions to accommodate employees who cannot attend at the scheduled time.

## **Article 12.11**

**Individual professional development funds:** The District will allocate individual professional development funds in the described amounts. Certificated employees may participate on a voluntary basis, and may access these funds in accordance with the provisions in this chapter. An individual's professional development basic allocation will be encumbered and paid in the order applications are received from the individual. It is the individual's responsibility to contact professional development to cancel a previously approved application and request the funds be applied to a different application.

### **12.11A Reimbursement levels:**

- i. Each full-time teacher on a provisional or continuing contract may receive up to the basic allocation for each school year covered by this CPA of professional development funds. These teachers are also eligible to be reimbursed for expenses beyond the basic allocation, but not to exceed two thousand five hundred dollars (\$2,500) from any residual funds not encumbered after the last day of June. Such residual funds will be distributed proportionately after all initial claims have been processed with any amount over the basic allocation restricted to District approved college and university programs and coursework. An exception to the use of residual funds for reimbursement of workshops and conferences may be made for education staff associates who require such professional development (in lieu of credit hours) for required re-certification, which cannot be accomplished through university course work. The formula will be a percentage based on total residual funds relative to total approved expenses beyond the basic allocation. The District will have the discretion to make payouts beyond the residual two thousand five hundred dollar (\$2,500) limit when residual funds are available.
- ii. Teachers on one (1) year appointments may receive up to the basic allocation for activities taken and completed by the last student day of the school year.
- ii. Teachers who are part-time for 0.4 or greater FTE will be eligible for an amount of professional development equal to the basic allocation. Teachers employed less than 0.4 FTE and teachers on terminable substitute appointments, do not receive professional development funds.

### **12.11B Expenses which qualify for reimbursement may include any combination of the following:**

- i. Registration fees, credit fees, textbooks, and materials for approved relevant courses, workshops, conferences, and seminars; and approved relevant subscriptions to online libraries for self-directed professional development which are directly related to the employee's work.
- ii. Mileage and lodging are reimbursable when the activity requires travel of fifty (50) miles or more from the official worksite or residence (whichever is closer). Meals are reimbursable when the activity requires travel of fifty (50) miles or more from the official worksite and there is an overnight stay.
- iii. Payment of a substitute teacher in order to observe another classroom or to attend approved conferences, workshops, and seminars that can only be taken during student attendance days. Such activities should occur during midweek days when substitute demands are at lower levels.
- iv. Payment to oneself to attend courses and workshops that are contracted for and presented by the District. Such payment is at the employees' hourly per diem rate

and may only be applied to hours outside the eight-hour (8) workday. Residual funds may not be used for this purpose.

- v. Payment for oneself to attend professional learning courses and workshops that are co-sponsored by the Association and the District. Such professional learning courses and workshops shall be approved for clock hours by the District, in line with the clock hour request process. District facilities as available will be provided for such courses at no cost to the Association. Evaluations for such courses will be reviewed and the District clock hour committee will determine if professional learning courses and workshops may be offered repeatedly. Such payment is at the employees' hourly per diem rate and may only be applied to hours outside the eight-hour (8) workday. Residual funds may not be used for this purpose.
- vi. Payment to oneself to attend State Association (WEA) summer professional learning courses and workshops approved by the District as district-sponsored. The Association may submit requests to the District Professional Development Director for consideration to become a District-sponsored professional learning opportunity. The request shall be submitted at least thirty (30) days in advance of the activity or prior to June 15 whichever comes first. If approved as District sponsored, employees shall submit an out-of-district professional development application for approval and if approved, follow the out-of-district reimbursement process. Such payment is at the employees' hourly per diem rate and may only be applied to hours outside the either-hour (8) workday. Residual funds may not be used for this purpose.
- vii. Fees for NBPTS candidacy will be reimbursable upon submission of portfolios and completion of testing.
- viii. Cost associated with acquiring or renewing a professional organization membership related to current or anticipated certification beyond those available through association membership (e.g. National Education Association and Washington Education Association).

#### **12.11C Restrictions on the use of professional development funds:**

- i. The Association and the District agree that teachers should generally be in the classroom on student attendance days. However, it is recognized that there may be professional development opportunities which the District determines to be of particular value to the educational program and objectives which can only be attended on a student attendance day. In such case, the District will give consideration to the training request.
- ii. Employees may be reimbursed from the residual fund based on the formal outlines in Article 12.11A i., for college/university coursework, appropriate costs associated with professional certification, completion of District initiated programs (e.g., literacy certification), and for the expansion of endorsements. The District may grant exceptions in the use of residual funds to allow certificated employees to participate in workshops or conferences that are of particular value in responding to significant District needs.

Employees may also elect to combine a current and subsequent year basic allocation to provide an amount not more than two times the base for attendance at an approved conference, workshop, or professional growth activity. In acting on such requests, the District will consider the relationship to District needs, expected

return on investment from participation in the workshop, duration and time of the workshop, frequency, and volume of workshop requests.

- iii. Applications should be submitted at least ten (10) working days in advance of the professional development opportunity to allow for processing and prior approval by the human resources department. Applications involving travel outside of Oregon and Washington should be submitted at least twenty (20) working days in advance to allow time for District action. Exceptions to the time may be granted at the discretion of the human resources department. Professional development requests for a given school/contract year, must be submitted by June 15.
- iv. Requests that involve travel outside Oregon and Washington will be considered based on special circumstances and for special needs. Approval will give consideration to situations where comparable training is not available locally and in which:
  - a. the employee is involved in a conference presentation
  - b. the employee is a national officer in the sponsoring organization
  - c. the conference is part of a larger special program or grant
  - d. other special situations
- v. Reimbursements are subject to presentation of original receipts including activity details (title, dates, location) and payment received for all expenses and verification of participation/completion (e.g., certificate of completion, clock hour form, grade report). The claim for expenses should be submitted within ten (10) working days of completion of the professional development opportunity and no later than June 30 of the present school year. The District will generally process the reimbursement no later than the financial cycle following submission of a properly completed expense claim.
- vi. Teachers are responsible for canceling professional development applications that were approved but not subsequently completed by the teacher. Because only the professional development basic allocation provided of one thousand dollars (\$1,000) for each school year covered by this CPA of approved professional development is considered to be funded, any approved application for additional expenses is computed at the residual rate. Therefore, if an approved application is on file, subsequent applications will be subject to residual funding unless the earlier application is canceled on or before the last day of June of the contract year.
- vii. In the event that the District elects to cancel an employee's participation in a professional development opportunity for which the District had previously given approval to the employee, the District will reimburse the employee for any expenses which cannot be otherwise covered.
- viii. A teacher may not be reimbursed from professional development funds for both an hourly stipend and college tuition. This restriction does not apply to clock hour or college credits paid for by a block process (i.e., clock hours purchased from the ESD by the District, credits funded by grants applicable to special programs such as Limited English Proficiency (LEP) and Title, etc.)
- ix. Teachers are responsible for all professional development expenses not approved by the District, or which exceed the basic allocation. This restriction does not apply to professional development funded out of sources other than the individual professional development funds.

- x. Professional development requests that are initially disapproved by a building administrator may be appealed to the administrator of human resources. The administrator of human resources will consult with the other appropriate staff directors and make a final decision on the request. Requests that are approved by the building administrator but disapproved by the administrator of human resources may be appealed to the superintendent who will make a final decision.
- xi. In the event the District or the District's designee denies professional development, they will document the reason for such denial to the employee upon request.

## **Article 12.12**

### **District and Building-Based Mentorship**

In an effort to support educators new to the profession and/or new to the District, the District shall provide District-based mentoring.

If educators are in need of additional support, evaluators may request support from the Director of Professional Development.

Mentors shall not share evaluative feedback with the mentee's evaluator.

**Induction training for new certificated staff:** The District shall develop a specific training program (dates, topics, instructors, etc.) for all certificated staff who are new to the District in a given year.

12.12A The Association shall have the opportunity to provide input on all aspects of the training program, and the District shall give full and responsive consideration to the Association's input.

12.12B The District and the Association agree that student contact time is critical to the development and transition of new certificated staff. Therefore, the District shall attempt to schedule trainings for non-student times (e.g., prior to the school year, Saturdays, or evenings).

12.12C Participation in new certificated staff training is mandatory. In unique or hardship situations, the District may excuse an individual from a scheduled training session, providing alternate arrangements can be made for delivery of the training.

12.12D Certificated staff members in their first contract year with the District will be compensated for such training, which occurs outside the student attendance time at the per diem rate for the first level and step of the pay schedule.

12.12E When possible, a school-based volunteer colleague mentor will be asked by the building or program administrator to support new educators and new to VPS educators with operations specific to that school or program.

## **Article 12.13**

**Mandatory training outside the contracted work-year:** Any mandatory training that is only offered outside of the one hundred eighty (180) day school year, exclusive of District directed preschool year professional development in-service days, shall be paid at the hourly per diem rate.

## Article 12.14

**Professional development program review:** In the second half of each school year, the Association will have the opportunity to participate in a review of professional development program planning for the subsequent school year and to make recommendations regarding the content of the program.

## Article 12.15

**Retraining:** Recognizing the value of retaining employees knowledgeable of Vancouver School District and the Vancouver community, the Association and the District are committed to reasonable and available methods of retraining employees for available vacancies who would otherwise be subject to layoff. It is understood that the employee(s) must be willing and able to acquire the necessary qualifications/certifications in a time period that allows for placement of the employee in a new, available position for which they are then qualified. The time period for retraining would be extended up to two (2) years when layoffs are based on program decisions within the control of the District as opposed to financial loss. Employees in retraining to avoid layoff will be given first priority in accessing residual funds. To the extent that professional development funds remain after payout of the residual, such employees will receive additional reimbursement up to the cost of training or the amount of funds available.

## Article 12.16

### 12.16A Professional learning community **early release days:**

Thirty-one (31) Mondays during the school year calendar will be a forty (40) minute early release schedule. The early release time will be dedicated to professional learning communities using the DuFour professional learning community (PLC) model.

### 12.16B The specific work for all thirty-one (31) days shall be guided by any of these four questions:

1. What do we want our students to learn?
2. How will we know that they have learned it?
3. How will we respond if they didn't learn it?
4. How will we respond if they already knew it?

Teachers' participation will include meeting with colleagues of the same courses, content area, and/or grade levels to address any of the four (4) questions. Depending upon a given session's agenda, the work may include developing common formative and summative assessments, and/or sharing student work and data with their PLC Team.

Administrators' participation may include observation of PLC meeting time as well as access to meeting agenda when requested.

The powerful collaboration that characterizes professional learning communities is a systematic process in which teachers work together to analyze and improve their classroom practice. Teachers work in teams, engaging in an ongoing cycle of questions that promote deep team learning. This process, in turn, leads to higher levels of student achievement. (Ed. Leadership, May 2004)

### 12.16C A PLC advisory committee shall meet quarterly (a quarterly meeting can be cancelled as mutually agreed upon at the VEA Labor Management Meeting) to review the PLC process.

Members shall consist of the following:



- One (1) ES Teacher, and one (1) ES Administrator
- One (1) MS Teacher, and one (1) MS Administrator
- One (1) HS Teacher, and one (1) HS Administrator
- One (1) VEA Representative, and one (1) District Representative
- One (1) SPED Teacher, and one (1) SPED Administrator



## CHAPTER 13: Special Assignments under Supplemental Contracts

### Article 13.1

**Non-compensated basic responsibility for student activities:** All educators, as professional staff members of faculty, are expected to provide a certain measure of professional services that will contribute to the activities program, to the guidance program, and to the good climate and efficient operation of their school without additional compensation beyond that provided in their Certificate Employee – Basic Contract on the Professional Salary Schedule.

### Article 13.2

**Supplemental contracts required:** The District and the Association acknowledge that state statute RCW 28A.67.074 provides that, "No certificated employee shall be required to perform duties not described in the contract unless a new or supplemental contract is made, except that in an unexpected emergency the Board of Directors or school district administration may require the employee to perform other reasonable duties on a temporary basis," and further, that, "no supplemental contract shall be subject to the continuing contract provision of Titles 28A or 28B."

### Article 13.3

- 13.3A **Supplemental contracts issued for special assignments:** Therefore, annually, any teacher requested to perform a duty not normally assigned teachers will be issued a supplementary contract stipulating the duties to be performed in that special assignment and the compensation to be paid, and which the educator has agreed to accept for the coming year. The contract form is attached in Appendix D, and made part of this Article by reference.
- 13.3B **Selection and assignment of personnel to special activities:** District and building administrators responsible for selecting staff for special assignments (both paid and unpaid) must make every reasonable effort to see:
- i. That the duties of non-paid special assignments parallel the responsibilities as outlined in WAC 180.44.010.
  - ii. That the special assignments are equitably distributed among the staff so each faculty member carries their fair share. If the building principal and a majority of the teachers in a building approve, the Association faculty representative shall not be assigned extra duties.
  - iii. That equal opportunities are to be extended to staff to obtain compensated special assignments requiring a teaching certificate. The order of consideration for the selection of individuals to obtain the services of the best-qualified people for paid special assignments shall be first within the building, second within the District, and third outside of the District. The human resources department shall provide the opportunity for each certificated staff member to declare their interest in assignments. A list of interested candidates for the District will be provided to each principal to be utilized in filling positions when no qualified certificated staff member is available from the building.
  - iv. That the preferences of the certificated staff members for particular assignments are considered in making assignments.

- v. That the procedures for the selection and assignment of individuals to special assignment vacancies are made known in writing.

13.3C The District will provide the Association members with the opportunity to be considered for coaching assignments. The human resources department will post such assignments for a period of five (5) working days and will refer qualified candidates to the building principal either in advance of or along with non-Association candidates.

#### **Article 13.4**

**Consideration in determining compensation for special assignments:** Special assignments cannot always be equal. Certain extended assignments make time demands beyond the usual requirement of all teachers. To compensate for the inherent imbalances in special assignments, factors such as those that follow will be considered in determining whether (1) compensation shall be paid and (2) the level of payment to be made for an activity. The factors are not necessarily listed in order of importance and/or priority:

- 13.4A The estimated median number of hours beyond the regular and required "on site" school-day hours required of all teachers and necessary for an educator to reasonably meet the demands of their specific special assignment; or the additional duty days beyond the basic contractual school year.
- 13.4B Number of teams, student participants, and adult assistants supervised
- 13.4C Degree of specialized knowledge and experience necessary for the assignment
- 13.4D Equipment and facilities supervision and maintenance responsibilities
- 13.4E Health and safety liability factors inherent in the activity
- 13.4F External public pressures immediate and/or potential
- 13.4G Environmental factors, out in weather, etc.
- 13.4H The level of payment made for a specific activity should be relevant and competitive with the "prevailing rates of pay" in effect for the same or similar activity in other comparable school districts.

#### **Article 13.5**

##### **Rates of compensation for services provided through a supplemental contract**

- 13.5A **Extra and co-curricular programs:** Services will be compensated as provided in the salary schedule of Appendix E, which is made a part of this Article by reference.
- 13.5B If a substantial change is made in the time and/or responsibilities, the District and the Association will promptly reevaluate the level of compensation scheduled for that activity and make whatever adjustments are necessary in compensation as are fair and equitable within that overall program.
- 13.5C Services are to be provided and salary payments will be made as are scheduled for each activity (Appendix E). The first payment for an activity should be paid at the end of the

starting month if the starting date is before the regular payroll cut-off date for that month as established by the Payroll Department.

13.5D **Nonscheduled and emergency mandatory hours of service:** Periodically, the District is required to mandate an employee to provide hours of services that are not and cannot be scheduled ahead of time:

- i. The inventory of the loss or damages of equipment, etc.
- ii. To provide tutorial services to a home-bound student
- iii. Attendance at a school board meeting or similar kind of meeting or hearing to provide a quality of information not possible to obtain from other sources
- iv. School review activities and meetings and similar kinds of meetings scheduled outside normal working hours
- v. To serve as an assigned mentor in formative supervision by an experienced teacher of a teacher at risk in their employment performance
- vi. Saturday school supervision
- vii. The preemption of planning period when substitute teachers are unavailable for absent teachers
- viii. These assignments will be compensated at the employees' hourly per diem rate for the number of hours stipulated by the supervisor at the time the request for service is made to the employee. Reimbursement for transportation costs will be allowed when needed at the established rate.

13.5E **Subsidiary program pay rates:**

- i. **Associated student body activities:** Certain ASB programs require the employment of officials and others to administer their operation. The rates of pay are determined in the budget established for the ASB program. Employment of a certificated employee in these programs is optional with the employee.
- ii. **Special sport or music clinics, camps, workshops for students:** From time-to-time, the District provides quasi-sponsorship for student activities entirely funded at the cost of the participants. Employment in these programs is optional with an employee. The level of compensation is entirely a matter to be determined by the director of each such program with input from the employee participants and not a concern to the Association.

13.5F **Categorically funded special purpose programs rates of pay:** From time to time the District may obtain a grant of money for a special purpose program (from the state and federal government or a foundation). The level of compensation may be stipulated within the parameters of the program as determined by the agency making the grant. When the outside agency does not establish the rate of pay, an appropriate rate established in the enhancement program will be utilized.

## Article 13.6

### Placement on special assignments salary schedule

Each individual serving on a supplementary contract for compensation will be given their proper placement on the salary schedule adopted for their specific special assignment activity. Where increment steps are provided, placement on the special assignments salary schedule will be based on the number of verified seasons or years in the activity at a commensurate level of responsibility for which the individual is issued a supplemental contract with the District.

## Article 13.7

- 13.7A **General supervision of extended programs and personnel – Building administrator’s responsibilities:** The extended programs offered in each building will be directly administered by the building principal or a specifically designated associate principal for each extended program. Administrative responsibility will include the selection of the educator to be recommended to the human resources department to operate an extended day program; approval of hours and dates for activities; and the regular appraisal of the program and personnel carrying it out. The building level administrator may call upon the appropriate District program supervisor to assist them in carrying out administrative responsibilities.
- 13.7B The building administrator assigned to supervise a particular paid supplementary contract assignment will, each year prior to the commencement of the activity, verbally inform the employee contracted for the activity what is expected of the employee in the assignment.

## Article 13.8

- 13.8A **General provisions of supplementary contract – Term:** Supplementary contracts are issued on a one-year (1) basis and expire at the end of each school year, June 30 (RCW 28A.405.240).
- 13.8B Compensation for extended year day services will be paid at per diem.
- 13.8C **Payment schedule – May 10 notice(s) of recommendation and contractual status for subsequent years:** The administrator and the teacher on a special assignment will as early as possible after the completion of a season for appraisal of services, decide whether a recommendation will be made to continue the staff in the special assignment for the subsequent school year. Normally, the designated administrator and individual(s) serving in paid special assignments will inform the other not later than May 10 of each year if there is a reasonably strong reason or possibility that either desires to make a change in the special assignment contractual relationship from the previous year.
- 13.8D **Date(s) of issue of supplementary contracts:** Supplementary contracts for special assignments will be issued as far in advance of the date when service will begin as is administratively feasible (i.e., conclusion of negotiations, etc.).
- 13.8E **Voluntary nature of paid special assignment:** Individual educators will have the right to accept or reject the offer to provide services under a supplementary contract without fear of reprisals (i.e., poor attitude in evaluation of basic contract services, assignment to least desirable non-paid special assignments, etc.). It is acknowledged by the District and Association that a qualified person must be made available in a school to serve the needs of students in the special assignment activities. The District and/or building administrator may

initiate transfers and/or reassignments within the building and/or District teaching staffs, or make other suitable arrangements to meet the needs of staffing the supplementary contract programs. The provisions of Article 7.14 will apply in making such involuntary transfers or reassignments.

- 13.8F **Distribution of supplementary contracts:** Two (2) copies of each supplementary contract shall be executed with each educator assigned to an extended program, with one (1) copy to the educator and one (1) copy to the personnel file maintained for each educator in the District human resources department.

## **Article 13.9**

### **Extended season compensation and off-site expenses**

Off-site travel and other necessary expenses incurred by an employee responsible for a student group will be reimbursed according to established District regulation for such costs.





## CHAPTER 14: Layoff, Leave, and Recall Procedures

### Article 14.1

**General:** The Association and the District agree that a stable workforce is essential to a healthy and effective organization. Towards that end, it is agreed that all reasonable efforts should be made to avoid the necessity of involuntary separations. The Association and the District will collaborate when such actions are being considered to assure that opportunities to avoid involuntary separation are discussed and considered. Collaboration will include sharing and discussion of the basis and rationale for any proposed actions, as well as consideration of the options to avoid or mitigate such actions. The Association and District recommendations are to be presented to the School Board in a public meeting for their consideration before making a final decision regarding such proposed reductions.

**Purpose of layoff and recall:** Prior to May 1 of each year, the Board of Directors shall determine the necessity of adopting a reduced educational program by reason of financial necessity, including but not limited to, levy failure or decreased state support. If it is determined that such financial resources are not reasonably assured for the following school year, the Board upon recommendation of the superintendent, shall adopt a reduced educational program which shall take into consideration the provisions set forth in this Agreement. The layoff, leave, and recall procedure is to be utilized only when it is necessary to reduce the program through abolishment of certificated staff positions and the number of employees in active service.

The layoff and recall procedures are designed to affect a program and staff reduction in an orderly manner with the least hardship to individuals and with a minimum disruption of employee-employer relationships and the delivery of best possible educational services to the students of the District.

District representatives will consult with the Association representatives within a reasonable time prior to or immediately following a decision to review and discuss the documents utilized in establishing the basis for anticipating a loss in revenues, and consequent necessity of the decision for a reduction in program for the ensuing year. Subsequent to any final decision by the District that a reduction in program is necessary, timely periodic meetings with representatives of the Association, normally the president and executive director, will be scheduled to ensure full communications regarding the review of budget documents.

Determination of the reduction in force shall be at the District level, not at each individual building.

### Article 14.2

- 14.2A **Board's responsibility:** Priority shall be given to retention of positions in those programs and services in those areas which relate to instruction and safety of students.
- 14.2B The District has the legal responsibility to establish the educational programs, services, and staffing patterns in accordance with the District's basic educational goals and program continuity, consistent with the financial resources available. The District has the authority to make necessary adjustments in the District's educational programs, services, and other responsibilities as defined in statute.

### Article 14.3

**Precipitating conditions:** Conditions which may cause utilization of the layoff and recall procedures are:

- 14.3A Failure of a special levy election or other events resulting in a significant reduction in anticipated revenues from any source for a following school year.
- 14.3B Termination or reduction by state and national sources of categorically funded projects.
- 14.3C A student enrollment decline requiring a proportionate staff reduction.

### Article 14.4

**Reduction of expenditures:** The District will reasonably attempt to minimize the number of positions to be abolished by reducing expenditures in other areas to include, but not limited to, capital outlay, travel, contractual services, cash reserves, books, and supplies.

### Article 14.5

**Procedure for identifying excess employees:** The following steps will be followed in identifying staff members to be affected by the reduction in staff and in determining their entitlement regarding placement and/or contract non-renewal.

**Retention assurance based on qualifications and seniority:** The purpose of these steps is to provide an orderly means of identifying excess positions and the employees who are ultimately affected. The steps originate at the individual school building level consistent with the means by which staffing is allocated. Ultimate placement is and remains a District-wide process and no employee who has the seniority and qualifications to be retained over another less senior employee will be disadvantaged in their retention through this procedural process.

- a. Identify the number of certificated staff who may potentially be affected by the layoff based on certification and endorsement(s).
- b. Identify certificated staff that are in assignments that will be protected from any layoff due to the educational program, specific certification/endorsement requirements, and any special qualification requirements.
- c. Identify least senior certificated staff that are not otherwise protected from layoff for nonrenewal.
- d. Issue a board resolution based on the information resulting from "a" through "c" above.
- e. Provide a notice of non-renewal to certificated staff consistent with "c" and "d" above.
- f. As soon as a reasonable reliable budget, enrollment, and forecasting information are available, commence the normal process of allocating FTE to the schools and assigning in-building staff who are not otherwise in receipt of a non-renewal notice using the seniority definition of this chapter (total Washington State seniority).

- g. Identify and reassign to available positions in other schools, staff who are excess to the current school of assignment and who are not otherwise on the non-renewal list using the seniority definition of this chapter (total Washington State seniority).
- h. Make placement offers for remaining vacancies to certificated staff who are in receipt of non-renewal notices based on the highest seniority as defined in this chapter who are otherwise certified/endorsed and highly-qualified by the state criteria for the position.
- i. Administer recall procedures in accordance with existing Chapter 14 provisions subject to changes otherwise made in the Agreement.

The foregoing steps do not preclude the District from directing such reassignments to any position for which a staff member(s) is fully certified and qualified that will result in the placement of the greatest number of affected employees and reduce the number of employees subject to non-renewal.

#### **Article 14.6**

- 14.6A Each certificated employee who possesses either a residency, professional, an initial, or continuing teaching certificate will, in accordance with their seniority, be considered for retention in their position and vacancies, based upon the individual's certifications/endorsement(s) and highly-qualified status as registered in the human resources department.
- 14.6B A certificated employee who possesses the standard teaching certificate will, in accordance with their seniority, be considered for retention in their position and vacancies for which they meet state qualification requirements.
- 14.6C When a reduction in force is anticipated, the Human Resources Department shall notify every potentially affected member of the bargaining unit no later than May 15 and shall provide them the opportunity to review and update their personnel file, their qualifications and certification information. Each employee upon completing the review will sign a review sheet, which will be maintained in their personnel file. The review sheet will at a minimum allow the employee to confirm that they have reviewed and updated as necessary: their employment history, Washington State certifications and endorsements, transcripts, and professional development information.

If the information is inaccurate, the employee should contact the human resources department immediately to correct their file. No new information may be presented for inclusion in the personnel file after the notices of non-renewal have been issued. New information will be incorporated into the official record in the following year.

#### **Article 14.7**

##### **Criteria and order of selection of employees to be retained or recalled to vacancies**

Certificated staff members shall be considered for retention or recall to vacancies in positions within the certifications/endorsement(s) and highly-qualified status. The individual must possess a valid Washington State Certificate authorizing service in any position for which they are being considered or assigned. In the event that there are more qualified employees than available positions in a given certification and/or endorsement, the following criteria shall be used to determine the order in which staff members shall be recommended for retention or recalled from the employment pool.

- 14.7A **Seniority consideration:** Total seniority as a certificated staff member shall be the basis for retention and recall in the certification and/or endorsement area.
- Seniority defined:** Seniority, for the purposes of this chapter, will mean the total years or partial years of documented non-supervisory service within the State of Washington as provided for in RCW 28A.400.300. All experience to be computed for seniority must have been documented by February 1 and claimed on or before February 15 of each year (see Article 14.6C). Professional education experience in the State of Washington shall mean total State of Washington experience eligible for submission to OSPI on the annual personnel report (S-275).
- 14.7B **Total number of units – second consideration:** In the event equal seniority exists among two (2) or more staff members qualified for a position to be retained, the staff member having the highest number of credits beyond the bachelor degree as documented on the current S-275 report.
- 14.7C **Drawing lots in “ties”:** In the event a tie exists in both total years of seniority and total number of credits, the tie will be broken by drawing lots among the staff members in the tie.
- 14.7D **Association president – Super seniority:** The president of the Association for the year of the reduced program shall be equal in seniority to the most senior certificated employee in the District.
- 14.7E **Counselor’s assignment seniority computation:** A counselor will be assigned to a retained counseling position on the basis of their total seniority of service in counseling.
- 14.7F **Objectivity required in separations:** The layoff and recall procedure will not be used to separate an individual from active service whose performance is rated “unsatisfactory” according to the procedures established in Chapter 8 of this Agreement. Any separation for less than satisfactory service will be accomplished according to the provisions of that chapter.

## Article 14.8

**Determination of vacant positions:** The District will determine as accurately as possible, the total number of certificated staff members known as of May 1 who are leaving active service in the District for reasons of retirement, family transfer, normal resignations, leaves, discharges, or non-renewals, etc., and these separations will be taken into consideration in determining the number of available certificated positions being retained for the following school year.

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

## Article 14.9

- 14.9A **Institution of layoff and recall procedure:** On or before May 1 the District will determine the program to be carried out during the year of anticipated reduced funding, and the probable number of positions in each classification to be retained and probable number of positions in each classification to be abolished. Should the State experience delayed budget action resulting in the extension of the non-renewal notice date of May 15, the May 1 date as it applies to this chapter will be comparably extended. At least one (1)

copy of these two (2) lists will be provided to each school building, program administrator, and the Association.

- 14.9B **Tentative assignment:** On or before May 1, the District will publish the list of "tentative assignments of employees" to classifications, categories, or specialties of retained positions in strict accord with the criteria utilized in the layoff and recall procedures.
- 14.9C **Five-day tentative assignment question period:** An employee will be provided the opportunity of not less than five (5) days following receipt of their "tentative assignment" to a classification, category, or specialty to ask questions and discuss it with District officials before it becomes a firm assignment.

#### **Article 14.10**

- 14.10A **Procedure for assigning persons to positions to be retained:** Each individual will first be considered for continued assignment to their present or duplicate of their present assignment according to procedures contained in this chapter.
- 14.10B **Limits of uses of seniority:** If they do not qualify to retain their present position, they will be considered for positions in other classifications, categories, or specialties in the District according to the criteria and procedures in this chapter. Seniority shall be used solely to entitle an individual to a retained position, not necessarily assignment to the retained position of their preference.

#### **Article 14.11**

**Notification of separation:** On or before May 15 the superintendent shall take such action as may be necessary under state statute to notify individuals that have not been placed in the retained positions that their contracts will not be renewed, or that their contractual status may be adversely affected because of the conditions that are requiring the District to make a reduction in its program and the abolishment of certain positions. This date is automatically extended if statutory provisions concerning delayed budget action serve to extend the date.

#### **Article 14.12**

**Options for individuals receiving notice of separation because of layoff procedure:** The options available to individuals who have completed provisional status and have received written notice of probable cause for separation from active service with the District because of layoff procedures are:

- 14.12A Submit a written appeal for hearing with the Board within ten (10) days as provided in RCW 28A.405.310, or direct appeal to Superior Court.
- 14.12B Submit a written appeal of the separation notice and simultaneously submit a request for a District budget crisis leave (Article 6.12).
- 14.12C Allow their employee status with the District to be terminated at the end of their present contract.

### Article 14.13

- 14.13A **District budget crisis leave:** A request for a District budget crisis leave as provided in article 14.12B above will be implemented pursuant to Article 6.12 of this Agreement. Reference is hereby made to Article 6.12 and by this reference made part of this article.
- 14.13B **Employment pool:** All certificated employees whether exercising option A or B of Article 14.12 and having one (1) or more years "satisfactory service", will automatically be placed in a District employment pool. Article 6.12 of the CPA will govern the application and implementation of those people placed in the District employment pool. Reference is hereby made to Article 6.12 and by this reference made a part of this article. The District will establish and adhere to reasonable and adequate procedures to notify an individual in the pool when vacancies occur for which they are qualified.

### Article 14.14

- 14.14A **Affirmative action:** If the layoff and recall can be accomplished under the normal procedures set forth above without causing or aggravating an imbalance in the certificated staff's ethnic and/or male/female representation within any of the two (2) employment areas as defined below, the standard procedures shall pertain and the special provisions of this paragraph shall not apply.
- 14.14B If the layoff and recall under the normal procedures would result in causing or aggravating an imbalance in the certificated staff's ethnic and/or male/female representation within a given employment area, then in each such area where under-representation would occur or be aggravated by reason of the implementation of the normal procedures, the number of persons within the underrepresented group shall be reduced by the same percentage (as closely as may be practicable) as the number of persons within the area as a whole is reduced. The layoff and recall within each underrepresented group shall be accomplished by applying to the members of the underrepresented group itself the normal selection rules set forth above.

## **CHAPTER 15: Site-Based Leadership Team**

### **Article 15.1**

The VEA and VSD affirm a principle of contemporary management that recognizes that decisions in the operation of an organization are best made by the individuals who actually provide the service. The Site-Based Leadership Team (SBLT) philosophy is comprised of three (3) main elements:

- 15.1A The decentralization and democratization of appropriate building level decisions (i.e., those not governed by District policy, regulation, or state or federal statute); and
- 15.1B Delegation of authority to the building principal and their staff to identify decisions being provided for the students; and
- 15.1C Development of responsibility among site staff for the determination, execution, and evaluation of the revised instructional programs

### **Article 15.2**

SBLT is a collaborative process intended for the discussion of topics and to provide input for consideration regarding student learning, which will be limited to their site. SBLT topics shall not include management rights listed under Chapter 2.

### **Article 15.3**

The parties agree that each party will equally strive in good faith to make the SBLT philosophy a reality in all schools in the District. All meetings shall be open to all members.

### **Article 15.4**

Site-based decision-making for the purposes of the chapter is defined as the decisions of the staff relative to student learning and delivery at that site.

The certificated staff shall constitute the SBLT Leadership. Responsibilities shall be shared by co-chairs made up of the building principal or assistant and a member of the certificated instructional faculty (may be the faculty representative) who is annually selected by a majority vote of the certificated staff at that site who are members of the Association's bargaining unit. Each faculty may select more than one co-chair to carry out the diverse instructional decisions within a large staff. The co-chairs will jointly establish the agendas and other aspects of governing meetings and customary duties and responsibilities of a democratic organization.

The decision-making process shall include open dialogue in which issues are presented, defined, discussed, and resolved by a confidential vote.

Proposals may be submitted for a vote to only those members of the faculty who are impacted by the vote. When votes are taken, 80% approval is required and the vote shall be in writing. The decision regarding ballot procedures shall be exclusive to each site or administrative unit. All eligible members are entitled to vote even if they can't attend the meeting. The VEA building representative(s) shall be responsible for all balloting. The counting of votes shall be conducted by the SBLT Co-Chairs and the VEA building representative(s).

## **Article 15.5**

Agendas and minutes: The principal and the co-chair will determine the meeting agendas and items to be voted on. This will be communicated to staff at least three (3) days prior to the meeting or less than three (3) days when mutually agreed upon by the principal and co-chair. The principal will arrange to have notes taken on topics discussed and action taken at the meeting. The principal will see that any recommendations and/or decisions are prepared for publication and distribution made to all members of the team in a timely manner. The SBLT staff co-chair may be compensated for additional time outside the contracted day. See Appendix E.

## **Article 15.6**

Use of TRI funds: Decision-making activities may require additional time beyond regularly scheduled faculty meetings. Consequently, all flexible days available to each FTE may be used by members for instructional program planning beyond the regularly scheduled school day, and one hundred eighty (180) day school year.

## **Article 15.7**

**Budget Oversight Committee:** Each school site or administrative unit shall form a mandatory Budget Oversight Committee. The makeup of this committee shall be the principal/designee, co-chair(s), VEA faculty representative(s), secretary or clerk responsible for budgets, representatives from departments, teacher librarians, and any other individuals necessary to the development of the budget. The function of the committee will be to oversee the planning and distribution of the budget and to monitor at least once a month all expenditures, balances, transfers, etc. Full disclosure of budget information shall be available to each faculty member by the members of the Budget Oversight Committee.



**Vancouver School District No. 37  
Certificated Employee - Basic Contract  
School Year 2021-2022**

**Date:**  
**Name:**  
**Building:**  
**Contract:**

This contract is made by and between the Board of Directors of Vancouver School District No. 37 (district) and the employee providing signature below (employee). The contract is for school year 2021-2022 based on the board approved calendar. The contract period is automatically adjusted for any days cancelled and rescheduled because of inclement weather or emergency.

Salary will be paid in twelve (12) equal installments with the first payment on the last duty day of September. Each subsequent payment will be made on the last duty day of the month. In the event that this agreement is terminated before the end of the contracted period, any monies paid and/or due will be adjusted based on the amount of the contract that was completed.

The contract does not become effective until the employee delivers to the Office of Human Resources within fifteen (15) days of the above date: (1) a valid Washington State professional certificate required for the position identified; and (2) this contract bearing the employee's signature. In the event that the employee fails to sign and return this contract within the time specified, the employee shall be deemed to have waived any right to employment with the district. For new employees to the district, this contract is also contingent upon satisfactory completion of federal and state criminal history review. In accepting this contract, the employee certifies that he/she is not bound by another contract that might interfere with the employee's performance of duties required by their contract.

Employment under this contract is subject to the provisions of the Comprehensive Professional Agreement (CPA) between the district and the Vancouver Education Association as well as applicable district policies, procedures, and regulations. The employee agrees to perform the duties and responsibilities of the position as described in the applicable position, the CPA, and State of Washington statutes and regulations. Part-time employees may be required to go to full-time status on a ten (10) working days notice.

Lane	Credits	Step	FTE	Start Date	No. of Days
				08/31/2021	180

By order of the Board of Directors of the Vancouver School District No. 37, Clark County, Washington.

BY:



Jeff Snell, Superintendent

Date

**SIGNED:**

Employee

Date



**Vancouver Public Schools #37  
2021-2022 District Calendar  
Board Approved: January 12, 2021**

**Holidays**

Independence Day	July 4
Independence Day Observance	July 5
Labor Day	Sept 6
Veterans' Day	Nov 11
Thanksgiving Holiday	Nov 24, 25, 26
Winter Holiday	Dec 20 – Dec 31
New Year's Day	Jan 1
New Year's Day Observance	Dec 31
ML King Day	Jan 17
Presidents' Day	Feb 21
Spring Break	April 4 - 8
Memorial Day	May 30
Independence Day	July 4

**Student Days**

First Day of School	Aug 31
Last Day of School	June 15

**Student Non-Attendance Days**

In Service Day	Oct 8
Parent Conferences – ES Only	Oct 21
Parent Conferences – All	Oct 22
Semester Break – All	Jan 28
Parent Conferences – MS/HS Only	April 15

**Early Release Days**

October – All	Oct 20
October – MS/HS Only	Oct 21
April – All	April 14
April – ES Only	April 15
Last Two Days of School – All	June 14 and 15

**Snow Make-up Days**

June 16, 17, 20, and January 28  
**Note:** Dates listed in priority order. Actual date(s) could change based on timing and number of snow days. District will consider remote learning as an option.

- Board Meeting
- Board Workshop
- Board Study Session
- First and Last Day of School
- Early Release Days
- Non Student Attendance Days and Holidays
- Semester Break

Feb 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Mar 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Apr 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Jun 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Jul 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Aug 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jul 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sep 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Oct 2021						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Nov 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Dec 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



**2021-2022 Vancouver Public Schools  
Base Pay and TRI Schedule**

2021-2022	Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PhD
Base	0	\$47,939	\$49,234	\$50,575	\$51,920	\$57,474	\$61,789	\$64,570
TRI A. PL Days		\$799	\$821	\$843	\$865	\$958	\$1,030	\$1,076
TRI B. Enrichment		\$5,465	\$5,613	\$5,766	\$5,919	\$6,552	\$7,044	\$7,361
<b>Base +TRI</b>		<b>\$54,203</b>	<b>\$55,668</b>	<b>\$57,184</b>	<b>\$58,704</b>	<b>\$64,984</b>	<b>\$69,863</b>	<b>\$73,007</b>
Base	1	\$48,584	\$49,896	\$51,256	\$52,659	\$58,114	\$62,473	\$65,234
TRI A. PL Days		\$810	\$832	\$854	\$878	\$969	\$1,041	\$1,087
TRI B. Enrichment		\$5,539	\$5,688	\$5,843	\$6,003	\$6,625	\$7,122	\$7,437
<b>Base +TRI</b>		<b>\$54,933</b>	<b>\$56,416</b>	<b>\$57,953</b>	<b>\$59,540</b>	<b>\$65,708</b>	<b>\$70,636</b>	<b>\$73,758</b>
Base	2	\$49,199	\$50,525	\$51,898	\$53,409	\$58,756	\$63,103	\$65,895
TRI A. PL Days		\$820	\$842	\$865	\$890	\$979	\$1,052	\$1,098
TRI B. Enrichment		\$5,609	\$5,760	\$5,916	\$6,089	\$6,698	\$7,194	\$7,512
<b>Base +TRI</b>		<b>\$55,628</b>	<b>\$57,127</b>	<b>\$58,679</b>	<b>\$60,388</b>	<b>\$66,433</b>	<b>\$71,349</b>	<b>\$74,505</b>
Base	3	\$49,833	\$51,170	\$52,559	\$54,118	\$59,367	\$63,702	\$66,564
TRI A. PL Days		\$831	\$853	\$876	\$902	\$989	\$1,062	\$1,109
TRI B. Enrichment		\$5,681	\$5,833	\$5,992	\$6,169	\$6,768	\$7,262	\$7,588
<b>Base +TRI</b>		<b>\$56,345</b>	<b>\$57,856</b>	<b>\$59,427</b>	<b>\$61,189</b>	<b>\$67,124</b>	<b>\$72,026</b>	<b>\$75,261</b>
Base	4	\$50,454	\$51,851	\$53,247	\$54,861	\$60,005	\$64,369	\$67,252
TRI A. PL Days		\$841	\$864	\$887	\$914	\$1,000	\$1,073	\$1,121
TRI B. Enrichment		\$5,752	\$5,911	\$6,070	\$6,254	\$6,841	\$7,338	\$7,667
<b>Base +TRI</b>		<b>\$57,047</b>	<b>\$58,626</b>	<b>\$60,204</b>	<b>\$62,029</b>	<b>\$67,846</b>	<b>\$72,780</b>	<b>\$76,040</b>
Base	5	\$51,096	\$52,499	\$53,909	\$55,613	\$60,656	\$65,004	\$67,943
TRI A. PL Days		\$852	\$875	\$898	\$927	\$1,011	\$1,083	\$1,132
TRI B. Enrichment		\$5,825	\$5,985	\$6,146	\$6,340	\$6,915	\$7,410	\$7,746
<b>Base +TRI</b>		<b>\$57,773</b>	<b>\$59,359</b>	<b>\$60,953</b>	<b>\$62,880</b>	<b>\$68,582</b>	<b>\$73,497</b>	<b>\$76,821</b>
Base	6	\$51,756	\$53,128	\$54,586	\$56,374	\$61,322	\$65,648	\$68,601
TRI A. PL Days		\$863	\$885	\$910	\$940	\$1,022	\$1,094	\$1,143
TRI B. Enrichment		\$5,900	\$6,057	\$6,223	\$6,427	\$6,991	\$7,484	\$7,821
<b>Base +TRI</b>		<b>\$58,519</b>	<b>\$60,070</b>	<b>\$61,719</b>	<b>\$63,741</b>	<b>\$69,335</b>	<b>\$74,226</b>	<b>\$77,565</b>
Base	7	\$52,914	\$54,308	\$55,785	\$57,671	\$62,568	\$66,958	\$69,994
TRI A. PL Days		\$882	\$905	\$930	\$961	\$1,043	\$1,116	\$1,167
TRI B. Enrichment		\$6,032	\$6,191	\$6,359	\$6,574	\$7,133	\$7,633	\$7,979
<b>Base +TRI</b>		<b>\$59,828</b>	<b>\$61,404</b>	<b>\$63,074</b>	<b>\$65,206</b>	<b>\$70,744</b>	<b>\$75,707</b>	<b>\$79,140</b>
Base	8	\$54,611	\$56,080	\$57,593	\$59,635	\$64,531	\$68,982	\$72,128
TRI A. PL Days		\$910	\$935	\$960	\$994	\$1,076	\$1,150	\$1,202
TRI B. Enrichment		\$6,226	\$6,393	\$6,566	\$6,798	\$7,357	\$7,864	\$8,223
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$63,408</b>	<b>\$65,119</b>	<b>\$67,427</b>	<b>\$72,964</b>	<b>\$77,996</b>	<b>\$81,553</b>
Base	9	\$54,611	\$57,917	\$59,504	\$61,620	\$66,514	\$71,070	\$74,325
TRI A. PL Days		\$910	\$965	\$992	\$1,027	\$1,109	\$1,185	\$1,239
TRI B. Enrichment		\$6,226	\$6,603	\$6,783	\$7,025	\$7,583	\$8,102	\$8,473
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$67,279</b>	<b>\$69,672</b>	<b>\$75,206</b>	<b>\$80,357</b>	<b>\$84,037</b>
Base	10	\$54,611	\$57,917	\$61,438	\$63,707	\$68,603	\$73,218	\$76,579
TRI A. PL Days		\$910	\$965	\$1,024	\$1,062	\$1,143	\$1,220	\$1,276
TRI B. Enrichment		\$6,226	\$6,603	\$7,004	\$7,263	\$7,821	\$8,347	\$8,730
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$69,466</b>	<b>\$72,032</b>	<b>\$77,567</b>	<b>\$82,785</b>	<b>\$86,585</b>
Base	11	\$54,611	\$57,917	\$61,438	\$65,855	\$70,749	\$75,467	\$78,894
TRI A. PL Days		\$910	\$965	\$1,024	\$1,098	\$1,179	\$1,258	\$1,315
TRI B. Enrichment		\$6,226	\$6,603	\$7,004	\$7,507	\$8,065	\$8,603	\$8,994
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$69,466</b>	<b>\$74,460</b>	<b>\$79,993</b>	<b>\$85,328</b>	<b>\$89,203</b>
Base	12	\$54,611	\$57,917	\$61,438	\$67,933	\$72,982	\$77,775	\$81,308
TRI A. PL Days		\$910	\$965	\$1,024	\$1,132	\$1,216	\$1,296	\$1,355
TRI B. Enrichment		\$6,226	\$6,603	\$7,004	\$7,744	\$8,320	\$8,866	\$9,269
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$69,466</b>	<b>\$76,809</b>	<b>\$82,518</b>	<b>\$87,937</b>	<b>\$91,932</b>
Base	13	\$54,611	\$57,917	\$61,438	\$67,933	\$75,292	\$80,139	\$83,776
TRI A. PL Days		\$910	\$965	\$1,024	\$1,132	\$1,255	\$1,336	\$1,396
TRI B. Enrichment		\$6,226	\$6,603	\$7,004	\$7,744	\$8,583	\$9,136	\$9,550
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$69,466</b>	<b>\$76,809</b>	<b>\$85,130</b>	<b>\$90,611</b>	<b>\$94,722</b>
Base	14	\$54,611	\$57,917	\$61,438	\$67,933	\$77,671	\$82,671	\$86,341
TRI A. PL Days		\$910	\$965	\$1,024	\$1,132	\$1,295	\$1,378	\$1,439
TRI B. Enrichment		\$6,226	\$6,603	\$7,004	\$7,744	\$8,854	\$9,424	\$9,843
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$69,466</b>	<b>\$76,809</b>	<b>\$87,820</b>	<b>\$93,473</b>	<b>\$97,623</b>
Base	15	\$54,611	\$57,917	\$61,438	\$67,933	\$79,691	\$84,821	\$88,585
TRI A. PL Days		\$910	\$965	\$1,024	\$1,132	\$1,328	\$1,414	\$1,476
TRI B. Enrichment		\$6,226	\$6,603	\$7,004	\$7,744	\$9,085	\$9,670	\$10,099
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$69,466</b>	<b>\$76,809</b>	<b>\$90,104</b>	<b>\$95,905</b>	<b>\$100,160</b>
Base	16	\$54,611	\$57,917	\$61,438	\$67,933	\$81,285	\$86,517	\$90,357
TRI A. PL Days		\$910	\$965	\$1,024	\$1,132	\$1,355	\$1,442	\$1,506
TRI B. Enrichment		\$6,226	\$6,603	\$7,004	\$7,744	\$9,266	\$9,863	\$10,301
<b>Base +TRI</b>		<b>\$61,747</b>	<b>\$65,485</b>	<b>\$69,466</b>	<b>\$76,809</b>	<b>\$91,906</b>	<b>\$97,822</b>	<b>\$102,164</b>

Current Employees on BA+135 will be Grandfathered at MA+45.  
 Employees Hired after September 4, 2018, with BA+135 will be placed at BA+90  
 13.05% TRI includes Enrichment Duties 11.4% and Three (3) Mandatory PL Days (24 Hours Totaling 1.65%)  
 Two PL Days are Paid in a Lump Sum in October and the Third PL Day is paid in December.  
 The 2021-2022 Appendix E TRI Schedule Reflects the Base Rate Plus 2.0% IPD Plus 2.25%



Vancouver School District No. 37
Certificated Employee
Time, Responsibility, and Incentive Supplemental Contract
School Year 2021-2022

This contract is made by and between the Board of Directors of Vancouver School District No. 37 (district) and the employee providing signature below (employee) pursuant to RCW 28A.400.200(4).

- Part I
A. Professional Learning Days (TRI)
i. Two (2) Pre-duty Professional Learning Days
ii. One (1) Professional Learning State Day (in October)

Professional Learning Days will be paid eight (8) hours per day at the hourly per diem rate and paid in the October payroll cycle. These are mandatory days and contract pay will be reduced accordingly if attendance is not met. The third Professional Learning Day will be paid eight (8) hours at the hourly per diem rate and paid in the December payroll cycle. Employees shall complete the third day in person on the October in-service day.

B. Enrichment Duties (TRI)

The employee agrees to perform responsibilities as outlined in Chapter 12 of the Comprehensive Professional Agreement (CPA) between the district and the Vancouver Education Association and will be provided additional compensation based on the current TRI rates for a full-time employee and prorated for less than a full-time employee. TRI pay will be paid in twelve (12) equal installments and compensation shall be pursuant to the TRI schedule in the VEA contract pending final board approval.

An employee working less than full-time or less than full school year will have his/her compensation for additional responsibilities adjusted proportionately based on the percentage of FTE and/or percentage of school year worked. If the employee fails to perform all or any part of the duties required in this responsibility supplemental contract any overpayment of additional compensation shall be withheld from the final pay.

This contract only applies to the responsibilities identified in this supplemental contract. Any additional compensation for professional development/in-service will be approved and paid on a separate supplemental contract.

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

Printed Employee Name: \_\_\_\_\_ Location: \_\_\_\_\_

By order of the Board of Directors of the Vancouver School District No. 37, Clark County, Washington

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

Jeff Snell, Superintendent

Performance of this contract shall be verified under the direction of the Department of Payroll by submission of the certification in Part II on June 1, 2022.

Part II

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

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

Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_





**Vancouver Public Schools  
Extended Year Days and Equivalent Hours 2021-2022**

<b>Job Category</b>	<b>Extended Year Days</b>	<b>Equivalent Hours</b>
School-to-Work Specialists	6	48
Career Guidance	10	80
Horticulture (Comprehensive High Schools)	17	136
Horticulture (Lewis & Clark Campus/Flex Academy)	4	32
Traveling Classroom Teachers Serving three (3) or more sites	1	8
Technology Education Learning Lab	3	24
Teacher Librarian up to 350 Student FTE	5	40
Teacher Librarian 351 to 550 Student FTE	7	56
Teacher Librarian 551 to 750 Student FTE	9	72
Teacher Librarian 751 to 1,000 Student FTE	12	96
Teacher Librarian 1,001 to 1,500 Student FTE	15	120
Teacher Librarian 1,501 and Higher Student FTE	18	144
Lewis & Clark Campus/Flex Academy Counselor	7.5	60
Elementary School Counselor (Prorated based upon staff FTE)	2	16
Secondary School Counselor (Prorated based upon staff FTE)	16.5	132
School Psychologist (Prorated based upon staff FTE)	8	64
Facilitator, Preschool Assess./Placement	7.5	60
School Nurse (Plus one additional day for each school they are assigned to.) (Prorated based upon staff FTE)	3	24
Speech Language Pathologist (Prorated based upon staff FTE)	2	16
Occupational Therapist (Prorated based upon staff FTE)	2	16
Physical Therapist (Prorated based upon staff FTE)	2	16
Special Education Teachers (Prorated based upon staff FTE)	1	8
TOSA	Up to 20	Up to 160
Deans	Up to 10	Up to 80

**NOTE:**

- Extended year day(s) may be scheduled as full days, hours, or a combination of days and hours up to the equivalent number of hours (e.g. 3 days = 24 hours)
- Extended Year Days are paid at per diem.
- The purpose of the extended year day is for work that extends beyond the responsibilities of a professional educator as defined in article 12.1.
- TOSAs and Deans shall meet with their building or program administrator to determine their Extended Year Work Days and/or equivalent hours in advance of the work.
- The time worked on any non-student attendance day and/or outside of any contracted work-day between July 1 prior to the start of the school year, and June 30 after the close of the school year.
- Any decrease from the above days/hours shall be mutually agreed upon by the Assistant Superintendent of Human Resources and the Executive Director for the Association.
- All Days/hours shall be recorded on a supplemental contract.
- Proration of extended year days/hours shall not negatively impact current part-time employees who were under contract during the 2020-2021 school year.

**Vancouver Public Schools Extended Day  
Salary Schedule 2021-2022  
Professional Education Certificate Required**

Appendix E  
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<b>Activity Level/Area</b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	<b>2021-2022</b>	<b>2021-2022</b>	<b>2021-2022</b>	<b>2021-2022</b>	<b>2021-2022</b>
<b>High School</b>					
ASB Coordinator	2020	2214	2325	2441	2564
Debate/Forensics	3798	4164	4372	4591	4820
Healthy Options Club	(\$1,338 Stipend)				
IB CAS (Community Action Services)	(\$5,697 Stipend)				
Instrumental Music	7045	7723	8109	8514	8941
Journalism/Newspaper	1048	1149	1207	1267	1330
Key Club Advisor	1309	1435	1506	1582	1660
Knowledge Bowl	1355	1485	1559	1637	1719
Math Team	1355	1485	1559	1637	1719
Mock Trial Advisor - Head	3272	3587	3765	3954	4151
Mock Trial Advisor - Assistant	2618	2869	3013	3163	3322
Model UN	1936	2121	2228	2339	2457
National Honor Society	2120	2324	2440	2562	2691
Natural Helpers	(\$1,338 Stipend)				
Science Olympiad	1355	1485	1559	1637	1719
Special Events Support	1570	1720	1807	1897	1992
String/Orchestra	5654	6199	6508	6834	7175
Theatre	4188	4591	4820	5061	5314
Vocal Music	5654	6199	6508	6834	7175
Winter Percussion /Steel Drums	2120	2324	2440	2562	2691
Yearbook	3769	4131	4338	4555	4783
<b>CTE Student Leadership Programs</b>					
Distributive Education Clubs of America	1236	1355	1423	1493	1569
Envirothon	1355	1485	1559	1637	1719
Family, Career & Community Leaders of America	1236	1355	1423	1493	1569
FIRST Robotics Club (Assistant Coach)	4241	4649	4881	5125	5381
FIRST Robotics Club (Head Coach)	5654	6199	6508	6834	7175
Future Business Leaders of America	1236	1355	1423	1493	1569
Future Farmers of America	1236	1355	1423	1493	1569
Health Occupations Students of America	1236	1355	1423	1493	1569
Journalism/Newspaper	1048	1149	1207	1267	1330
Skills USA	1236	1355	1423	1493	1569
Technology Student Association	1236	1355	1423	1493	1569
VEX Robotics - Head	1355	1485	1559	1637	1719
Yearbook	3769	4131	4338	4555	4783
<b>CTE Learning Labs</b>					
Culinary Arts Learning Lab	2781	3049	3201	3361	3529
Horticulture/Natural Resources Learning Lab	2781	3049	3201	3361	3529
Marketing Learning Lab	2781	3049	3201	3361	3529
Metal/Welding Learning Lab	2781	3049	3201	3361	3529
Technical Education Learning Lab	2781	3049	3201	3361	3529
VSAA Graphic Design Learning Lab	5654	6199	6508	6834	7175
Work Based Learning	2473	2711	2847	2989	3139
<b>Middle School</b>					
ASB Coordinator	1010	1108	1163	1221	1282
Healthy Options Club	(\$1,338 Stipend)				
Instrumental Music	4083	4476	4699	4934	5181
Intramural Director	(\$3,443 Stipend)				
Math Team	1309	1435	1506	1582	1660
National Honor Society	2120	2324	2440	2562	2691
Science Olympiad	1309	1435	1506	1582	1660
Steel Drums / Jazz Band	2120	2324	2440	2562	2691
String/Orchestra	4083	4476	4699	4934	5181
Theater	1309	1435	1506	1582	1660
Vocal Music	4083	4476	4699	4934	5181
Yearbook	592	648	681	715	750

1. All stipends in this Appendix are based on duties and responsibilities to be completed outside of the normal duty day. 2. The above stipend amounts may be shared between two or more participating employees when the employee(s) and the building administrator agree to a reduced or shared program. 3. Salary related benefits (e.g. per diem rate, Extended Day Salary Schedule, respective stipends, TRI schedule, etc.) shall increase annually by the negotiated COLA.

**Vancouver Public Schools Extended Day  
Salary Schedule 2021-2022  
Professional Education Certificate Required**

Appendix E  
Page 3 of 3

<b>Activity Level/Area</b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
	<b>2021-2022</b>	<b>2021-2022</b>	<b>2021-2022</b>	<b>2021-2022</b>	<b>2021-2022</b>
<b>Elementary School</b>					
Extended Day Arts	2031	2226	2338	2454	2578
Intramurals Coordinator	1003	1100	1155	1212	1272
<b>Vancouver School of Arts &amp; Academics</b>					
Choreography Lab	5654	6199	6508	6834	7175
Costume Production Lab	5654	6199	6508	6834	7175
Dance Repertory Ensembles	5654	6199	6508	6834	7175
Instrumental Repertory Ensembles	5654	6199	6508	6834	7175
Literary Publications Lab	5654	6199	6508	6834	7175
Math Team	1355	1485	1559	1637	1719
Model UN	1936	2121	2228	2339	2457
Moving Image Arts	5654	6199	6508	6834	7175
National Honor Society	2120	2324	2440	2562	2691
Special Events Support	1570	1720	1807	1897	1992
Symphony	5654	6199	6508	6834	7175
Theater Repertory Ensembles	5654	6199	6508	6834	7175
Theater Technical Production Lab	5654	6199	6508	6834	7175
Visual Arts Lab (Gallery)	5654	6199	6508	6834	7175
Visual Arts Lab (Photo)	5654	6199	6508	6834	7175
Vocal Repertory Ensembles	5654	6199	6508	6834	7175
Yearbook	3769	4131	4338	4555	4783
<b>iTech Preparatory</b>					
Envirothon	1382	1515	1591	1670	1754
Publication Lab	5767	6322	6638	6970	7318
Visual Arts Design Lab	5767	6322	6638	6970	7318
<b>Other Stipends</b>					
<b>Categorical Programs</b>					
Dual Language Teachers	(\$500 Annual Stipend)				
<b>Special Education</b>					
Stipend for lost planning periods for self-contained teachers	(\$2,200 Annual Stipend)				
WA-AIM Assessments (development and administration)	Paid two hours per student at per diem				
<b>State Required Assessments</b>					
Elementary School	(\$938 Stipend)				
Middle School	(\$1,877 Stipend)				
High School	(\$3,002 Stipend)				
<b>National Board Professional Teacher Standard Certificate</b>					
	(\$1,564 Stipend)				
<b>Hourly Rate Stipends</b>					
<b>SBLT Co-Chair paid at per diem</b>					
<b>Saturday School/Student Management Supervisor paid at per diem</b>					
<p>1. All stipends in this Appendix are based on duties and responsibilities to be completed outside of the normal duty day. 2. The above stipend amounts may be shared between two or more participating employees when the employee(s) and the building administrator agree to a reduced or shared program. 3. Salary related benefits (e.g. per diem rate, Extended Day Salary Schedule, respective stipends, TRI schedule, etc.) shall increase annually by the negotiated COLA.</p>					



**LONG-TERM REPLACEMENT SUBSTITUTE  
ENRICHMENT TRI RECONCILIATION**  
(Completed upon assignment of a Long-term Replacement Substitute)  
Reference CPA, Chapter 12

A teacher, who is out on a long-term leave of absence where a long-term replacement substitute is assigned, shall meet with the principal to determine a division of enrichment TRI payment while on leave of absence. This determination, provided on this reconciliation form, should be completed prior to the teacher's long-term leave. If no agreement between the principal and teacher is reached, the superintendent's designee shall determine a fair division of enrichment TRI after consulting with the Executive Director of VEA.

Employees who are on long-term leave and where a long-term replacement substitute is assigned shall meet with their building or program administrator to determine a division of the Enrichment TRI payment for the period of time absent prior to the employee going out on leave. The Enrichment TRI Reconciliation form (Appendix F) shall be used to record the division of Enrichment TRI compensation, if any. If no agreement is reached the superintendent's designee shall determine a fair division after consulting with the Executive Director of VEA.

During the period of leave, if the long-term replacement substitute is paid any installment of enrichment TRI, the teacher's enrichment TRI pay will be reduced proportionately.

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\_\_\_\_\_  
Certificated teacher (printed)  
(if none, write "vacancy")

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\_\_\_\_\_  
Long-term replacement substitute (printed)

Assignment begin date: \_\_\_\_\_ Assignment end date: \_\_\_\_\_

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**Enrichment TRI Percentage** (Full enrichment TRI = 100%)

Teacher: \_\_\_\_\_ Long-term replacement substitute: \_\_\_\_\_

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**Part I.** The signed form is to be submitted by the building administrator to the payroll office at the beginning of the long-term replacement substitute assignment. By signing below, the teacher and long-term replacement substitute above commit to perform the enrichment TRI responsibilities as outlined in Chapter 12. Payment of enrichment TRI is proportionate to responsibilities.

If TRI responsibilities change, a new TRI Reconciliation form will be provided and the District has authorization to make the appropriate changes in pay over the remaining payroll months. When TRI contract revisions happen that cause an overpayment, overpayment will be repaid by the employee in the remaining installments where pay is available. If no pay is available, the employee will refund the District in full by check within thirty (30) days of notification of overpayment or following a mutually agreed upon repayment plan.

Required signature of

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

Long-term replacement substitute: \_\_\_\_\_ Date: \_\_\_\_\_

Building administrator: \_\_\_\_\_ Date: \_\_\_\_\_

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**Completion of Part II for on leave teacher is on form Appendix D and must be signed separately if any TRI responsibilities have been completed while on LOA**

**Long-term Replacement Substitute Part II.** To be completed and submitted to the payroll office at the end of the long-term replacement substitute assignment or the end of the school year (whichever occurs first) if the long-term replacement substitute was responsible for any enrichment TRI duties.

I hereby confirm that the requirements as outlined in Chapter 12 have been performed.

Signature of long-term replacement substitute: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of building administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved TSA – 403(b) Vendors**

**Vancouver School District  
Approved Tax Shelter Annuity Providers 403(b) Plan**

Please use the link below to view all of the insurance companies that are presently participating in the District's tax sheltered annuity program and have a least five (5) participants. Any insurance company may be represented if it has five (5) or more applicants. If participation falls below five (5), additional applications will not be accepted until the minimum number is met.

[www.omni-403b.com](http://www.omni-403b.com)

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New vendors will be added under the following conditions:

- a) Five (5) or more employees request the addition of a new vendor
- b) Potential vendor (third-party administrator) signs Information Sharing Agreement.  
The IRS requires information Sharing Agreements as part of the Employer 403(b) Plan
- c) \*Allows Roth 403(b) contributions





**Safety Audit Review Form**

Appendix H

Name of employee requesting this safety review: \_\_\_\_\_

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

Class title for which a review has been requested: \_\_\_\_\_

Names and phone numbers of other adults who are normally in this classroom:

\_\_\_\_\_

How many students are normally in attendance in the assigned classroom? \_\_\_\_\_

Is there enough space for each student for the activities required? [ ] Yes [ ] No

Are there adequate methods of communication in case of emergency? [ ] Yes [ ] No

If this is a Physical Education class, is suitable locker room coverage provided? [ ] Yes [ ] No

Is it possible for the teacher to observe all student activity in this setting? [ ] Yes [ ] No

Is there enough equipment for all students to participate? [ ] Yes [ ] No

What other issues need to be addressed to improve the safety of this space? (Use back if more space is needed.)

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

What concerns does the instructor have?

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

After the safety audit review, please sign and indicate whether or not this space in your opinion meets or does not meet safety requirements, for the class that has been assigned to this space.

Building Administrator: \_\_\_\_\_ [ ] pass safety review [ ] fail

Instructor: \_\_\_\_\_ [ ] pass safety review [ ] fail

VEA representative: \_\_\_\_\_ [ ] pass safety review [ ] fail

Date of the physical review of this teaching space. \_\_\_\_\_

Send copies of this completed form to VSD Human Resources Director and VEA Executive Director.



## Alternative Dispute Resolution Process for VSD and VEA

**Introduction:** The VSD and the VEA are long-term partners in the delivery of quality education. In carrying out their joint mission, there are occasions when disagreements arise. The CPA provides a grievance procedure for resolving disagreements regarding matters covered by the Agreement including:

- 1) Interpretation or application of the terms of a regulation, rule, or practice;
- 2) Inequitable treatment of an employee;
- 3) Existence of a condition that jeopardizes employee health or safety.

The District also has regular administrative channels that Association members may use for resolving certain other disagreements.

However, both the District and the Association have recently realized that disputes may arise that fall outside the Agreement and are not sufficiently covered by other resolution processes. It is their desire to develop an efficient and cost-effective process for jointly attempting to resolve these disputes locally, while still protecting their rights to take the dispute to the Public Employment Relations Commission, or to any other body having jurisdiction, if the local process is unsuccessful in resolving the dispute. The report analyzes all of the options and recommends such a process.

**Recommendation:** In reviewing the available options, assisted negotiation using a neutral third party acceptable to both sides seems to be the best choice for all disputes, regardless of the subject and regardless of the settlement attempts up to that point. Assisted negotiation involves the parties in solving their own dispute, is less formal and less costly, and is generally better accepted than a decision rendered by an outside third party. The recommended process is explained in detail in the Recommended Process section of this appendix.

The recommendation protects the rights of the parties to refer the dispute to other authorities if this local resolution process is unsuccessful. It also provides that the parties may mutually agree to stop the process at any point, but may not unilaterally proceed to the next legal option without first exhausting all efforts in assisted negotiation.

The recommendation recognizes that the District and the Association are long-term partners in the provision of quality education, and that they need a flexible process to resolve disputes falling outside of the Agreement and the administrative processes. It provides an amicable dispute resolution process that is critical to the parties' long-term relationship. It also recognizes that no two disputes are the same, and that it is important to make every effort to help the parties reach their own solution and to keep the process as informal as possible.

The process might also be appropriate for either party to use in resolving other disputes.

### Recommended process:

1. To use this process to resolve a dispute, both parties must agree that:
  - a) They have been unable to resolve the dispute themselves using unassisted negotiation.
  - b) The dispute does not fall under any other contractual or administrative dispute resolution process.
  - c) They desire to use this process.
  - d) This process is an interim step to seek local resolution of the dispute through assisted negotiation.
  - e) If this process is not successful in resolving the dispute, the parties do not give up any of their legal rights to take the dispute to the Public Employment Relations

- Commission or any other body having jurisdiction, or to pursue any other legal remedy.
- f) Information obtained during this resolution process may not be used later in a trial.
2. Once agreement to use this process is reached:
- a) The parties must agree on a neutral party to provide facilitation and mediation efforts.
  - b) The neutral party will be called a mediator, but will be entitled to use all aspects of conciliation, facilitation, and mediation in attempting to assist the parties in resolving the dispute.
  - c) If the parties are unable to agree initially on a mediator:
    - 1) Each party will prepare a list of at least three mediators acceptable to them
    - 2) Any mediator appearing on both lists may be selected by the parties
    - 3) If there are no common mediators on both lists, the lists will have to be expanded until the parties are able to agree on one
  - d) Contact with the agreed-upon mediator can be made by either party.
  - e) The mediator will initially meet with the parties individually to learn their views and interests regarding the dispute.
  - f) The mediator will provide ground rules to be followed by all parties during the resolution process.
3. In all of the dispute resolutions the mediator will:
- a) Keep the process as informal as possible:
    - 1) No witnesses present at joint meetings
    - 2) No evidence presented at joint meetings
    - 3) No written positions or briefings unless requested by the mediator
  - b) Help the parties define the issues and their own interests.
  - c) Try to eliminate obstacles to communication between the parties.
  - d) Keep confidential the information that each party shares with the mediator, and not reveal it to the other party without the consent of the party that disclosed it.
  - e) Help the parties resolve their own problem:
    - 1) They will feel better about the solution if it were imposed by an outsider
    - 2) They will take greater ownership of the decision and will support it better
  - f) Help the parties focus on the solutions that will prevent future recurrence of the problem rather than focus on punishment or revenge for an event in the past.
  - g) Help the parties arrive at a proactive win-win resolution of the dispute.
4. The parties should agree on time frames for resolution of the dispute:
- a) If the parties cannot agree, the recommendation of the mediator will be used.
  - b) The parties jointly, or the mediator, have the flexibility to adjust the time frames if progress warrants it.
5. The mediator will use conciliation, facilitation, and mediation in attempting to help the parties resolve the dispute:
- a) The mediator will meet with the parties individually and together as progress warrants.
  - b) The mediator will advise the parties honestly and make suggestions as appropriate to assist in the resolution process.
  - c) The mediator may consult with outside experts in the subject area of the dispute and may call in an outside expert to assist with the process of neutral evaluation or fact finding.
  - d) If the parties are unable to reach agreement, the mediator may:
    - 1) Privately analyze with each party the strengths and weaknesses of its case

- 2) Recommend a solution and work to move the parties toward acceptance of the solution, but the recommendation is not binding on the parties
  - e) Negotiations will continue until the dispute is resolved or until all parties agree that further negotiations are fruitless.
6. If the parties reach agreement, they must also agree on whether the decision is precedent setting for all similar future disputes, or is a one-time solution.
  7. If appropriate, the agreement may include provisions for monitoring the progress of the solution over time with the mediator acting as the monitor at agreed upon intervals and reporting back to the parties. If the mediator finds the solution is not working, he or she may recommend to the parties that they reconvene and attempt to improve the solution.
  8. If the parties are unable to resolve the dispute despite the best efforts of assisted negotiation, the mediator will discuss with both parties the ramifications of not reaching agreement and the options available to them to resolve the dispute.
  9. The parties may mutually agree to stop this process at any point, but they may not unilaterally stop the process and moved directly to the Public Employment Relations Commission or any other outside body without first exhausting all efforts in assisted negotiation.
  10. Both parties will bear their own costs through all steps of the process and will share equally in the cost of the mediator and all outside costs of the resolution process.

### **Types of Alternative Dispute Resolution**

**Unassisted negotiation:** Unassisted negotiation involves only the people enmeshed in the dispute and no third parties. These are two types:

1. **Competitive:** Negotiators seek to maximize their own gain at the expense of the other party; most effective for one-shot, single issue situations in which there will be no long-term relationship.
2. **Collaborative:** Negotiators seek to find solutions that satisfy everyone's interest; search for joint gains rather than compromising or splitting the difference; appropriate where creative solutions are possible; best where parties will have ongoing relationship; builds trust and credibility.

**Assisted negotiations:** These are attempts to encourage and assist the parties to jointly develop their own solution to the dispute. These processes have been shown to be favored by the most parties because the parties are involved in developing their own solution, they take greater ownership of the solution than in one proscribed by a third party, and the process is generally less formal and less costly than other processes.

**Conciliation/Convening:** Conciliator acts to; bring the parties together; carry messages between parties; provide diplomacy and expedite the process.

**Facilitation:** Facilitator does everything the Conciliator does, plus; acts as moderator; makes certain all parties are heard. Facilitator does not; volunteer own ideas; actively participate in moving parties toward agreement.

**Mediation:** Mediator does everything the Facilitator does, plus; helps parties to reach their own settlement; meets with both parties separately and together; helps the parties focus on remedies for the future rather than responsibility for the past; does not judge right or wrong, guilt, or innocence.

**Negotiated rule making:** Mediator invites representatives of competing interest groups to participate in mediation to reach agreement on new rules or regulations.

**Outcome prediction:** If agreement cannot be reached using assisted negotiation, the next best step may be some form of outcome predication. These processes are attempts to show the parties what might happen if negotiations fail and the parties proceed to litigation. They are generally used to encourage the parties to continue attempting to reach a negotiated settlement and avoid litigation.

**Neutral evaluation:** Neutral third party, who is knowledgeable in the substantive area of the dispute, listens to the facts and legal arguments and attempts to predict the probable range of outcomes before the parties go to more formal proceedings.

**Fact finding:** Neutral third party gives the disputants or the decision-maker findings of fact, possibly with a recommended solution (similar to a non-binding arbitration).

**Ombudsman and complaint programs:** Supposedly independent person who investigates problems and complaints and attempts to resolve them through mediation or recommended solutions (generally seen in government and corporate organizations).

**Mini-trial:** Meetings chaired by neutral advisor. Lawyers present summaries of their cases to chief executives or decision makers representing both sides. Chief executives or decision makers attempt to settle the case. If they are unable to reach agreement, the neutral advisor may mediate or recommend a settlement.

**Summary jury trial:** Involves a judge and summary jury participating in an abbreviated hearing and rendering a non-binding verdict; explaining it to participants and answering questions (attempts to predict the outcome of a full trial).

**Non-binding arbitration:** Generally part of the litigation process just before going to trial (attempts to settle smaller civil litigation cases). Arbitrator's decision is non-binding and case can proceed to court if not settled by the parties.

**Mediation/Arbitration:** Neutral third party mediates, but if the parties are unable to reach a settlement, will act as arbitrator and impose a decision. Mediator is not supposed to use any confidential information obtained during the mediation in deciding the arbitration.

**Adjudication:** If outcome prediction does not result in a negotiated settlement, the remaining processes involve placing the matter completely in the hands of a third party who will render a binding decision on the parties. These processes generally require more time and effort and are generally more costly than the processes in which the parties attempt to resolve their own dispute. Therefore, parties should make every effort to use assisted negotiation and outcome prediction before placing the dispute entirely in the hands of a third party for a decision.

**Arbitration:** Neutral third party listens to both parties and renders a binding decision; generally follows more formal processes than assisted negotiations.

**Courtroom arbitration:** Arbitration involving the use of a private court and judge who listens to both parties and renders a binding decision.

**Litigation:** Binding decision rendered by a judge or jury; formal, lengthy, and expensive.

### **Articles in CPA Dealing with Dispute Resolution**

The CPA articles listed below deal with dispute resolution and may or may not need to be reviewed and modified to accommodate the recommended process:

- Article 4.2: Scope of Negotiation Topics Required by Statute
- Article 4.4: Right of Review, Consultation, and Negotiation of Changes in Policy of Negotiable Topics
- Article 5.2: Adjustment of Complaints Outside the Negotiated Grievance Procedure
- Article 5.3: Definitions
- Article 5.6: Arbitration

### **Sources of Information:**

Center for Dispute Settlement  
1666 Connecticut Ave, NW  
Washington D.C., 20009  
(202) 265-9572

Confluence Northwest  
15500 H NW Ferry Road  
Portland, OR 97231  
(888) 462-8602

Federal Mediation and Conciliation Service  
2100 K Street NW  
Washington D.C., 20427  
(202) 606-8100

Judicial Arbitration and Mediation  
Services, Inc.  
600 University St., Suite: 1910  
Seattle, WA 98101  
(206) 622-5267

Oregon Mediation Association  
PO Box 40041  
Portland, OR 97204  
(503) 872-9775

Settling Disputes, Linda Singer  
[www.jamsadra.com/Singer](http://www.jamsadra.com/Singer)

Washington State Bar Association  
1325 Fourth Avenue, Suite 600  
Seattle, WA 98101  
(800) 945-9722

Willamette University Center for Dispute  
Resolution  
245 Winter Street SE  
Salem, OR 97301  
(503) 370-6282





## Educators Impacted by Overload

### Overload Resolution Form CPA

### Chapter 10.18 & 10.21

Teacher Name \_\_\_\_\_

School \_\_\_\_\_

Month in Overload \_\_\_\_\_

Number of student days in month \_\_\_\_\_

<b>Elementary</b>	Grade Level:	No. of Students:
<b>Secondary</b>	Subject	No. of Students
Period 0		
Period 1		
Period 2		
Period 3		
Period 4		
Period 5		
Period 6		
Period 7		
Period 8		
<b>Total No. of Students:</b>		

**District Consideration:** Per Article 10.21, one (1) or more of the following options should be considered as mutually determined by the superintendent/designee, principal, and impacted Educator(s), in coordination with the Association to alleviate or mitigate the overload situation.

- Reassign students into different classrooms within the school or, where feasible, create combination classes; bus students to another school; or rescind boundary exceptions for certain students
- Employ an additional full or part-time certificated teacher if the building aggregate overload qualifies
- Employ a new paraeducator, redirect the use of a current paraeducator, or increase the hours of a currently employed paraeducator to be utilized in duties or during hours as will best alleviate the condition of overload
- Identify times or events during the year where the teacher will have an especially heavy workload and allow for additional support during that period

When the above options cannot be accomplished within available resources, the District will continue to monitor the overload situation and take action at the first opportunity to eliminate the overload. The principal is responsible for assuring that teachers are treated equitably with regard to overload situations (i.e., the teacher will not be subjected to repeated overloads in successive years when other teachers have no overload).

**Teacher Recommendation:** *(If not resolved above) To be completed by teacher.*

- Elect supplemental contract pay based on overload numbers.

Please indicate option that was used to solve the problem and any additional adjustments that will be made.

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**Aggregate Class Loads (Article 10.18):**

Impacted Educators who experience overloads shall be paid pursuant to the Overload Remedy Schedule below based on overloads in existence on the count day of each month October through May for all schools. Overload levels that trigger payments in this chapter are specified in Article 10.17 for basic education or CTE classroom teachers and Article 10.23 for special education self-contained teachers, speech language pathologists and occupational therapists. Cumulative monthly overloads earned for each semester will be paid in February and June respectively.

I elect supplemental contract pay based on overload numbers.

**Article 10.18Bii:**

Overload Remedy Schedule	
Position	\$/Student/Day
K-5 Classroom Teacher	5
6-12 Classroom Teacher	5
6-12 PE/Music	4
Special Education Self Contained Teacher*	6
Speech Language Pathologists*	3
Occupational Therapists*	3

\*Overload is based on the state countable caseloads

\_\_\_\_\_  
Impacted Educator

\_\_\_\_\_  
Administrator

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

\_\_\_\_\_  
Date sent to District Office & VEA

Forward all unresolved situations to the Executive Director of Teaching and Learning with a copy provided to VEA. Please include any recommendations appropriate for consideration at the district level.

VEA/VSD Decision:

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\_\_\_\_\_  
VEA Exec. Director or President

\_\_\_\_\_  
Executive Director of Teaching and Learning

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Learning Support Overload Resolution Form    CPA Chapter 10.23 K**

\_\_\_\_\_  
Teacher Name  
No. of students: \_\_\_\_\_

\_\_\_\_\_  
School  
Date in Overload \_\_\_\_\_

**Staff Conversions:** (Article 10.23 K).

**Elementary Learning Support Conversions (see also 10.11E):**

1. .5 teacher, 0 para hours for 1-8 students, substitute days equivalent pay per semester – 0
2. 1 teacher, 0 para hours for 9-15 students, substitute days equivalent pay per semester – 0
3. 1 teacher, 3 para hours for 16-25 students, substitute days equivalent pay per semester – 2
4. 1 teacher, 6 para hours for 26-32 students, substitute days equivalent pay per semester – 3
5. When student class size reaches the thirty-three to forty-two (33-42) range, a meeting shall be held with the principal and learning support teacher to select class size relief.  
\*Option A: One (1) teacher, twelve (12) para hours for 33-42 students, substitute days equivalent pay per semester –4, or  
\*Option B: One point five (1.5) teachers, six (6) para hours for 33-42 students, substitute days equivalent pay per semester –4. If Option B is selected by impacted teacher, Option A shall be implemented until the .5 FTE teacher is realized.

Final approval shall be determined by the Executive Director of Special Services after consulting with the Executive Director of VEA.

6. 1.5 teachers, 12 para hours for 43-50 students, substitute days equivalent pay per semester – 4

**Secondary Learning Support Conversion:**

- One (1) teacher, 6 para hours for every 32 students, sub days equivalent pay per semester – 3
- When conversion equates to a .5 FTE, they will have 3 para hours assigned and have sub days equivalent pay per semester – 0. (Example: High school has 125 students. 125 divided by 32 = 4.0 FTE and 24 para hours.)
- For secondary schools who do not have 32 students, the elementary formula will be used for staffing allocation.

Students already being served by 1:1 para shall not be included for staffing paraeducators.

\_\_\_\_\_  
Impacted Teacher

\_\_\_\_\_  
Administrator

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

\_\_\_\_\_  
Date sent to District Office & VEA

Forward all unresolved situations to the Executive Director of Special Services with copy provided to VEA. Please include any recommendations appropriate for consideration at the district level.

VEA/VSD Decision: \_\_\_\_\_

\_\_\_\_\_  
VEA Executive Director or President

\_\_\_\_\_  
Executive Director of Special Services

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

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



## Certificated Employee Special Project Proposal

Name:

Building:

Phone:

Address:

Date:

**Special Project Criteria:**

- Teachers in their final two years of employment with the district are eligible to propose a special project of up to forty (40) hours duration to be performed outside of the contracted work day.
- Special projects are those which allow the teacher to apply their experience and knowledge to undertake a project which will have future value to the school district.
- Teachers may also request project proposals from the principal and/or central office.
- The proposal must contribute to the district’s mission and school improvement.
- Projects will be discussed with and endorsed by the principal and approved by the central office.
- Special projects are compensated at the teacher’s per diem rate on a supplemental contract upon completion of the project.

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

Description of the project (stated objective, work to be accomplished, expected outcomes):

Identify how this project will contribute to the district’s mission or school improvement:

Explanation of time commitment (number of hours):

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Administrator Endorsing Signature

\_\_\_\_\_  
Date



### **NOTICE OF NONDISCRIMINATION**

*Vancouver Public Schools is an equal opportunity district in education programs, activities, services, and employment. The district does not discriminate on the basis of race, creed, color, religion, sex, national origin, marital status, sexual orientation, including gender expression or identity, age, families with children, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal. The district provides equal access to the Boy Scouts of America and other designated youth groups. The district complies with Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Older Worker Protection Act, and all other state, federal, and local equal opportunity laws. You may contact any of the following people at 2901 Falk Rd., Vancouver, Washington, 98661, or by writing to them at Vancouver School District, PO Box 8937, Vancouver, Washington 98668-8937 or by calling 360-313-1000: ADA–Kathy Everidge (kathy.everidge@vansd.org); Title VII, 504–Steve Vance (steve.vance@vansd.org); IDEA–Daniel Bettis (daniel.bettis@vansd.org); Equity Director–Janell Ephraim (Janell.ephraim@vansd.org); Affirmative Action/Title IX–Kathy Everidge (kathy.everidge@vansd.org); Title IX Elementary–Kristie Lindholm (Kristie.Lindholm@vansd.org); Title IX Secondary–Bill Oman (bill.oman@vansd.org); Athletic Equity–Jim Gray (james.gray@vansd.org). This notification can be provided in the appropriate language for communities of national origin and minority persons with limited English language skills by contacting 360-313-1250.*