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Title: **Vancouver School District #37 (Teachers Agreement) and Vancouver Education Association, National Education Association (NEA), (2003)**

K#: **800118**

Employer Name: **Vancouver School District #37 (Teachers Agreement)**

Location: **WA Vancouver**

Union: **Vancouver Education Association, National Education Association (NEA)**

Local:

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COMPREHENSIVE PROFESSIONAL AGREEMENT



BETWEEN
VANCOUVER EDUCATION ASSOCIATION
AND
VANCOUVER SCHOOL DISTRICT NO. 37

2003-05

COMPREHENSIVE PROFESSIONAL AGREEMENT

BETWEEN

VANCOUVER SCHOOL DISTRICT NO. 37

AND

VANCOUVER EDUCATION ASSOCIATION

PREAMBLE

This Agreement is made and entered into by and between the Board of Directors of 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 22 day of September, 2003.

All provisions of this Agreement will be in full force and effect from August 16, 2003, to and including August 15, 2005.

WITNESSETH:

VANCOUVER SCHOOL DISTRICT NO. 37

VANCOUVER EDUCATION ASSOCIATION

Mari Greves
President of the Board of Directors

Ann Giles
Chief Negotiator

John W. Erickson, Ph.D.
Secretary to the Board of Directors

Roy Maier
Executive Officer

Leland Goeke
Deputy Superintendent

Philip Harding
VEA President

TABLE OF CONTENTS

Chapter 1	General Provisions of Agreement
Chapter 2	Management Rights, Prerogatives and Responsibilities
Chapter 3	Association Rights, Prerogatives and Responsibilities
Chapter 4	Procedures of Communications and Negotiations
Chapter 5	Grievance Processing Procedures
Chapter 6	Leaves
Chapter 7	Professional Placement
Chapter 8	Evaluation of the Professional Performance of Certificated Staff
Chapter 9	Employee Rights, Prerogatives and Responsibilities
Chapter 10	General Conditions of Employment
Chapter 11	Professional Compensation, Economic Benefits and Security
Chapter 12	TRI Activities and Professional Development Program
Chapter 13	Special Assignments Under Supplemental Contracts
Chapter 14	Layoff, Leave, and Recall Procedures
Chapter 15	Site-Based Decision Making
Chapter 16	Professional Development Program

APPENDICES

A	Basic Contract – Certificated Staff
B	School Year Calendar
C	Salary Schedule(s)
D	Supplemental Contract
E	Enhancement TRI Program Hours/Rates and Extended Day Salary Schedule(s)
F	Dues and Assessment Check-off Authorization
G	Direct Deposit Information
H	Group Insurance Programs
I	Alternative Dispute Resolution Process

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 conform 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 hereinafter:
Association	1.1 A The term "Association" means the Vancouver Education Association.
District	1.1 B The term "District" means the Vancouver School Board, the employer, or the Vancouver School District Number Thirty-Seven (37), (their Superintendent and any person serving as their agent in an assigned administrative capacity in an area of supervisory responsibility).
Commission	1.1 C The term "Commission" means the Public Employee Relations Commission established by the Washington Legislature's Acts of 1975.
Collective bargaining	1.1 D 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.
Certificated employee terms	1.1 E The term "educator," "certificated employee," or "teacher" shall refer to all certificated employees represented in the bargaining unit.
	1.1 F "Days" shall refer to working days, unless otherwise designated.
	1.1 G "Agreement" means this agreement, signed between the Board and the Association.
Employee contract	1.1 H "Employee contract" shall refer to the <u>Basic Contract: Certificated Staff</u> , signed between an individual certificated employee and the District.
Gender, number	1.1 I Words in this Agreement denoting gender shall include both the masculine and the

feminine; and words denoting numbers shall include both the singular and plural.

- Board 1.1 J The term "Board" refers to the elected Board of Directors of the Vancouver School District.
- Superintendent 1.1 K The term "Superintendent" refers to the chief administrative officer of the Vancouver School District.
- Reasonable effort 1.1 L 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.
- 1.1 M Each year the Superintendent will inform the Association in writing of the name of the individual he/she has designated to serve as the chief negotiator for the District responsible for agreement administration and District-Association liaison discussions. (Article 1.11)
- 1.1 N Hourly rate(s) shall refer to the currently negotiated hourly rate(s) for participation and for instructional services which are utilized in making supplemental contract payments. Such rates are stipulated in Appendix C, Certificated Teaching Salary Rates.

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 as representing the non-supervisory employees.

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.

- Positions excluded from unit 1.3 A 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 his/her 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)
- 1.3 B Principals, associate principals, and half-time teacher/half-time associate principal positions are excluded from this non-supervisory educational employees unit.

Article 1.4

Duration years on majority of Agreement 1.4 A All provisions of this agreement will be in full force and effect from August 16, 2003, to and including August 15, 2005.

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

- Economic openers for distribution of legislative appropriated salary monies
- 1.4 B i. The District agrees that at anytime 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.
- Special event of alterations in salary lid legislation
- ii 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.
- Openers
- 1.4 C In the spring there will be limited openers. Each year the economic benefit package will be subject to negotiation consistent with the current letter of agreement.
- Three one-party topics
- 1.4 D 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.
- 1.4 E This Agreement incorporates the entire understanding of the parties and supersedes prior agreements.
- 1.4 F The provisions herein shall be incorporated into and considered part of the established resolutions, rules, policies, 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.
- 1.4 G 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, 1.10, 4.3, and 4.4.
- 1.4 H 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 1.4 A. 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:

- 1.6 A Additional chapters, articles, and sections may be added, provided there is mutual agreement for making such new inclusions.
- 1.6 B Segments may be deleted, provided there is mutual agreement for such deletion.
- 1.6 C 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 working in the schools of Vancouver. 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 Comprehensive Agreement

The individual Basic Contract: Certificated Staff 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 this 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 & distribution of Agreement

Upon ratification, the District and the Association shall jointly revise the Comprehensive Professional Agreement (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 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 & Communication At District & Building Levels

Day-to-day liaison function	1.11 A	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 (2) organizations, discussions on any topic of concern to either organization, and 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.
Periodic meetings executive board and superintendent consultation	1.11 B	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.
Orientation meetings of building principals & faculty reps	1.11 C	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.
Building principals & faculty reps	1.11 D	<ul style="list-style-type: none"> 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 13.3 B ii)

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 way of illustration but not by limitation, the right of the Board and its designated administrative agents to:

- 2.2 A Manage and control the District, its facilities, and its operations, and direct the working forces and affairs of the District.
- 2.2 B *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.*
- 2.2 C Determine the services, supplies and their source, 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.*
- 2.2 D *Determine the qualifications of employees, including appropriate and necessary physical condition requirement for specific positions.*
- 2.2 E Determine the number, design, location and/or relocation of buildings, offices, and facilities, the layout and the equipment, and the work areas.
- 2.2 F 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 & 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 him/her, 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 admin. decisions & 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:

- | | | |
|--|-------|---|
| Use of buildings & equipment | 3.2 A | The right to peaceful entry and use of District buildings and equipment at reasonable times and for reasonable purposes when necessary, with appropriate reimbursement, to transact Association business with the usage to be scheduled through the proper administrative channels. |
| Bulletin board use | 3.2 B | The right to post notices of activities and matters of Association concerns on bulletin boards in the faculty lounge and in other places, as authorized by the Superintendent/designee, frequented by certificated staff in each school building in the District. |
| Use of District communications service | 3.2 C | <ul style="list-style-type: none"> 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. (See also VSD Policy 2530) ii Materials distributed through the District's communication services for delivery in the work place should be designed to provide objective information relative to the (a) effective development and administration of the Comprehensive Professional Agreement 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 work place 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. |

	3.2 C	<p>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.</p> <p>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 e-mail service for an appropriate and specified period of time following such an Administration-Association conference.</p>
District information availability	3.2 D	<p>The Association shall be furnished monthly and annual financial statements and the preliminary and adopted budgets and 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.</p> <p><i>The Association will furnish copies of information pertinent to employer-employee relations topics as reasonably requested by the Superintendent or the Board.</i></p>
Scheduling meetings	3.2 E	<p>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 request of building representatives, schedule Association meetings before or after the eight-hour, on-site faculty meeting day. When the agenda permits, and 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.</p>
Office supplies	3.2 F	<p>The Association will have the right to purchase expendable office supplies regularly stocked in the warehouse. A handling charge will be established for purchased items.</p>
Staff lists & directories	3.2 G	<p>The Association will 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 printed and available each year. These staff directories are to be used for Association business and are not to be used for private purposes or for partisan political reasons.</p>
Orientation letter	3.2 H	<p>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.</p>

Orientation program	3.2 I	The Association will be provided an opportunity during the District's orientation program (twenty (20) minutes) for newly-employed certificated employees to explain the programs and operation of the Association and the rights and responsibilities of staff under the Comprehensive Professional Agreement. The agenda or format for this presentation will be provided to the District prior to the orientation.
Released time for officers business	3.2 J	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 District agrees to fund .5 FTE of base pay for release time and to fund 1.0 of benefits to include any applicable TRI benefits. The Association agrees to fund any base pay cost in excess of .5 FTE and will do so by reimbursing the District in a single payment in the fall. Compensation beyond base pay (e.g., TRI and administrative essential days) will be aggregated and paid in equal payments over ten (10) student attendance months of the school year. (This provision is subject to annual review as to its fiscal and operational feasibility.) 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 his/her immediate supervisor in the development of plans for covering his/her duties during the periods of absence.
Released time for Association business	3.2 K	<p>i 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 release requested. 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.</p> <p>ii 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 her/his 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.</p>
Released time for Association's affiliate business		

Building access **3.2 L** One (1) named Association officer, the employed executive director and the administrative assistant to the executive 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 Comprehensive Professional Agreement and for general improvement of teacher-administrative communications and relationships for school district operation. 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 Comprehensive Professional Agreement (see Article 3.2 E and 5.12 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 may 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 his/her presence in the building. These visitations shall not interfere with any employee's assigned duties and responsibilities.

Article 3.3

Association Membership and Agency Representation 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. The District shall not exert any pressure on or discriminate against any employee as regards such matters.

Article 3.4

Membership enrollment procedure Any individual now employed or to be employed in the bargaining unit, exclusive of part-time building administrators, may sign and deliver to the District or Association a Dues and Assessment Check-Off Authorization and Assignment of Wages Form (Appendix F) within ten (10) days of their commencement of employment, which form shall authorize deductions and assessments of the Association. Such authorization shall be submitted to the District's payroll office and shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the educator, and received between August 1 and August 31, preceding the designated school year for which revocation is to take effect.

Article 3.5

Agency representation fees Any individual now employed or to be employed in the future in a position in the bargaining unit who fails to sign and deliver to the District or the Association a Dues and Assessment Check-Off Authorization and Assignment of Wages Form within ten (10) days of commencement of employment will have a fee, equal to the dues required by the Association's Bylaws and Rules, to maintain membership, deducted by the District at the next payroll and forwarded to the Association as a representation fee.

Article 3.6

Equivalent dues & assignment to a charity An employee who, for bona fide religious tenets or teaching of a church or religious body of which the employee is a member, elects the right of non-association with the bargaining unit, shall pay an amount equivalent to the dues and fees as would be required of him/her in subsections b and d of Article 3.7 to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Commission shall designate the charitable organization.

Article 3.7

Miscellaneous deductions 3.7 A The District agrees to deduct from the salaries of educators represented by the Association such dues and assessments as are provided for in Article 3.4.

3.7 B The total for these deductions for each individual shall not be subject to change during a school year.

3.7 C The Association will indemnify, defend, and hold the District harmless against any claims made and against suit instituted against the District on account of any payroll deduction for the Association. The Association agrees to refund to the District any amounts paid to it in error.

3.7 D The deductions authorized will be made monthly in twelve (12) approximately equal amounts.

3.7 E 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.

3.7 F 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.

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 negotiations 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, and terms and conditions of employment" will be promptly submitted to the Commission for a decision at the request of either party.*

Article 4.3

Negotiation of a successor Comprehensive Professional Agreement **4.3 A** *On or before April 15, 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 Comprehensive Professional Agreement is subject to renewal, the parties agree to enter into negotiations in accordance with the procedures set forth herein a good faith effort to reach earliest possible settlement on a successor agreement not later than April 30.*

4.3 B *Negotiations by the District and the Association will include sharing relevant data, exchanging points of view, and making written proposals and counterproposals.*

4.3 C *Both the April 15 date and the April 30 date may be changed if mutually agreed to by the District and the Association. Each party, however, is required to submit proposals to the other party no later than May 15 and commence bargaining no later than June 1.*

Article 4.4

Right of review, consultation & 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 & Board admin. 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 & authority of negotiators Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that representatives selected 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

Designated spokesperson 4.9 A 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 his/her spokesperson.

Team size limitations 4.9 B 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.

Consultants 4.9 C 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.

Caucus 4.9 D In all negotiation sessions, either party shall have the right to call a caucus during the process of negotiations for reasonable periods of time.

Minutes & records of negotiations sessions	4.9 E	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 initiated by the spokesperson. When summary minutes are not being taken, 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. The District will provide routine and necessary clerical assistance. The Association shall share in excess costs of clerical assistance as may be mutually agreed upon at the beginning of negotiations each year.
Settlement	4.9 F	Tentative agreement on a new Comprehensive Professional Agreement 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 Comprehensive Professional Agreement will be promptly presented to the Board for ratification and adoption at an official Board meeting.
Sessions closed	4.9 G	Both parties agree that all negotiation sessions are closed meetings limited to representatives of both parties, as outlined in Article 4.9 B. 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.
News conferences	4.9 H	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.
Scheduling of negotiation sessions	4.9 I	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.
Exchange of information	4.9 J	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 3.2 D)

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 (Appendix I).

CHAPTER 5. GRIEVANCE PROCESSING PROCEDURES**Article 5.1**

Purpose & 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 Comprehensive Professional Agreement, Board policy, administrative regulation, or other administrative directive or past practice.
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Article 5.2

Association representation responsibilities	Pursuant to RCW 41.59, Section 10, the Association shall be required to represent all the employees within the bargaining unit in the processing of 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 Comprehensive Professional Agreement then in effect.
Adjustment of complaints outside the negotiated grievance procedure	

Article 5.3

Definitions	5.3 A	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.
	5.3 B	A "grievant" shall mean one or more named educators of the bargaining unit or the Association.
	5.3 C	"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.
	5.3 D	"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 his/her Association representative shall meet and discuss the complaint with his/her 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 I Step 1

Written referral to appropriate supervisor If a certificated employee has not been able to resolve his/her complaint to his/her satisfaction with his/her appropriate supervisor by informal means, he/she may submit his/her 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 the grievance was delivered to him/her, render a written decision in the matter with a brief rationale for his/her decision based on the record of his/her findings in the investigation of the complaint.

Level I Complaint 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**

Written referral to office of the Superintendent	5.5 A	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.
Grievance adjustment conference	5.5 B	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.
Time period for decision	5.5 C	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.

Board consultation time period 5.5 D The Superintendent/designee may, at his/her 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.

Article 5.6

Level III Step 3

Arbitration	5.6 A	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.
Procedures for selection of an arbitrator	5.6 B	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 by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
Power & authority of arbitrator	5.6 C	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 his/her 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 his/her findings of fact, reasoning, and conclusions on the issues 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.
Limits on evidence on Level III hearings	5.6 D	Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Level II meetings.
Arbitrator's hearings & time limits	5.6 E	The arbitrator selected will confer with the representatives of the Office of the Superintendent and the Association, will hold hearings promptly, and will issue his/her 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 him/her.
Arbitration costs	5.6 F	The costs of the services of the arbitrator including per diem expenses, if any, and his/her 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 his/her participation in the grievance procedure.

Article 5.9

Released time Every reasonable effort will be made to schedule grievance investigation 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 his/her regular assignment, he/she 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

Time limits 5.11 A 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.

Appeals 5.11 B 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.

Responses 5.11 C 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.

Extensions 5.11 D 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 & 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 him/herself or, at his/her 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, serving notices, taking appeals, reports, and recommendations, and other necessary documents.

VANCOUVER EDUCATION ASSOCIATION
and
VANCOUVER SCHOOL DISTRICT
GRIEVANCE PROCEDURE FORM

Initiation Step
(Level I - Step 1-A)

- A. Name of Grievant(s) _____
School(s) _____
Position(s) _____
- B. Appropriate Supervisor (Authority to settle complaint): _____
(See Article 5.3 D and 5.14) _____
- C. Statement of Complaint(s): [Grievance defined. Article 5.3 A] 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 his/her 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 due to grievant (five full working days after date grievance was delivered to supervisor): _____

Copies to: Grievant, VEA, Superintendent/Designee

VANCOUVER EDUCATION ASSOCIATION
and
VANCOUVER SCHOOL DISTRICT
GRIEVANCE PROCEDURE FORM

First Administrative Response to Grievance
(Level I - Step I-B)

Filed by _____

Name of Grievant(s): _____ Date of Decision: _____

School(s): _____ Delivered to Grievant: _____

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 days
of its delivery to you.

Signature of Appropriate Supervisor

Date of Decision

Copies to: Grievant, VEA, Superintendent/Designee

VANCOUVER EDUCATION ASSOCIATION
and
VANCOUVER SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM

Appeal to Office of Superintendent
(Level II, Step 2-A)

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 the grievance filed by:

Date of Appeal: _____

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

A Grievance Adjustment Conference must be scheduled on or before _____
(Ten full working days following date appeal was delivered to Superintendent/Designee [Article 5.5 B])

Signature of Association Grievance Committee
Chairperson or Designee

Date of Decision

Copies to: Grievant, VEA, Superintendent/Designee

CHAPTER 6. LEAVES**Article 6.1**

General purposes of leaves & 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 he/she is 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.
Procedure for leaves	6.1 A Applications for leaves or reimbursements for leaves must be made within time limits, in writing on proper forms, and submitted through the immediate supervisor.
Immediate supervisor level initial processing considerations	6.1 B The building principal, supervisor, or Human Resources Office 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 should generally receive a response within five (5) workdays of a complete and documented request unless school board action is required. <ul style="list-style-type: none"> 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), 6.10 (Sabbatical), 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 Office for approval or disapproval.
Seniority rights	6.1 C Seniority rights will be retained while on a sabbatical or authorized 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). <p>6.1 D Leaves will conform to law, District policy, and regulations with collective bargaining agreement provisions taking precedent when a conflict exists between the Agreement and the policy or regulation. See also Article 1.9 concerning conformity to law.</p> <p>6.1 E Family Medical Leave Act: Nothing in this chapter restricts an employee's entitlements under the Federal Family Medical Leave Act.</p>

Article 6.2

Employee Illness, Injury, and Emergency Leave

Basic formula full & part-time	6.2 A	Illness, injury, and emergency leave will be earned by each employee at the rate of eight (8) hours for each calendar month of contracted employment, September through August (twelve [12] days per year for a full contract). Part-day contracted employees will accrue leave days proportionate to the time they work each day.
	6.2 B	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.
Former employees	6.2 C	An employee returning to employment in the District will be entitled to reclaim all illness, injury, and emergency leave benefits recorded to his/her credit at the time of his/her earlier termination.
Transfer of benefits	6.2 D	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.
Extensions of benefits	6.2 E	An employee suffering extended illness or physical incapacity compelling continuous absence beyond the term of the individual's accumulated illness, injury, and emergency leave benefits, may apply for a limited extension of benefits not yet earned. Upon recommendation of the Superintendent and upon approval of the Board of Directors, such extended illness, injury, and emergency leave may be granted at the rate of forty (40) hours during each prior contracted year of service to the District, not to exceed two hundred (200) hours. Extended leave, when combined with accumulated earned leave, may not exceed a total of one hundred eighty (180) days of total accumulated/extended leave. These days are to be charged against future illness, injury, and emergency leave allowance or reimbursement made to the District if future employment does not provide illness, injury, and emergency leave entitlement. Extension of this leave is at the discretion of the District and is based on a reasonable expectation that the employee will return to work for a sufficient period to liquidate the extended leave through normal leave accrual.

- (6.2 E) Employees in their first year in the District, and others without an accumulation of sick leave days, may be advanced 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 Comprehensive Professional Agreement 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 an individual decision 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).

6.2 F **Attendance Incentive Program**

Attendance
incentive
program

- i **Annual Conversion of Illness, Injury, and Emergency Leave**
Commencing in January 1981, and on each January thereafter, any eligible employee who at the end of the immediately previous calendar year shall have accumulated in excess of sixty (60) days (480 hours) of unused illness, injury, and emergency leave may elect to receive remuneration for unused illness, injury, and emergency leave earned the previous year at the rate of twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day (8 hours) of eligible illness, injury, and emergency leave (a maximum of three (3) days or twenty-four (24) hours in any one (1) calendar year). Any such election shall be made by written notice to the payroll office during the month of January on forms provided by the District. 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.

- 6.2 F ii **Conversion of Illness, Injury, and Emergency Leave upon Retirement or Death**
 Any employee who, on or after June 12, 1980, shall retire or who shall die while employed by the District may elect (personally or by his/her 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 his/her intent to retire (beginning in 1984). If the employee does not inform the District by this date, he/she 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 III plan for the payment of medical expenses and/or premiums.
- Notification & verification procedure 6.2 G Employees, upon finding it necessary to be 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 his/her 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. Upon return to duty, an employee will be required to sign an absence report stating thereon the reason for the reported 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 to by an attending physician or other competent authority as determined by the District.

Reporting & recording of leave benefits	6.2 H	Building principals and program supervisors will regularly report to the payroll office, on forms provided, each and every case of employee absence, indicating the number of hours of such absences 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.
Pregnancy & childbirth disablement	6.2 I	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.
Emergency	6.2 J	Emergency. Emergencies are defined as those situations that have clear and present elements of risk to health, life, and property of an employee and/or his/her family. It is a situation that cannot be dealt with outside of working hours and requires the individual to absent him/herself from his/her duties for matters of bona fide necessity and not mere convenience. An emergency includes the care of a child of an employee under the age of eighteen (18) with a health condition that requires treatment or supervision.
	6.2 K	Leave Sharing for Tragic Situations
		<p>i An employee may, of his/her own choice, donate portions of his/her accumulated sick leave to come to the aid of another named employee suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment. 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.</p> <p>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.</p> <p>ii A contributing employee must have an accrued sick leave balance of more than sixty (60) days to assign his/her sick leave to another named employee as specified in 6.2 K i).</p> <p>iii An employee may donate up to six (6) days from his/her sixty (66) days during any twelve (12) month period. The donation from the employee's leave balance must be taken from the earliest days earned.</p> <p>iv An employee cannot donate sick leave days that would result in his/her sick leave account balance going below sixty (60) days.</p> <p>v Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury, and emergencies. (See Article 6.2 A and B)</p> <p>vi 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.</p>

- 6.2 K vii The provisions of Article 6.2 E that allow an advance of sick leave days from future service may be utilized in connection with this circumstance and assigned within the parameters of 6.2 E.
- viii In the event the 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.

Article 6.3

Bereavement Leave--Short-Term--Compensated

- 6.3 A 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 his/her building or unit administrator, or other appropriate authority, at the earliest possible moment.
- 6.3 B 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 a close personal friend.
- 6.3 C Bereavement leave is a separate paid leave category and is not subject to offset against sick leave or personal leave.

Scope of leaves allowed--24 hour limit

Article 6.4

Jury Duty Leave--Compensated

Leave approval procedure state & 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 his/her 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 but with the jury fee (except for mileage or other reimbursement of actual expenses) refunded to the District in partial reimbursement of the cost of supplying substitutes. Reimbursement to the District of jury duty fees shall be made as a payroll deduction and the amount to be deducted will be so acknowledged by the employee as part of the jury duty leave request.

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 his/her regular salary, up to and including fifteen (15) days, less any compensation received for his/her 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 his/her duties for the District.

Where officially documented written statement(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 his/her 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 and Paternity Leave--Compensated

6.6 A 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, a total of five (5) days will be provided for a family.) 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.

6.6 B Paternity leave. One (1) day of paternity leave will be allowed for the birth of a child. Additional days will be allowed under the emergency leave provision of this Agreement if any emergency exists.

6.6 C The above provisions are in addition to any benefit for adoption or paternity leave contained in the Federal Family Medical Leave Act or the Washington State Family Leave Act.

Article 6.7

Military Reserve/National Guard Active Training Duty--Compensated

Military Reserve or National Guard active training duty, 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:

6.7 A The employee shall provide a copy of orders and proof that such duty is mandatory and is their annual active duty training.

6.7 B Absence for active training duty shall not exceed fifteen (15) days per year.

6.7 C The employee shall experience no loss of pay or benefits for the authorized fifteen (15) days. Legal reference: RCW 38.40.060

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 to be 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 he/she cannot perform the contracted educational responsibility on that day. The educator must submit his/her 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 of school, winter or spring holiday, or after the close of school, as may be mutually determined by the educator and his/her 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 his/her 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

Sabbatical Leave--Compensated

Purposes allowed	6.10 A	When funds are available, a sabbatical leave of absence will be provided for a member of the bargaining unit for the purpose of advanced study, <i>educational research</i> , and for <i>planned travel-study programs</i> when the plan is fully documented as to its merits to assist in the improvement of educational program(s) of the District.
Timely application	6.10 B	Requests for sabbatical leave grants must be submitted not later than March 1 annually to be eligible for a grant during the next year. Application should be made on forms available in the human resources office.
	6.10 C	A person may apply for sabbatical leave after establishing seven (7) years of creditable service to the District.
Proportionate distribution of leaves	6.10 D	In consideration of applications received for each contract year, the total number of awards granted shall not exceed one-half of one percent (.05%) of the certificated staff. Due regard shall be given to equivalent distribution among classroom personnel at the elementary, middle school, and high school levels. Priority to individual applicants may be recognized on the basis of verified professional contributions and length of service to the District.
Service credit	6.10 E	Time consumed in pursuit of approved sabbatical leaves shall be credited to the individual as service to the District.
Payment formula	6.10 F	Persons granted a sabbatical leave will be awarded a stipend equal to two-thirds (2/3) of the individual's base contract salary at the time of application for the grant, provided that a combination of the sabbatical stipend and any other fellowship grant to stipend shall not exceed the individual's base contract salary at the time of application.

Consideration offered by employee	6.10 G	Persons accepting a sabbatical leave grant must agree to return to service with the District for a service period equal to at least twice (2) the period of service for which the leave was granted or, upon failure to so return, agree to repay the District the entire amount of the stipend received. Should the individual's leave be terminated by death, the repayment liability will be forgiven. Should the individual become disabled to the extent that he/she is unable to resume his/her duties or to fulfill the return obligation in its entirety, the repayment obligation will be forgiven.
Application process	6.10 H	All applications for sabbatical leave must be approved by the building principal or supervisor. All applications are subject to review by the Superintendent of Schools. Applicants may be requested to present themselves for interview by the Superintendent.
Final determination	6.10 I	Awards will be granted only after final approval by the Board of Directors and upon recommendation of the Superintendent of Schools. Decisions on the granting of sabbatical leaves rest with the District.
Placement on return	6.10 J	The District will make a reasonable effort to place a teacher returning from a sabbatical leave in a position which will permit the District to derive maximum benefits for his/her sabbatical experience.
Replacement personnel	6.10 K	An accordance with provisions of RCW 28A.405.900, certificated personnel employed to fill a vacancy created by a sabbatical leave of absence may be employed for the period of time designated for the employee on leave of absence.

Compensated Short-Term Leaves

Article 6.11

Personal Business Leave Day, Compensated

Basic rationale for leave(s)		The parties recognize that an employee may need to absent him/herself from assigned duties during the regular school day and school year to handle matters of personal business, to carry out leadership roles in non-school connected community organizations, to attend special family events, and other similar matters of significance. The District affirms that its employees should play an active role in the community without unusual personal penalties or sacrifices.
Basic restraints	6.11 A	A personal business leave will be afforded to an employee to attend to matters of bona fide importance not easily feasible to handle outside regular hours. The nature of the problem should be an urgent need, but lack the clear elements of the imminent risk to health, life, and property and is of a lesser magnitude than would qualify for emergency leave. The business should be a matter of bona fide necessity and importance and not mere convenience. The scheduling of the activity should be beyond the control of the employee. It is not intended to be used as a free-floating personal holiday and/or for the intentional extension of a holiday period or weekend for social and recreational purposes.
Situations of urgency not emergency		
Scheduling not solely controlled by employee		
Supervisor leave decision	6.11 B	Approval or disapproval of personal leave requests will be made by the immediate supervisor. Personal leave requests will be decided on their merits as outlined above and not based on whether the District or the employee bears the cost of the substitute. The basis for disapproving personal leave will be provided in writing by the supervisor to the employee.

Examples of urgent personal	6.11 C	<p>Personal business is deemed to be of the nature or similar to one (1) or more of the following:</p> <ul style="list-style-type: none"> i Attend a meeting with an attorney, reading of a will, close escrow, etc. ii Meet or assist in the departure of a guest by plane or train. iii Attend a wedding, baptism, family reunion, graduation, etc. iv Obtain a second physician's opinion in a health matter. v Attend a political convention/meeting, or organization meeting in another city. vi Attend a "playoff" in an athletic competition involving self, child, spouse, etc. vii Receive an honor or attend a gathering honoring a spouse, child, parent, etc. viii Attend small claims court, divorce, hearing, etc. ix Accompany a spouse on a business trip or prize trip to Hawaii, Europe, etc. x A marriage anniversary trip. xi Visit with a seriously ill family member. xii Assist in the first few days with a newborn grandchild, etc. xiii Other urgent business similar to those listed in "A" above.
	6.11 D	<p>The supervisor's decision to deny the leave request may be brought forward by the Executive Director, VEA, and the administrator responsible for Human Resources for review by the Superintendent. The decision of the reviewing official is considered final.</p>
Basic allocation	6.11 E	<p>The District will make available, as needed, a total of two (2) days of personal business leave each school year for an employee, in addition to any authorized carryover from a prior year (see below). The District will bear the substitute cost for the first two days of personal leave plus any authorized carryover leave.</p>
	6.11 F	<ul style="list-style-type: none"> i The District will automatically carry forward up to three (3) days of personal leave into subsequent leave years. Employees will be allowed to have a maximum personal leave accrual of five (5) days inclusive of up to three (3) days carryover and the current year's two (2) day entitlement. Leave in excess of three (3) days at the end of the leave year will automatically be cashed out at the substitute rate. ii An employee may request up to five (5) additional personal leave days with the employee bearing the cost of the substitute for the reasons outlined above. Reimbursement for substitute cost shall be made as a payroll deduction and will be so acknowledged by the employee as part of the leave request. It is anticipated that such request will be made under exceptional circumstances. Approval of such leave is at the District's discretion.

Substitute supply & demand considerations	6.11 G	The parties acknowledge that the District's first and foremost responsibility is to provide an effective instructional program for the students. Non-emergency personal business 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 a 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.
Critical periods opening & closing a school year	i	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 business 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.
District discretion of 2% limitation of personal business leaves on a particular day	ii	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 business leaves allowed on any one (1) day to 2% of the total District certificated staff. The District may further restrict the 2% 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 business leaves will normally be approved in the order in which the leave was approved by the supervisor, then submitted to the automated substitute system or as appropriate.
Normally, first come, first served scheduling		
Minimum of 24 hours advance request required	6.11 H	Application for personal business leave should be made as far in advance as possible and not less than twenty-four (24) hours to allow the District ample opportunity to determine if a qualified substitute is available and the teacher can be released.
Individual Days	6.11 I	An employee will not be required to provide a verbal or written explanation of the reasons for personal business leave, providing the employee is not under a verbal or written caution for excessive or unauthorized absences or tardiness, and providing the absence would not compromise significant pre-scheduled academic or site-based activities as determined by the employee and the immediate supervisor.

Article 6.12

Uncompensated Leaves - Short-Term and Long-Term

General provisions	6.12 A	Authorized uncompensated leaves of absence may be allowed for any one (1) of the following reasons with approval of each request to be based on 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 (1) individual or group of employees.
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Recognized purposes for granting short- & long-term leaves	6.12 A	i	<ul style="list-style-type: none"> a. Absence due to government service or obligation b. Rest and recuperation or emergency family illness advanced education c. Family care (long-term family member illness, injury, disability) travel d. Sick leave beyond accumulated days e. Exchange teacher, Peace Corps or Volunteers in Service to America f. To facilitate professional and personal growth of benefit to the individual and to the District. g. Other significantly important reasons
Adequate replacement personnel a requirement for discretionary leaves		ii	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.
Application information		iii	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.
Continuation of group insurance benefits		iv	Employee benefits (group insurance programs) which an individual desires and for which he/she may be eligible, may be continued at the employee's expense, if necessary, by his/her direct payment to the business office during a period of authorized leave and when consistent with the regulations of the insurance carrier.

Uncompensated - Short-Term

	6.12 B		Authorized uncompensated short-term leave (i.e., leave for less than two weeks) will be allowed to an employee, in accordance with the provision above and the following guidelines:
Timely application minimum of 24 hours		i	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 his/her building or unit administrator, or other appropriate authority, at the earliest possible moment.
Valid purpose		ii	For purposes which could not reasonably have been accomplished outside the contracted school day and/or year.
Extension of holidays limit		iii	When the days requested would extend a vacation period, it must be <i>documented and will be allowed only for significantly important personal reasons</i> . Decision on granting of extension rest with the District.
Elected public official leave		iv	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 matter.

Uncompensated - Long-Term

6.12 C An authorized uncompensated leave may be allowed to an employee within the following guidelines:

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| Timely application April 1 - discretionary leaves | i | Approval for a long-term uncompensated leave, e.g., leave for two weeks 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 assignment" for a substantial period of time during an ensuing school contract year. |
| Minimum application information | 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, exclusive of those granted full year sabbatical leaves. |
| Contents of long-term leave contracts | iii | The application for a long-term leave shall include the information cited in Article 6.12 A iii and iv above, and a statement of the positions in the District in which the individual would desire to be placed on his/her return from the leave. It must be noted, however, that the District's only obligation is to assign an individual to a position for which he/she is qualified. |
| Purpose, date & position assignment on return | iv | 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 his/her 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. |
| Legal considerations | v | An employee on long-term leave of absence must indicate in writing to the Superintendent/designee by March 1 (preceding the school year when he/she is to return from leave or another specific notification date as may have been provided in the leave form) that he/she will be returning to the District on the date he/she is obligated to return to duty. Failure to do so will constitute an implied resignation from the District. Should the employee subsequently reapply, he/she may be placed in an available vacancy if one exists, but will have otherwise forfeited his/her right to re-employment. |
| Provisions of termination of long-term leave | vi | 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. 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. |
| Provisions to request extension of long-term leave | | |
| Superintendent & Board approval required | | |

Delegate replacement personnel for employees on leave	6.12 C	vii A "delegate 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.
Seniority rights insurance & privileges	viii	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 with the carrier's approval, provided prepayment of amounts due are directly transmitted by the individual to the School District business office.

Article 6.13

District Budget Crisis Leave--Uncompensated (See Chapter 14)

Purpose of leave	6.13 A	During a period of a District budget crisis such as a double 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 non-renewal or dismissal as may apply for such leave.
Usual application dates Nature of consideration offered for a leave	6.13 B	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 non-renewal/dismissal will offer as consideration for the granting of such leave the waiver and abandonment of such appeal rights provided him/her under law for a non-renewal/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 non-renewal/dismissal notice simultaneously with a request for a District budget crisis leave. Upon approval of the leave, the appeal will be dropped.
Immediate availability during crisis year not required	6.13 C	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.
Leave extensions for a continuing crisis situation	6.13 D	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.
Partial year reinstatements in crisis years	6.13 E	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.

Preferential placement of individuals on leave	6.13 F	Qualified employees seeking reinstatement shall have preference over current employees in filling of any vacancy in the year(s) of a budget crisis.
Reinstatement criteria same as non-renewal criteria	6.13 G	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 non-renewal or dismissal in the layoff and recall procedure. Employees determined most eligible for retention will be the first to be reinstated.
District employment pool, source for filling partial & full-year vacancies	6.13 H	<p>i All certificated employees who receive notice of probable cause of non-renewal 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).</p> <p>ii 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.</p>
Duration in employment pool substitute service	6.13 I	Certificated employees will be retained in the District employment pool until reemployed, or resigned, or by allowing their economic leave to lapse by not making a timely annual application for an extension. (See Article 6.13 D) Any individual in the pool will, on request, be placed on the substitute teachers' list for the following year.
Procedure for creating a voluntary "vacancy" in economic crisis year	6.13 J	Any individual in the bargaining unit who may not have been named for non-renewal or discharge by operation of the layoff and recall criteria and procedures may, of his/her 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 his/her regular assignment for a stipulated half or full school year.
Employment status continuation of group insurance programs	6.13 K	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. He/she shall be provided full opportunity to make mutually satisfactory and necessary arrangements to provide direct payments through the District business office 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, or because of a handicap, *as will best meet the requirements of a specific position opening in a District program.*

Article 7.2

Basic placement decisions consideration

7.2 A 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 of 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.

Personal preference considerations an objective not a mandate

7.2 B It is an objective of the District to try to place each certificated staff member into an assignment of his/her 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 he/she 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 he/she would leave.

Article 7.3

Definitions

In the interest of common understanding of terms used in the placement of personnel, the following terms are hereby defined:

- 7.3 A **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.

- 7.3 A 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)
- 7.3 B **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 sabbatical, regular, or other leave (RCW 28A.405.900). The replacement may not necessarily serve in the same position vacated by the individual on leave. (This classification was previously referred to as delegate assignment. 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, or the placement of an employee in a specific position for a period of not more than twenty (20) days. Such employment does not confer benefits, and will be paid at the Board approved daily rate regardless of the aggregate rate of employment (i.e., less than, equal to, or greater than 30 days in a given year.) 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 **Term Substitute Assignment**
- v.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.

- 7.3 B v.b. The assignment will terminate upon the return of the standard assignment teacher, a drop in student enrollment, or the end of the school year, whichever comes first. However, if the individual is not replacing a teacher on indeterminate sick or other similar leave, he/she should be offered a contract for the remainder of the year or a provisional contract if: he/she has 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 term substitute replacement is treated like an acting assignment, and the position will be subject to PIR placement for the ensuing school year. If qualified and registered PIR candidates are not available, the District may permanently assign the position to the former term substitute or another candidate.
- v.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 his/her qualifications and becomes a member of the teachers' bargaining unit, subject to representation fees, 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, subject to representation fees, 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 term substitute will be eligible for enrollment in the group insurance plans of the District following their twenty-first (21) working day of employment in the same assignment. An employee who:
- 1 is assigned to a term substitute appointment that meets the requirements of Article 7.3, and
 - 2 who completes the 21st working day qualifying period, and
 - 3 whose term sub appointment subsequently terminates, and
 - 4 who is again assigned as a term sub under Article 7.3 in the same school year,
 - 5 will not be required to complete a second qualifying period, and
 - 6 will be eligible to subscribe to health benefits on the first day of the month following the first month in which they work a majority of the working days.
- v.d. **Re-employed Annuitants:** When a retired employee is placed on a one-year contract or as a term substitute, the employee will be entitled to the following compensation and benefits:
- 1 Payment from the first day of the term substitute or one-year appointment at the appropriate per diem rate based on education and years of experience.
 - 2 Coverage under the dental, vision, and prescription insurance program if employed as a .36 or greater FTE.
 - 3 Entitlement to TRJ on the same basis as all other employees if employed for .5 or greater FTE.

- 7.3 B v.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. (Example: 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.)
- vi **Protected Positions.** The Association has reluctantly acknowledged that the District must assign qualified personnel to certain co- and extracurricular student programs to ensure they will be of good quality. Consequently, an individual of little District seniority that has the necessary qualifications to handle both a co- and extracurricular assignment as well as a regular curriculum assignment can obtain a 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-/extracurricular activity assignment is at risk to be reassigned. The administrative prerogative to assign individuals of little seniority in protected co-/extracurricular "protected" positions should be kept to a critical few situations. Certificated staff members placed into the three (3) classes of positions in a building as identified below are protected from an involuntary reassignment caused by the reduction of staff in a building.
- vi.a. Staff assigned because of established affirmative action program staffing objectives, ethnic-minority, etc.
- vi.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.
- vi.c. Intramural director in middle schools.
- Transfers 7.3 C **Transfer** refers essentially to a change in place (e.g., building or administrative unit) where services are performed. An administrative unit exists when all like certificated employees are managed and supervised under a central administrator (e.g., counselors, psychologists, visual and performing arts, ELL teachers, and special services teachers for high needs students). 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. 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
- Reassignment 7.3 D **Reassignment:** Reassignment refers to a change in a "position," i.e., new grade level, subject matter, administrative position (with or without transfer to another place).
- Opening 7.3 E **Opening:** An opening in a position exists when no currently employed certificated person has been formally assigned to fill it.

Vacancy	7.3 F	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, 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 July 15 and October 15 may be considered a vacancy subject to the PIR provisions of this chapter.
Position Interest Register defined & described	7.3 G	A Position Interest Register procedure will be maintained by the Human Resources Office to provide an employee the opportunity to officially register his/her interest and willingness to be considered and assigned to a position opening(s) when it appears.
Specific position(s) interest		i An employee may file for a specific position opening(s). A request for assignment to a specific position will constitute an employee's authorization for him/her to be placed in the position at any time it becomes available without the necessity of additional consultation with the Human Resources Office.
General transfer & reassignment interest		ii An employee may file a general transfer and/or reassignment interest request indicating that he/she is interested and will accept any open position for which he/she may be qualified by certification and college preparation, i.e., majors and minors and/or prior experience, after basic consultation with the Human Resources Office. Employees will be restricted in their selection of sites for which they wish to be considered to three (3) sites for secondary employees and four (4) sites for elementary employees.
Summer service on the Position Interest Register		iii The Human Resources Office will maintain, in conjunction with the regular Position Interest Register, an opportunity for employees to provide specific and accurate information of addresses and phone numbers where they may 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 Office will not attempt, except in an involuntary assignment situation, to notify the employee of openings of interest to him/her as listed in the regular Position Interest Register between the last duty day of one (1) school year and August 15.
Duration of interest listings		iv.a. An employee's position listing(s) in the Position Interest Register will expire automatically August 15 of each year. Employees may register between January 1 and March 14 for the ensuing year. iv.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. iv.c. Employees are responsible for investigating the site(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.

	7.3 G	<ul style="list-style-type: none"> iv.d. When an employee has upgraded his/her qualifications for a particular position after March 15, the employee may contact the Human Resources Office to make notation that he/she has 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. iv.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 Office. v. 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. vi. The District will provide for the return of teachers on special assignment to the classroom by granting them a placement choice from any available vacancy for which they are qualified prior to making the PIR listing available to buildings for placement. Seniority will apply within the TOSA grouping.
Posting	7.3 H	Posting: The procedure by which the District provides information about openings and vacancies to employees and to individuals interested in becoming employees with the District. (See also Article 7.7)
Seniority	7.3 I	Seniority: For the purposes of Chapter 7 seniority is defined as the total number of most recent continuous full years of service under a regular contract in the Vancouver School District.

Article 7.4

An individual, to be assured full consideration in obtaining desired placements, is responsible to regularly inspect and update his/her personnel file by submitting current, official transcripts, certificates, credentials, evaluations of experience, and other pertinent documents regarding his/her 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.
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Article 7.6

Position classification	A position posting will provide the following information:
	7.6 A The District will specify the tenure of the position.

Minimum & desirable qualifications	7.6 B	The basic qualifications necessary for an applicant to be considered for placement in it 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 or through the Human Resource Office.
Extended duties & responsibilities requirement	7.6 C	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.
Affirmative action weightings	7.6 D	A specific position posting shall include a statement, when appropriate, of any special considerations under the affirmative action plan established for the District.
	7.6 E	The probable location of the position (when known).
	7.6 F	The District official to be contacted for an application.

Article 7.7

Posting guidelines	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.	
Position Opening posting		
Primary means of notification	7.7 A	The primary means of notifying the in-district candidates of openings shall be the Position Interest Register procedure and the District web site and e-mail (see 7.7 C).
Posting time limits period Oct. 15-July 15 5 days	7.7 B	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.
Period July 16-Oct. 14 summary decisions		ii During the period 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 Position Interest Register.
Time limit newly created		iii 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.

- 7.7 B 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.
 - Bulletin procedures, posted positions 7.7 C i All position openings will be posted on the VSD's web site. 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.
 - Schools without technology ii For schools that are not current with technology, the posting(s) will be faxed to the secretary for posting in the building in a location where all employees will have the opportunity to view all posted positions.
 - iii 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 Office 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.
- 7.7 D The outgoing Association president will have first seniority in PIR placement.

Article 7.8

Annual Timeline and Procedures for Staff Deployment to Staff District Programs

- Position Interest Register enrollment period 7.8 A Professional staff are invited to register their interest through the District's web site or in the Human Resources Office (January 1—March 14) to be considered for openings.
 - Student population & program forecasting needs 7.8 B 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.
 - Curriculum staffing needs 7.8 B ii Secondary principals will define positions (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.

Extracurricular-staffing needs	iii Each principal will also determine the positions needed in paid co-curricular and extracurricular programs for the effective operation of the school. (Article 7.3 B vi)
Discussion with building faculty reps of curriculum program & staff assignments	7.8 C i Each principal will review the qualifications of the staff currently assigned to the school to try to properly place each resident staff member into identified positions in the programs. The principal will meet with the building faculty advisory council (faculty representatives) to discuss program and staffing plans as soon as information is available for discussion purposes, but not later than the first week of May. ii The principal will call for volunteers for identified building assignments or placement in the unassigned pool.
Tentative placement plans formulated	iii The principal will tentatively place individual educators of the building staff according to the qualifications and will consider personal preferences of each educator to carry out the identified position assignments.
Human resources involvement	7.8 D i The principal will identify to the Human Resources Office 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 resident 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 Office the individuals tentatively assigned as excess pursuant to established criteria followed (Article 7.9) and the specific rationale for each decision.
Employee notification of placement to "unassigned staff" pool conference	7.8 E i An individual not assigned in the principal's initial staff placement plan (Article 7.8 C i) will be notified in writing by Human Resources that he/she is 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.
Unassigned staff pool considerations	ii Individuals placed in an unassigned pool may complete a Position Interest Register 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.
Displaced person consideration	iii An individual involuntarily placed will be given priority consideration for assignment into District openings in accordance with his/her qualifications, preference, and total cumulative seniority as a certificated staff person in the District.
Reinstatement provision (District determination)	7.8 E iv 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 (as determined by the District) that may occur following his/her displacement providing he/she has 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

Criteria for the placement of an individual in a position (existing or newly-created, curricular or extracurricular program) are in priority order as follows:

Final placement considerations in displacement	7.9 A	A candidate is deemed qualified for a defined position by virtue of documented qualifications to handle all of the responsibilities of the position. Relevant qualifications are:
Fully qualified consideration		<ul style="list-style-type: none"> i Proper certification ii Formal training: i.e., a major or minor or a comparable equivalent number and pattern of course units that would qualify an individual as determined by the District. iii Experience: Written verification of prior successful experience in teaching a subject, etc., or in the case of extracurricular activities adequate experience or education as determined by the District except as limited in Article 7.3 B ii, Acting Assignment. iv Performance: Demonstration of successful performance based on documented evaluations and/or disciplinary actions. All such evaluations of internal employees will give full and fair consideration to employee comments thereto, and will only consider evaluation or behavior data that is documented in compliance with this Agreement. v Interviews: The purpose of the interview for in-district candidates shall be exclusively for the purpose of verification and validation of the qualifications stated in i, ii, and iii above. The interview process and/or performance of the interviewer shall not be used to determine the capability of the candidate(s) for a position which has been opened pursuant to the provisions in the Position Interest Register. The composition of the interview team, if used, shall consist of the building principal and no more than two (2) other staff members from within the building for which the open position exists. It is understood that the principal shall determine the recommendation for the position.
Protected assignment considered	7.9 B	Any applicable affirmative action program objectives, considerations, and other protected assignments that may apply will be considered.
Involuntary prior displacement placement	7.9 C	Involuntary displacement considerations, i.e. reinstatement to original building assignment. (See Article 7.8 E iv)
Staffing sequence	7.9 D	The sequence for making staffing decisions within the District is: <ul style="list-style-type: none"> i Candidates in the building. ii Candidates in the District. iii Candidates from outside of the District.
Seniority	7.9 E	Seniority is as defined in Article 7.3 I.

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

Article 7.10

Information to building administrators 7.10 A The Human Resources Office will utilize the Position Interest Register 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.

Applicant selection assignment responsibilities 7.10 B The Human Resources Office is responsible for the Position Interest Register, 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 Office.

7.10 C 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 his/her assignment in a specific position will continue through the next school year without alteration if he/she has not been given written notification prior to June 1 that circumstances exist and there is a probability that his/her position may be abolished or substantially altered, or he/she may be transferred or reassigned to another position. 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 his/her attention at his/her last known phone or mailing address. He/she will be given every reasonable assistance in being placed in an open position of his/her choice of those available up to the opening day of school. He/she may request that such a placement be recorded as an involuntary placement in his/her 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 Office to meet with an appropriate administrator for the purpose of obtaining counsel as to what specific steps, if any, he/she 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 may be included in his/her 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 (Article 7.3 B ii) in reorganization of the building staff or employment of an individual on a delegate assignment basis (Article 7.3 B iii). 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 Placements**

Involuntary placements	7.14 A	Involuntary changes in placement of professional educators – transfers or reassignments – 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:
Volunteers	i	No opening will be filled or created by means of involuntary change, if there is a qualified employee volunteer available in the same building.
Considerations required	ii	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 his/her total compensation.
Explanation conference	iii	Such involuntary changes in placement will occur only after a conference between the individual and the administrator of Human Resources and/or his/her designee, at which time the individual will 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.
Representation allowed	iv	At the time of scheduling any such explanatory conference, the individual employee may, at his/her option, be accompanied by a representative of his/her own choosing from the Association.
Alternate vacancies provided	v	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 he/she is qualified in the District, and shall be afforded an alternative opportunity to apply for any vacancy so listed.

Statutory rights protected	7.14 A	vi No involuntary change in placements will be effected that may compromise in any way the employee's rights under the statutory provisions.
	7.14 B	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 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: <ul style="list-style-type: none"> 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.

Article 7.15

Promotional positions	7.15 A	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.
Temporary & permanent promotional positions defined	7.15 B	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.
Explanation conference	7.15 C	The two (2) previous Articles (7.15 A and B) do not apply to positions created in reorganization/consolidation of administrative positions or lateral transfers of current administrative employees.

Article 7.16

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 are subject to review and final approval by the Human Resources Office.
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Article 7.17**Relocation of teachers**

Relocation of a teacher and/or his/her class to another building shall be accomplished: with the greatest possible prior notice; with possible assistance in packing, transporting, and unpacking materials from the one site to the other to eliminate or reduce the necessity of overtime by the teacher. The District will determine if extra paid work day(s) will be provided in making the transition.

When a building is closed or opened due to remodeling, construction, etc., and a certificated staff member is required to relocate to another site, the VSD will provide two (2) eight (8) hour days per affected staff member. Adjustments may be made by mutual agreement of the principal and the staff member(s).

When a temporary disruption due to remodeling, construction, etc., of the workplace requires a staff member to move to another area within the same building (site), the sixteen (16) hours may be utilized to accomplish the move(s). Distribution of hours worked will be applied in a flexible manner to accomplish the needs of the individual and the District. However, it is recognized that construction contracts may restrict the flexibility requested.

The District shall transport the supplies, materials, and equipment to the designated site or classroom.

In the event that a certificated staff member is required to relocate after the beginning of the school year to a reassignment or is 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.

Article 7.18**TOSAs and Mentors**

Teachers on Special Assignment (TOSA): The District is encouraged to use teachers on special assignment to perform functions that can best be fulfilled with classroom teacher knowledge, and that are appropriately rotated among teachers to maintain a contemporary knowledge of classroom needs, issues, and challenges. Activities included in this category include, but are not limited to, mentoring, curriculum review and development, special program operations, and development of extended learning programs. In making such assignments, the following provisions apply:

- 7.18 A i The District will post the position in accordance with normal posting requirements of this contract and subject to any qualification criteria otherwise specified (i.e., OSPI or RCW requirements). Qualifications will be based on job analysis of the position/function to be performed. Additionally, the District will encourage building administrators to consult with their site-based team and recommend well-qualified teachers for consideration. An annual reminder of this will be made by VEA when teachers and administrators are completing the self-assessment process. The District retains the final decision regarding selection.
- ii TOSA assignments in mentoring and curriculum will normally be for a two-year period. A lesser period may be stipulated in the job posting based on the specific need. The District may extend the TOSA assignment for a third year without further consideration of other members when it is necessary for completion of a project. The District will inform the Association of such situations and the reason therefore.

- 7.18 A
- iii To the extent practical, TOSAs will represent the full spectrum of classroom teachers (grade level categories), and will be provided with experience across the spectrum of TOSA responsibilities (i.e., mentoring, curriculum, etc.).
 - iv The District will provide TOSAs with professional development and leadership development opportunities while on special assignment.
 - v The District will aggregate extended days/year (Appendix E), TRI, and any other agreed upon, additional, compensation and provide for payment of the aggregate amount over the ten (10) student attendance months. In no case will the District reduce the extended day amount below any state authorized and funded stipend.
 - vi TOSAs on part-time release will be paid proportionately to full-time TOSAs.
 - vii Extended-day compensation and duties are in addition to the basic contract and are based on an eight (8) hour on-site duty day.
 - viii TOSAs completing the special assignment will return to the classroom via the PIR provisions for TOSAs (7.3 G vi).
- 7.18 B **Mentors.** Certificated staff who have been selected to serve as mentors on an as-needed basis will be granted substitute release time for mentoring or will be compensated for hours outside the normal on-site day at the hourly rate specified in this agreement for supplemental contracts.

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.

Article 8.2

Priorities of
purpose of
evaluation

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

- 8.2 A To improve the professional performance of the employee.
- 8.2 B To provide the employee with regular feedback about his/her performance.
- 8.2 C To specifically inform the employee of ways in which he/she can improve.
- 8.2 D To identify specific training needs of an employee.
- 8.2 E 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 his/her counterpart in administrative units to whom a certificated person has been assigned. Any principal or other supervisor 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 his/her 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 to perform the evaluative process for designated members of the school's staff.

Article 8.5

Program
supervisor
evaluation
responsibility

For certificated employees assigned to specialized areas of instruction where program supervisors are provided, the program supervisor will assist in the evaluative process giving special attention to the specialized knowledge and technique of the teacher in his/her assigned area of instruction.

Article 8.6

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 8.7

Pre-school preps for evaluation

Building principals, associate principals, and other responsible supervisors will plan and schedule as part of the annual pre-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 should be supplemented by other methods of evaluation and through the use of input that the employee may choose to provide.

Designation of evaluators

Review of evaluation criteria

Article 8.8

Annual evaluation reports due

Every certificated employee will be evaluated annually and an official report of that evaluation on the appropriate form shall be filed in the Human Resources Office. Evaluation reports on all certificated employees must be filed in the Human Resources Office no later than twenty (20) school days before the end of the year.

Article 8.9

New employee evaluation time dimensions

The 1992 Legislature established an initial two-year (2) period of time for teachers new to teaching in Washington State as a "provisional contract" status to demonstrate a satisfactory performance period prior to attainment of "continuing contract" status. During the initial two-year (2) period 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 Office no later than one hundred and five (105) calendar days from the employee's beginning date of service. In the event the employee does not make sufficient progress toward improvement during an established probationary period, he/she will be separated from service with the District as is provided in statute.

Article 8.10

Preliminary report

For all continuing employees whose performance is judged to be unsatisfactory, a report stating the probable causes or reasons 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 supervisor and employee are unable to agree upon a mutually acceptable plan for improvement, the supervisor 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 his/her performance.

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status 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 his/her option, have a representative from the Association accompany him/her 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:

- 8.10 A i. Specific areas of performance deficiencies.
- 8.10 B i. Suggested specific and reasonable program for improvement.
- 8.10 C i. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.

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:

- 8.10 A ii. Provided with written notice of their deficiencies by the Superintendent/designee at any time that performance is deemed to be unsatisfactory.
- 8.10 B ii. Provided with a suggested specific and reasonable plan for improvement.
- 8.10 C ii. 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 8.11

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 supervisors in the evaluation and professional development process, all information used in the evaluation should have been shared and discussed during the course of the year as it became available and consistent with other provisions of this Agreement.

Article 8.12

Evaluation during the probationary period:

Evaluation during probationary period

- 8.12 A 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 supervisor may designate a certificated employee to assist the employee in improving his/her 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.
- 8.12 B During the probationary period, the principal or other designated evaluator shall meet with the probationary employee at least twice (2) 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.

- 8.12 C The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or designated evaluation supervisor in those areas specifically detailed in the improvement program evaluation meetings.

Article 8.13

Recommendation for non-renewal In cases where recommendations for improvement are not effected and deficiencies are not corrected during the prescribed probationary period, the supervisor will advise the employee of such a conclusion and of the fact that the supervisor must recommend that the employee's service contract not be renewed for the following year.

Article 8.14

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 his or her 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 8.15

- Forms required for use in evaluation process 8.15 A The observation form is designed and intended for use as an instrument of detailed and immediate communication between the employee and the supervisor in their ongoing relationship. It is mandated for use in evaluation conferences and such conferences shall be scheduled promptly after each significant classroom observation or at such time as the supervisor or employee deems a performance discussion to be appropriate. Not fewer than two (2) visits, a total of sixty (60) minutes, will be scheduled each year. At the conclusion of each conference where the Classroom/Professional Activities Observation Notes form has 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. It does not necessarily denote the employee's full concurrence in the evaluator's conclusions. Signed copies of each form will 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 Office when that office is providing assistance to the supervisor or the employee in performance improvement or professional development planning.
- Function of Professional Activities Observation Forms
- Employee's signature acknowledges supervisor's comments 8.15 B 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. A copy will be provided 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 forwarded to the Human Resources Office for filing 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 Office within ten (10)
- Interview notes not sent to human resources

Function of
Summative
Eval. Report

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 8.16

- 8.16 A The certificated employee should complete an annual self-assessment/evaluation, including the setting of individual professional goals and outlining a plan for the accomplishment of such goals. The plan may include observations and comments by one or more peers of the employee's choice (see Article 8.15), comments by students and/or parents, and the use of District or building goals, personal records, and/or District evaluations.
- 8.16 B During September and October, teacher participants and their supervisors will meet to thoroughly discuss the employee's self-assessment and for the administrator to provide his/her input to the self-assessment result and professional development plans. Participants should have in mind their professional goals.
- 8.16 C The employee may identify to his/her evaluator two (2) or more peer teachers, specialists, or clinicians in a like job assignment, that have agreed to serve as a designated peer consultant to work with the requesting teacher toward the improvement of his/her skills and knowledge of teaching. The District will designate one (1) of the candidates as the peer consultant and authorize the payment of released time costs. The District will allocate at least one (1) day of released time substitute costs for the peer consultant to provide in-class visitation for observations and/or demonstrations, etc. The final decision on a denial for stipulated and reasonable cause utilizing this service rests with the Human Resources Office.
- 8.16 D When funds are available, the District will annually establish and allocate funds not to exceed \$12,000 to allow release-time substitute costs for approximately one-third (1/3) of the teaching staff to participate in a peer consultant supervision/experiment project.
- 8.16 E Consistent with the tenets of evaluation procedures, the peer consultant may provide positive input, regarding his/her observation to the employee's primary evaluator to validate the individuals participation in the process.
- 8.16 F The administrator for Human Resources will be responsible for working with building administrators for coordinating and scheduling of a peer consultant, obtaining a substitute, etc., and providing notification to all parties of interest when all arrangements have been formalized.

Article 8.17

- 8.17 A 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.
- 8.17 B 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. *See footnote.
- 8.17 C 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 his/her Observation Notes form 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 same grounds stated above.

Article 8.18

The Evaluation System Resource Manual is hereby made a part of this chapter by reference.

*Footnote: RCW 28A.405.310. The discharge and non-renewal statute procedures provide the procedures that will finally be utilized by a designated neutral attorney/hearing officer to resolve any disputes should the District determine to pursue that course of action.

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 his/her professional performance and competency and continued employment status, except as it may directly prevent the educator from properly performing his/her assigned functions during the workday.
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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 violative of law.
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Article 9.3**The Right to Academic Freedom & 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.
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Article 9.4

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

Responsibility	9.4 A	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.
	9.4 B	Students will be encouraged to withhold judgment until viewpoints and available information have been considered.
	9.4 C	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.
	9.4 D	The teacher will respect positions other than his/her own. The teacher will state his/her position, biases, or beliefs when requested by students, but should make every effort to identify statements of opinion and statements of fact.

- 9.4 E 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, he/she may require that proponents of other viewpoints have a similar opportunity to be heard. The administrator may withhold approval when he/she has reason to believe that a speaker or his/her 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, conversations, 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 the 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 his/her public expressions of opinion. Each educator should clearly distinguish in his/her public statements between personal opinions and when he/she may be serving as a spokesperson for the District or the Association.

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

- 9.6 A While public employees have the right to self-expression on matters of public concern, their speech may not be disruptive to the workplace.
- 9.6 B 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.
- 9.6 C An employee has the right to criticize policies or practices in his/her school system in remarks communicated privately to his/her supervisor without fear of being disciplined for that.

- 9.6 D 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.
- 9.6 E 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

Association
membership
activities
protected

The District and the Association recognize that every certificated employee shall have the right to freely organize, join, and support an employee organization of his/her choice for the purpose of professional improvement, engaging in negotiations and other concerted activities for mutual aid and protection except as may be specifically limited by this Agreement, under rights of the Association as the officially recognized bargaining agency. 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 and constitutions of the state of Washington and the United States: that it will not discriminate against any certificated employee with respect to any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any grievance complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Article 9.8

Right of Nondiscrimination

District
responsibilities

Association
responsibilities

The District shall adhere to a policy of not discriminating against any certificated employee in his/her employment relationships on the basis of race, creed, color, national origin, sex, family, domicile, marital status, age, physical or sensory handicap, or membership in an employee organization. The Association shall adhere to a policy of admitting to its membership all certificated employees without discrimination on the basis of race, creed, color, physical and sensory handicap.

Article 9.9

Responding to Parent/Community Complaints

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 his/her supervisors when there are discussions of events or circumstances that are relative to an evaluation of his/her 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.

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.

9.10 A **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.

Written letter of admonition procedure

i 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 his/her 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.

Distribution of letters of admonishment

ii A letter of admonition will be retained in the administrator's file. The letter shall be signed by the recipient, indicating only that he/she has seen it and does not necessarily indicate he/she agrees with the content. A copy of the letter will be provided to the educator.

9.10 B A Letter of Reprimand

Written reprimand for the record procedure	9.10 B	i 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.
Causes for a reprimand	ii	A letter of reprimand may be issued for an incident when an error of judgment or negligence that may reasonably be construed to have placed in jeopardy the mental and physical health and safety of a person entrusted to his/her 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 Office 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.
Recorded reprimand procedure	iii	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, his/her right to representation, and given an opportunity to defend him/herself. 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 Office 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 his/her supervisor.
Prior notice representation required		
Employee's representation witness	iv	An employee will always be given the right to include another person of his/her 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.
	9.10 C	Suspension for just and sufficient cause as allowed by state statute and District policy.
	9.10 D	Separation for just and sufficient cause as allowed by state statute and District policy.

Article 9.11

Procedure for review & removal of derogatory 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 his/her file in the Human Resources Office 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 Office. 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 from 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 & Access to Personnel Files, Materials, & Information**

Rights of access to all materials & 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. Supervisors may retain pertinent records about events that involve employees, providing that the employees shall have access to such a file.

Article 9.14

Right of counsel in making file reviews

At the request of the individual educator, other persons of his/her own choosing may be present with him/her in reviewing his/her 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: <ol style="list-style-type: none"> i Professional certification for positions held or desired. ii All formal evaluation reports with rebuttal statements attached, if any. (<u>Classroom/Professional Activities Observation Notes</u> 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 recently filed home and forwarding address(es).
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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 his/her own comments or the right to have it reviewed at a fair hearing and removed if warranted.
Notification required & rebuttal allowed proper receipt procedure	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 Office unless it is a current, relevant, and important part of an immediate or possible non-renewal or other discipline hearing proceedings.
Annual clearing of derogatory materials	

Article 9.17**Standards for a Fair Inquiry Hearing & 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 Comprehensive Professional Agreement 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 9.10 B). The purpose of this semiformal hearing is to determine whether the allegation(s):

- 9.17 A i. Is not valid and to clear the employee, or
- 9.17 B i. 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).

The semiformal hearing of inquiry will be conducted with the following minimal assurance to the employee:

- 9.17 A ii. A reasonable impartial hearing officer and decision-maker chosen by the District to conduct the proceedings in a judicious manner.
- 9.17 B ii. Timely and adequate notice detailing the reasons for the hearing or impending action or other possible judgments to be made.
- 9.17 C ii. The right to have a representative of his/her choice accompany and assist him/her in making representations in the hearing(s).
- 9.17 D ii. The opportunity for the educator to be heard.
- 9.17 E ii. The opportunity to confront and cross-examine witnesses and to present witnesses on his/her own behalf.
- 9.17 F ii. The opportunity to present arguments and evidence orally as well as in writing.
- 9.17 G ii. The hearing officer's recommendation will rest "solely on the information and evidence adduced at the hearing(s)."
- 9.17 H ii. 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.
- 9.17 I ii. The employee may choose if the proceedings will be open or closed to the public.
- 9.17 J ii. 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 & Courtesy Conferences of Employees, Especially Privacy & Dignity Concerns**

Private conference sessions	9.18 A	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 (students, other employees, and citizens) in semi-public places such as faculty lounges, hallways, etc.
Administrators critical of employees	9.18 B	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 his/her choosing, if so desired, to be included in the conference.
Employees critical of administrators	9.18 C	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.
Employees critical of employees	9.18 D	A teacher with a complaint about another employee(s) (teacher, supervisor, aide, etc.) should first try to resolve the difference between and among 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.
Concern for dignity of others	9.18 E	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.
	9.18 F	The District agrees not to issue press releases regarding the disciplinary action of a member of the Association's bargaining unit.

Refer to Appendix I. 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

9.20 A When suspected criminal activity of an employee is under investigation by law enforcement authorities the provisions of Articles 9.9, 9.10 B and 9.19 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.

9.20 B 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 services of an attorney and/or contact the Association office.

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 Appendix B and/or Regulation 6111, and made a part hereof.

Article 10.2

- Emergency adjustment of calendar for weather & make-up days 10.2 A The calendar of service days will not be altered without prior notice and consultation with the Association, except in emergency situations. 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 day's service or alter the hours of a service day until such time as the hazardous conditions cease to exist.
- Snow make-up guidelines 10.2 B The make-up days for snow closure will be provided for in the calendar to be adopted each year for the succeeding year, normally prior to March 15. The following priorities will be utilized: (1) days at the end of the school year, (2) spring in-service day, if available, (3) mid-semester workday, (4) spring holiday days only in extreme situations.
- Delayed day reporting time 10.2 C 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 10.5 D) 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 WAC 180-44-050.
- 10.2 D 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. All students must have departed the school prior to the release of the staff.

Article 10.3

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

- 10.3 A The first student day should normally be scheduled not later than September 5. However, the first student day may be scheduled after September 5 because of construction delays.
- 10.3 B One (1) contracted duty day (option of two (2) for each elementary and middle school teacher) immediately prior to the first student day.

- 10.3 C Mid-semester workday. One (1) contracted non-student attendance day (89 or 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, snow make-up day and course hour requirements permitting. (This is an optional workday for elementary and middle school teachers as per Article 10.3 B)
- 10.3 D There will be a three-day (3) Thanksgiving vacation period.
- 10.3 E A winter holiday between December 25 and January 1 inclusive with additional days before or after that period.
- 10.3 F There will be a President's Holiday Break scheduled (one (1) or two (2) days).
- 10.3 G 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.
- 10.3 H One-half (1/2) contracted workday following the last student attendance day for teachers to close out their student records and their rooms.
- 10.3 I Participation in statewide in-service days will be provided on a non-contracted day basis if the calendar permits.
- 10.3 J Periodic non-student days may be scheduled during the school year for Site-Based Decision-Making Team planning.
- 10.3 K All reasonable efforts will be made to coordinate the Vancouver student attendance calendar with those of other Clark County districts.
- 10.3 L No Districtwide meeting will be scheduled on the teacher workdays that precede the start of the school year, the day between semesters, and the one-half (1/2) day following student attendance at the end of the year.
- 10.3 M In calendar formulation a three-day (3) school week is to be preferred and nothing less than a two-day (2) week should be scheduled.
- 10.3 N The last student attendance day should be scheduled as early in June as possible and preferably not later than the end of the second week. Two to three (2-3) days will be routinely scheduled for snow make-up days at the end of the year when the calendar is adopted.
- 10.3 O Calendars for each year of the negotiated CPA will be adopted.
- 10.3 P The last day of the school year will be a two (2) hour early release.

General Provisions - All Teachers

Article 10.4

Teaching Day and Hours - All Teachers

Clocking in & out Certificated employees shall not be required to "clock" in at the beginning of their duty day or out at the conclusion of their duty day by hours and minutes, but may be required by a supervisor to indicate their presence or departure from the school premises by placing a checkmark in the appropriate column of a faculty "check in/out" roster. If an employee is authorized (Article 10.5 E) by his/her principal or designee to arrive late or leave early, he/she must sign his/her name and destination on the "check in/out" roster.

Article 10.5

State requirements The parties acknowledge the fact that RCW 28A.01.010 provides that a school day shall mean each day of the school year on which pupils enrolled in the common schools of a school district are engaged in educational activity planned by and under the Board of Directors of the District. (1971 1st ex.s. c 161 & 1; 1969 ex.s. c 223 & 28A.01.010. Prior: (i) 1909 c 97 p 262 & 3, part; RRS & 4687, part; prior; 1903 c 104 & 22, part; 1897 c 118 & 66, part; 1890 p. 372 & 46. Formerly RCW 28.01.010 part. (ii) 1917 c 127 7 1, part; RRS & 5098, part. CF. 1911 c 82 & 1, part; 1909 c 97 p 371 sub-chapter 19, part; 1897 c 118 & 181, part. Formerly RCW 28.35.030, part.) The parties also acknowledge that WAC 180-44-050 requires certificated employees to be at their respective school for the benefit of the pupils and patrons at least thirty (30) minutes before the opening of school in the morning and at least thirty (30) minutes after closing of school in the afternoon and RCW 28A.405.460 requires a duty-free lunch period of not less than thirty (30) continuous minutes.

Equivalent workdays 10.5 A The length of the assigned workday shall be substantially equivalent for all certificated employees.

On-site school day 10.5 B No educator will be required, except in an emergency circumstance and for special assignments covered in Chapter 13, to provide his/her 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. Professional development activities scheduled to begin thirty (30) minutes after student departure, may be compensated beginning at that time in accordance with the provisions in Chapter 16, with the understanding that employees will still perform the 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.

Wednesday for required meetings 10.5 C The District will generally schedule required building and District meetings for teachers, 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.

Variable arrival & departure time	10.5 D	The immediate supervisor will, at his/her discretion, assign staff and each individual certificated employee under his/her 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 10.5 B and WAC 180-44-050.
Provisions governing alterations in daily work schedule	10.5 E	Consistent with the requirement of being available for a specific student or parent conference (WAC 180-44-050), an individual educator may, upon specific approval of his/her 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 his/her attendance or for those voluntary extended day program services he/she has, or will provide, to the students and/or District which would substantially extend the routine on-site day of seven and one-half (7 1/2) hours. Emergency situations which require an educator to leave school before the end of the regular instructional day may be allowed upon making arrangement with the principal or his/her designee. Educators will be allowed to leave their assigned duty site immediately after the close of 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., PTA, holiday programs, etc.
Alteration in daily duty day allowed in parent conferencing	10.5 F	To the extent that TRI resources are available 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

Elementary teacher unassigned time periods before & after student day	10.6 A	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 encroachments 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.
Elementary relief break	10.6 B	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.
Weekly average minimum 160 min. of unassigned time	10.6 C	i The District agrees to provide each grade 1-5 classroom teacher a weekly average of one hundred and sixty (160) minutes of unassigned time in four, forty (40) minute blocks of teacher release time. There are times when the classroom teacher may be asked to remain with his/her class when a specialist teacher is instructing the class. When this situation occurs the classroom teacher should still be afforded the average of one hundred sixty (160) minutes unassigned time per week.

		<ul style="list-style-type: none"> ii The District agrees to provide kindergarten teachers with a total of two hundred and ten (210) minutes of planning time per week composed of thirty (30) minutes per day of planning time to adjoin the lunch period, and two, thirty (30) minute media release periods per week to adjoin, where possible, a recess period. iii 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. iv Specialist 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, thirty (30) minute blocks. A specialist teacher who does not receive the four, thirty minute blocks in one year will be afforded the opportunity for a schedule change for the subsequent year either within or outside of the building. v When substitute teachers are unavailable the provisions in Article 10.7 B apply.
School day student supervision to be minimal	10.6 D	Every reasonable effort will be made to not require an elementary teacher to be responsible for the traffic safety patrol or the supervision of cafeteria and playground. The District will attempt to relieve or severely limit the elementary teacher's responsibility for supervising children whenever such responsibilities can, within funding limitations, legally be assigned to non-certificated persons, hired or volunteer.
Elementary parent conferencing, shortened days	10.6 E	<p>If TRI resources are not available as specified in Chapter 12, no less than 780 minutes per year of release time for elementary teacher-parent conferences shall be scheduled by the principal and his/her staff. This minimum will be proportionately adjusted for any reduction in TRI resources due to funding limitations.</p> <p>A teacher shall not be required 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 may, however, be required to document efforts to communicate with parents (by phone log or letter) not conferenced. All parents, if possible, should be afforded a face-to-face conference once a year. The District will make every reasonable effort to provide telephone lines and instruments available at times and places to facilitate convenient and private communications with parents.</p>
Kindergarten conferencing	10.6 F	Each kindergarten teacher will be allowed four and one-half (4.5) days of substitute teacher service for parent conferencing. Half-time (.5) kindergarten teachers will be allowed five (5) half-days of substitute service.

Article 10.7**Specific Provisions for Secondary Teachers**

Daily prep period	10.7 A	Full-time secondary classroom teachers will be provided one (1) teaching period each day for a preparation and evaluation period.
Secondary preemption of prep periods	10.7 B	<p>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:</p> <ul style="list-style-type: none"> i The principal may preempt a teacher's planning period which will be compensated at the approved hourly 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. ii Teachers who are employed .5 or less may be requested to substitute the remainder of the day at the substitute rate of pay. iii Teachers who are employed more than .5 and less than 1.0 may substitute for no more than one hour at the approved hourly rate or the prorated portion thereof. Teachers in this category who choose to substitute for more than one hour can only do so at the substitute rate of pay for the entire period (i.e., they may not combine one hour at the approved hourly rate and additional hours at the substitute rate). iv 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.
Open campus	10.7 C	A teacher shall be permitted to leave the "work site" during his/her lunch period, subject to reasonable requirements for notifying the office on his/her departure and return. A teacher may be permitted to leave the work site during his/her preparation period with permission from the building principal or his/her designee.
Course preps considerations	10.7 D	Every reasonable effort will be made to keep the number of subject fields and different curriculum course preparations for a secondary (9-12) teacher's assignment at a minimum. Generally, the normal teaching assignment is deemed to be not more than three (3) preparations and two (2) different subject fields. When involuntary expanded assignments are necessary, the building principal will discuss the circumstances and reasons for expanded assignments with the staff members involved.

Secondary recording & submitting grade	10.7 E	<p>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.</p> <p>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.</p>
Middle schools	10.7 F	<p>To the extent that TRI resources are available in the amounts specified in Chapter 12, middle school parent-teacher conferences will occur outside the normal school day. Release time will be used only when the amount of TRI resources has been reduced due to funding limitations.</p>
	10.7 G	<p>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.)</p>
Camp-In (Sixth Grade)	10.7 H	<p>The District shall establish the camp experiences for all middle school students which shall be uniform for all schools. All camps will be scheduled on student-attendance days. Compensation shall be at the approved hourly rate. During the regular normal student attendance day, compensation shall begin after the seven and one-half (7 1/2) hour work day. Staff members who would experience personal hardship shall not be required to attend camp-in programs that require being away from home overnight. Teachers participating in the camp experience are entitled to compensation for up to ten (10) hours of student supervision outside the normal teaching day and an additional five (5) hours of advance preparatory time at the approved hourly rate.</p>

Article 10.8

Responsibilities of All Classroom Teachers During & After School

Job description review	10.8 A	Each year employees in the bargaining unit will be given the opportunity to meet with his/her immediate supervisor to review the responsibilities and duties of his/her job description. They will discuss the degree of accuracy the written job description has with the actual activities as required by the supervisor and carried out by the individual during the prior work year. Any significant disparities in the listed and actual basic year duties will be identified and should be brought to the attention of the Human Resources Office 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 schoolwide supervision and control are, of necessity, a part of the teacher's position.
Staff assistant assistance		Where deemed feasible by the administration and the staff and within the budget limitations, staff assistants 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.
Student body activities voluntary	10.8 B	The Board and the Association agree that the certificated staff should share the responsibilities involved in student body activities. It is recognized that <i>certificated employee participation in student body activities will be voluntary.</i>
Hours of student body service		Early in each year a building administrator will identify for the building faculty assembled 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 may volunteer for as many hours of student body service as they choose.
Parent nights	10.8 C	A teacher may be 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

Professional improvement shortened days

The District will schedule non-student attendance days before or during the school year for the purpose of delivering in-service programs. Scheduling of such day(s) will be consistent with the TRI time specifically set aside for this purpose in Chapter 12. When TRI resources are not available and there is a clearly identified need, the District will schedule not fewer than five (5) hours (Wednesdays) of early released time per year, with a shortened student day, for the purpose of conducting building or District meetings or other activities specifically designed as in-service programs to improve instruction and curriculum within a building or the District. When applicable, the teachers will be surveyed for input as to the nature of topics to be included in these meetings.

Article 10.10

Traveling teachers

Teachers 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. The District will 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 will consult with the Association to determine the appropriate FTE/compensation level.

Article 10.11

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 of enrollment and classroom facilities limitation that some teachers will need to teach at more than two (2) locations.

Article 10.12**Paraprofessionals**

Staff assistants

10.12 A The Association and District recognize the importance and advantages of utilizing paraprofessional staff (staff assistants) in the schools and classrooms in those activities which may properly be assigned to noncertificated staff. The Association and the District also recognize that funding must be available to provide this assistance from noncertificated staff.

Number of state & local funded positions in District budget	The legislature funds through the Basic Education Act (BEA) one (1) FTE classified position for each three (3) FTE BEA certificated positions. This ratio of one-to-three (1:3) includes all classified positions, i.e., clerical, custodial, maintenance, and the professional-technical staff, at both the building and District levels (transportation and food service positions are not included) as are determined necessary for the basic operation of the District's BEA programs. Staff assistants are employed primarily from those funds that are generated by the regular passage of the local special school levy and that are not being utilized for the employment of additional certificated staff to lower class size or for other specified purpose in the enhancement of the BEA program.
Program responsibility	10.12 B Certificated employees shall be responsible for the instructional program and a staff assistant shall not be employed to replace a teacher except as provided by the waiver process in Chapter 15.
Staff assistant	10.12 C Paraprofessional (staff assistant) 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. Staff assistants 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.
Staff assistant assignment guidelines	<p>10.12 D The following priority guidelines shall generally govern the allotment of available elementary staff assistant 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.</p> <ul style="list-style-type: none"> i 1st priority--safety patrol activities. ii 2nd priority--playground and cafeteria supervision. iii 3rd priority--assignment of staff assistants to classrooms and other instructional areas to assist in clerical and instructional activities with teachers and students. <p>iii.a Excessive enrollment in a room. It is agreed that, in instances where it is not possible to curtail elementary classloads, staff assistant time will be provided, if available, to offer a measure of relief.</p> <p>iii.b Basic school program - instructional activities area.</p>
Staff assistant utilization	<p>10.12 E The specific manner of staff assistant utilization within an elementary school will be determined by the school principal after consultation with the certificated staff in the school.</p> <p>10.12 F The intent is to staff certificated positions with qualified certificated personnel. When it is not possible to recruit a qualified certificated employee or if it is not practical due to other limitations, the certificated allocation may be converted to classified time. Conversion of time will be based on the district's average certificated salary plus accompanying classified support in the case of special education (e.g., six (6) hours of classified support per 1.0 certificated FTE at the elementary and secondary level). Upon the assignment of the converted hours to a staff assistant, the principal will notify Human Resources and VEA simultaneously via e-mail. The conversion formula will be published in each annual letter of agreement.</p>

Conversion Factors: The annual value of one (1) hour of staff assistant time will be computed using the applicable school year hourly rate multiplied times 188 workdays. The certificated conversion value will be the average salary based on the state budgeted staff mix factor multiplied by the FTE amount. In the case of learning support, the certificate conversion value will include the value of accompanying staff assistant time.

Example: For school year 2002-03, the staff mix average rate for a teacher is \$45,952 (based on the 1801 report), and the hourly rate for a staff assistant is \$13.35 (Professional Step plus certification stipend). The yearly cost for one (1) hour of staff assistant time is \$2,510 (\$13.35 x 188 days). Conversion of a full 1.0 FTE would therefore equate to 18.3 hours (\$45,952/\$2,510). This amount is in addition to the six (6) hours of staff assistant time that accompany a full 1.0 FTE learning support teacher. Consequently, the total allocation for a 1.0 conversion would be 24.3 hours (18.3 plus 6). All conversions are rounded to the nearest quarter hour. Both the conversion and the accompanying staff assistant time is prorated for less than full FTE.

Article 10.13

Easy access to buildings at all times	In order to permit freedom of access both during and after regular school hours, all teachers should have access to keys 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 be provided, upon request, with a key or other means of access through an outside door to their area of the building during nonschool hours.
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Article 10.14

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's 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 to the District safety officer for action.
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Article 10.15

Requests for instructional equipment	10.15 A Instructional personnel will be invited to submit requests for the nonconsumable equipment and work orders that each teacher may identify as important and necessary for effective instruction in the curriculum for which he/she is responsible. These requests will be responded to by the appropriate administrator as quickly as information is available regarding the disposition of the request (generally thirty (30) days after the original request) regarding the level of priority which has been assigned to each at the building and the District level and the date it may be accomplished if known.
Priority use of instructional equipment	10.15 B 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 10.16

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 10.17**Guidelines: Basic Education Class Size**

Number of
students

- 10.17 A 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 work load among the teachers of a school as early in the year as possible and at certain specified times during the year.
- 10.17 B 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 his/her staff.
- 10.17 C A principal will make every reasonable effort to obtain input from all interested teachers to help him/her 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.
- 10.17 D 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/para-professional 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.
- 10.17 E Music (band and choral groups) and PE 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.

- 10.17 F Teachers in such classes may request an overload conference, consistent with Article 10.19, when they feel that the above factors need to be addressed.

Article 10.18

Class Size Determinations

- 10.18 A The number of students in a class is impacted by the number of certificated staff assigned into positions other than classroom teaching, i.e., released time periods allowed to teachers such as department heads, cafeteria control, and the number of professionals in support positions such as media specialists, reading specialists, traveling teachers, counselors, nurses, drug and alcohol program facilitators, etc.
- 10.18 B **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.
- 10.18 C **Middle School--The middle school staffing levels shall be 24:16 (students/teacher) for basic education 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 these sizes will require review by the principals, VEA, and District administration.
 - iii Overload situations shall be addressed as provided in Article 10.22.
- 10.18 D **High School--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 his/her duty day. No teacher will be assigned more than one (1) instructional period per semester in excess of thirty-two (32) students.**
- Special education students shall be figured in calculating the basic education class sizes when those students are receiving instruction from the basic education teacher.
- 10.18 E The first option to meeting the provisions of Article 10.18 is to balance the class sizes in all buildings in accordance with Article 10.18 B. To meet the unique needs of students in a school, deviations from the class size provisions in B ii 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 provided at the end of this chapter 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.

NOTE: A middle school staff may convert certificated classroom teacher position(s) into a certificated teacher for specialized classroom program position(s) on an annual basis. The maximum class sizes in Article 10.18 C will be recalculated and presented to the impacted staff for discussions. The building principal must communicate in writing to the staff how the decision will specifically impact the maximums and when overload provisions will begin. The impacted classrooms shall not be increased by more than one student as a result of this action.

An elementary school staff, with the involvement of the director of elementary education, may convert certificated classroom teacher position(s) into a certificated specialist position(s) on an annual basis at the rate of one .5 specialist only for every seven (7) classroom teachers. The maximum class sizes in Article 10.18 B will be recalculated and presented to the staff for Site Based Decision-Making Team (SBDMT) discussions. The building principal must communicate in writing to the staff how the decision will specifically impact the maximums and when overload provisions will begin.

All decisions shall be made by consensus of only those impacted by the decision.

The specialist position shall be in effect for one year and not qualify as a permanent position as defined in Article 7.3 A.i).

- 10.18 F Specialist educators will 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 10.19

Classroom Overload Relief Guidelines

The provisions in Chapter 12 permit teachers to draw against TRI resources when an overload situation exists as a form of compensation or to engage the services of a staff assistant. *It is recognized that these TRI provisions are minimal in terms of alleviating the impact of overloads on effective instruction, and that such use of TRI resources limits their availability for other uses. The principal will consider the actions listed in Article 10.22 and will involve the administrator for elementary or secondary education and other central office administrators as appropriate.*

Overload guidelines shall not be in effect during the first fifteen (15) student attendance days of the school year, and at the beginning of each trimester/semester at the middle/high school levels. During the first ten (10) 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 director of secondary or elementary education with any recommendation(s) for further relief. The building representative will concurrently provide a copy of the report to the Association. The report will be made using the sample format at the end of this chapter.

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.

Article 10.20**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.

- 10.20 A 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.
- 10.20 B Five (5) working days after the opening of school, the building principal will meet with 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 the 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.
- 10.20 C 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.
- 10.20 D 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 him/her and with the building faculty in an attempt to alleviate the problem. Unresolved situations will become a topic for the executive director of the VEA and the Superintendent/designee.

Article 10.21

The Human Resources Office will provide a copy of the Actual Enrollment By Class in Elementary Schools and for Middle and High Schools (reports V407 and V411) to the Association's office immediately following the completion of each monthly report.

Article 10.22**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 deputy superintendent/designee, principal, and impacted teacher(s), to alleviate or mitigate the overload situation. (Article 10.18 C ii for exception)

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 staff assistant, redirect the use of a current staff assistant, or increase the hours of a currently employed staff assistant 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 10.23

Guidelines for Elementary Combination Class Formation & 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 should be recognized and dealt with toward the goal of creating the best teaching/learning environment possible.

It is expected that all the 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.

- 10.23 A 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.
- 10.23 B 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.

- 10.23 C In the selection of students to be included in a combination class:
- 10.23 C 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 the 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 should 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 should 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.
- 10.23 D 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.
- 10.23 E **Class Size.** The class size of a combination class should be smaller than that of regular single grade classes.

Article 10.24

Guidelines for 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 (education and mental health), 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 will only act in the absence of such agreement, when essential for legal compliance or equally compelling circumstances. The District will 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 will be determined on a daily average attendance basis across each month.

10.24 A Structured Learning. Structured learning staff allocations are based upon the severity of the population served, the staffing ratios required by mental health WACs for day treatment, available program revenue, and the availability of non-district controlled resources as follows:

- i **All-day treatment programs** must be staffed at one (1) mental health provider for every five (5) students. A mental health provider may be either a mental health specialist or a person under the clinical supervision of a mental health specialist.
- ii **Building-Based Programs** - usually one (1) teacher, two (2) staff assistants, one (1) mental health specialist (subject to available Title XIX Day Treatment Funds) for ten to twelve (10-12) FTE students distributed on an equitable basis as is reasonably possible.

Every effort will be made to keep enrollment between ten to twelve (10-12) FTE students.

Additional staff assistant time will be considered on a case-by-case basis.

Building-based structured learning program teachers shall have an equivalent planning time which will be provided by scheduling students into other special or regular education classes as determined appropriate by the multi-disciplinary team, or by having staff assistants work with students in the classroom while the teacher is planning in another part of the building as allowed by WAC 392-172-174. The principal will meet with the teacher to develop an acceptable solution when, due to unforeseen circumstances, the above options cannot be implemented.

Building-based structured learning program teachers are compensated for lost planning periods on a fixed basis in accordance with the structured learning stipend in Appendix E.

- iii **Fir Grove** is staffed consistent with mental health WACs - usually one (1) teacher and one (1) staff assistant for seven to nine (7-9) FTE students. Every effort will be made to keep enrollment between seven to nine (7-9) FTE students. In addition, there will be one (1) mental health specialist (subject to available Title XIX Day Treatment Funds) for each twelve to fifteen (12-15) FTE students and three (3) "floating" staff assistants who help out with trouble spots. A psychologist, secretary, custodian, and an administrator are also on site.

- 10.24 B **Life Skills.** Life Skills staff allocation is based upon the severity of the served population and numbers as follows: usually one (1) teacher and two (2) staff assistants for ten to twelve (10-12) FTE students.
- i Every effort will be made to keep enrollment between eight to ten (8-10) FTE Students.
 - ii Additional staff assistant time will be considered on a case-by-case basis
- 10.24 C **Work Study/Basic Skills.** Work study/basic skills staff allocation is based upon the severity of the served population and numbers as follows: typically one (1) teacher and four (4) hours of aide time for twelve to fifteen (12-15) FTE students. A job facilitator at each high school also works with these students for job placements, job coaching, and other job related skills.
- i Every effort will be made to keep enrollment between twelve to fifteen (12-15) FTE students.
 - ii Additional staff assistant time will be considered on a case-by-case basis.
- 10.24 D **Multi-handicapped.** Staff allocation is based upon the severity of the served population and numbers as follows: typically one (1) teacher and four (4) hours of aide time for twelve to fifteen (12-15) FTE students. A job facilitator at each high school also works with these students for job placements, job coaching, and other job related skills.
- i Every effort will be made to keep enrollment between seven to nine (7-9) FTE students.
 - ii Additional staff assistant time will be considered on a case-by-case basis.
- 10.24 E **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: usually one (1) teacher, one (1) staff assistant for seven to nine (7-9) FTE students.
- i Every effort will be made to keep enrollment between seven to nine (7-9) FTE students.
 - ii Additional staff assistant time will be considered on a case-by-case basis.
 - iii Sign language interpreters will be considered on a case-by-case basis.
- 10.24 F **Developmentally Handicapped.** Developmentally handicapped program staff allocation is based upon the severity of the served population and numbers as follows: usually one (1) teacher and one (1) staff assistant for ten to twelve (10-12) FTE students per one-half (1/2) day session.
- i Every effort will be made to keep enrollment between ten to twelve (10-12) students.

- 10.24 F ii Additional staff assistant time will be considered on a case-by-case basis.
- 10.24 G **Elementary Learning Support.** Elementary learning support teacher allocation is based upon student needs and numbers in the following way:
- i One (1) teacher and one (1) six-hour (6) staff assistant for *approximately every twenty-three to twenty-eight (23-28) IEP students.* As the number of students varies at the upper and lower ends, staff assistant time is added or subtracted.
 - ii Every effort will be made to keep enrollment within the above range.
 - iii Additional staff assistant time will be considered on a case-by-case basis.
 - iv Application: Elementary certificated staffing is determined by dividing the number of students on the official count by 23. Each full-time teacher is allocated six (6) hours of aide time. When a teacher has over twenty-eight (28) students, one (1) hour of aide time for every three (3) students is added until the number of students reaches thirty-nine (39) students. At that time, a .5 teacher is allocated. The building has the option to convert this to staff assistant time on a case-by-case basis. The conversion requires approval of the Executive Director of the Association, the District administrator for special education, and the Administrator of Human Resources.
- 10.24 H **Secondary Learning Support.** Secondary learning support teacher allocation is based upon the severity of the served population and numbers as follows:
- i One (1) teacher and one (1) six hour (6) staff assistant for approximately every twenty-eight to thirty-three (28-33) IEP students.
 - ii Every effort will be made to keep enrollment within the above range.
 - iii Additional staff assistant time will be considered on a case-by-case basis.
 - iv Application:
 - iv.a. Certificated teachers will be allocated as follows:
 - 1 One (1) certificated teacher for 28 to 33 students.
 - 2 Two (2) certificated teachers for 56 to 66 students.
 - 3 Two and one-half (2.5) certificated teachers when enrollment equals 75.
 - 4 Three (3) certificated teachers for 84 to 99 students.
 - 5 Three and one-half (3.5) certificated teachers when enrollment equals 106.
 - 6 Four (4) certificated teachers for 112 to 132 students.
 - 7 Five (5) certificated teachers for 140 to 165 students.
 - iv.b. The building has the option to convert certificated time to staff assistant time on a case-by-case basis. The conversion requires e-mail approval of the District administrator for special education and confirmation of the Executive Director of the Association and the *Human Resources Administrator.*

Staff
Conversion
(see also
10.12 F)

- iv.c. Staff Assistant time will be added between ranges before seventy-five (75) or one hundred and six (106) is reached at the rate of one (1) hour for every three (3) students over the top of the previous range. For example, if a school has sixty-nine (69) students, the school would be allocated one (1) additional hour of aide time.
- iv.d. Certificated and classified staff time will be adjusted after a pattern has been established over two (2) official counts (i.e. two monthly count dates).

10.24 I **Administrative Actions for Alleviation of Overload Situations Due to Enrollment Increases.** One (1) or more of the following actions will be utilized as is mutually determined through the consultation of the appropriate District administrator, building administrator, and appropriate building multidisciplinary team. 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 must exist across one complete reporting period, in order to assure a stable population requiring action.

- i Employment of an additional (a) certificated teacher or (b) a new staff assistant or (c) increase the hours of a currently employed staff assistant to be utilized in duties or during hours as will best alleviate the condition of overload and meet the needs of students as determined by District administration and the multidisciplinary team in the impacted site.
- ii Following the next reporting period, reassign students into different classrooms within the school or, where feasible, create a new class, bus students to another school, or rescind boundary exceptions for certain students, if feasible.
- iii Postpone action to a specified time when the overload situation will be considered again and action taken at that time.

10.24 J **Support Services Staff.** 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 district administrator for special services will have the primary administrator for each special services certificated category conduct an analysis of each employee's caseload by October 1 of each school year and again by February 1 of each school year. The review will have as its primary objective the balancing of 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 will be shared with all employees of the respective group.
- ii At any time during the year that an employee believes his/her caseload is disproportionate to other employees, the employee may initiate a discussion with his/her supervisor and appropriate building administrator(s) to problem solve the concern. The employee has the option of VEA representation during the discussion.

- 10.24 J iii Unresolved situations will become a topic for resolution between the executive director of the VEA and the District administrator for special services.
- iv Every effort will be made to assure an equitable distribution of the workload. The VSD administration will meet with the Association the first week of October and the first week of February to review caseloads.
- 10.24 K IEP conferences shall not eliminate the duty free lunch period.
- 10.24 L The District will use and continue to use improved procedures and management strategies to move SLP caseloads to a 55-60 student range per full-time FTE (with an objective of the lower end of the range). Objectives will also include heightened efforts to ensure compliance while offering efficient and effective services to students.

Article 10.25

Teacher regulation of student behavior & learning environment	The District will support and uphold an employee in his/her efforts to maintain a "learning environment in the classroom, the school, and activities of the school campus." District Regulation 5159.5 and the procedures of a school's student handbook, if one exists, provide direction for employee action. A student whose conduct is detrimental to the learning process or contrary to good behavior may be sent to the principal's office and excluded from class (room) activity. 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 as an actual or alleged misbehavior.
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Article 10.26

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:
Approval required	10.26 A All visitors to a school and/or a 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.
Patron conference	10.26 B The certificated employee shall have the opportunity to confer with the classroom observer before and/or after the observation.
Young visitors	10.26 C 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 10.27

Student grades & reporting to parents	10.27 A	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 he/she has 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 R5127, WAC 180-44-010)
District & practitioner standards	10.27 B	A teacher's professional conclusion of a student's performance shall be based on established District grading philosophy, practices, and procedures, as well as the teacher's own standards and procedures.
Change in evaluation of student	10.27 C	A teacher's grade or other evaluation of a student may not be altered or changed without consultation by the administrator with the teacher. A proposal for change will be based on an allegation by the administrator that the teacher's original evaluation was based on incomplete, inadequate information, or otherwise unsound professional procedure or practice.
Co-curricular awards guidelines	10.27 D	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 his/her 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 10.28

Proper use of counselors & media specialists	The District and the Association acknowledge that counselors and media specialists 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 building administrators to utilize these specialists within their preparation and job descriptions. They 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.
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Article 10.29

Substitute teacher services	The District shall maintain a computerized substitute calling system. For absences requiring prior approval, employees will call the automated system after their administrator has approved the leave. Employees may call the automated system up to ninety (90) days in advance of an anticipated, pre-approved absence.
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Article 10.30

Mainstreaming	Whenever a special education student is mainstreamed the District will orient the classroom teacher to the particular identified instructional needs of each such student and within the funds available provide the necessary support to the teacher so he/she can reasonably manage the task of meeting the instructional needs of both his/her regular class and the student being "mainstreamed." The District will design in-service programs and take other necessary action in an attempt to assure each student being mainstreamed is a success.
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The District/building PG and IEP teams will consider four (4) factors in considering placement for mainstreaming/inclusion of a special education student into a regular education program.

- 10.30 A The educational benefits available to the student in a regular classroom, supplemented with appropriate aids and services, as compared with the educational benefits of a special education classroom;
- 10.30 B *The non-academic benefits of interaction with children who are not disabled;*
- 10.30 C The positive/negative effect of the student's presence on the teacher and other students in the classroom; and
- 10.30 D The cost of mainstreaming/inclusion into a regular classroom.

For students with disabilities the Professional Group (PG) is responsible for determining appropriate supplemental aides and services to address instructional needs. *Distribution of staff assistant time assigned by the PG for a student shall be communicated to all teachers assigned for instruction of that student.*

If the student with disabilities is seriously disruptive, distracting, or unruly, and there is a detriment to other students' learning, or if the student with disabilities takes a substantially inordinate portion of the teacher's time, such that other students' learning is negatively impacted, the PG shall be reconvened to discuss alternative strategies or placements.

Each building Site-Based Decision-Making Team (SBDMT) shall develop a written site plan stipulating the procedures to be followed in placing a student with significantly unique needs into a regular classroom for mainstreaming or inclusion purposes. The plan shall be reviewed for legal compliance by the District. This plan will be communicated to the staff at the beginning of each academic year.

Each building administrator with the assigned responsibility of supervision of the PG shall assure an equitable distribution of special education students among regular classrooms deemed appropriate by the PG. In doing so, items one through four (1-4) above must be addressed.

When a student who has a life-threatening health condition which may require emergency procedures is placed in any program, all staff involved will be fully informed in writing of said emergency procedures.

Article 10. 31

Curriculum
development
& installation
fund

- 10.31 A Student learning and program support services will annually provide a fund (subject to funds available) to establish special curriculum development study committees and/or curriculum installation activities that will utilize a certain measure of non-supervisory certificated employees of the District. These fund committees will operate during the summer, Saturdays, and late afternoons, and compensation will be provided as per Article 12.5 B ii.

Information provided	10.31 B	Information about the specific nature of a special curriculum development study planned for a summer committee will be made generally available to nonsupervisory certificated employees at the appropriate school level and/or in the specific committees proposing a study as these persons are most likely to have the special expertise needed to carry out the assignment. 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 in fact regarding qualifications of applicants. (See Article 7.12)
Committee member selection		

Article 10.32

Use of Tobacco on Campus

The District will employ an ample number of employees to enforce the restriction of use of tobacco by anyone on school premises. Teachers will not be requested to interrupt their instruction activities with classes or their unassigned time periods to enforce no smoking restrictions. A teacher will generally not be required to perform student or student locker searches for tobacco or other contraband substances except in an emergency situation when assistance is requested by an administrator.

Article 10.33

Itinerants Serving Multiple Sites

Program supervisors and principals shall annually meet with all itinerants assigned to serve students at multiple work sites. The purpose shall be to provide itinerants with adequate facilities and work spaces to carry out the goals of the District programs. Every reasonable effort shall be made to have this completed prior to the last day of school. At the conclusion of this process, the supervisor of facilities will develop alternatives and recommendations that will address the short-term and long-term needs of those itinerants with inadequate workspace. An annual survey of all itinerants shall be conducted by the facilities manager to determine which specific individuals and sites are inadequate to perform the duties assigned. The results of the survey shall be submitted to the Association office by April 1 of each year.

Basic Ed Overload Resolution Form CPA Chapter 10, Article 10.22
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 Teacher Name

 School

 Date of overload

 School & grade level or subject

 Total # of students

Secondary class load

p. 1 _____
 p. 2 _____
 p. 3 _____
 p. 4 _____
 p. 5 _____
 p. 6 _____
 p. 7 _____
 p. 8 _____

VSD Consideration: *To be completed by Principal, Chief of Elementary or Secondary Education, Director of HR, Deputy Superintendent.*

- Creating combination classes?
- Rescinding boundary exception students in overload classes?
- Employing an additional certificated teacher?
- Checking your building aggregate overload to determine if you qualify for an additional full or part-time teacher?
- Maintain a space-available list for potentially overloaded classes.

Teacher Recommendation: *(If not resolved above) To be completed by teacher.*

- Release time during the year when the workload is especially heavy.
- Relief from extra duties and expectations.
- Provide additional staff assistant time to the building for the overloaded educator that is convenient for relief of the workload.
- Assurance that an overload will not happen in successive years for the impacted educator.
- Other

Please indicate option that was used to solve the problem and any additional adjustments that will be made.

If a resolution still has not been reached, please state after your signature which of the above options you prefer.

Impacted Teacher

Administrator

Building Representative

Date sent to District Office & VEA

Forward all unresolved situations to the Chief of Elementary or Secondary Education. Please include any recommendations appropriate for consideration at the district level.

VEA/VSD Decision:

VEA Exec. Director or President

Chief of Elementary or Secondary Ed

Date

Date

CHAPTER 11. PROFESSIONAL COMPENSATION, ECONOMIC BENEFITS, & 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 law 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 his/her proper place on the salary schedule consistent with his/her verified qualifications of academic preparation and verified professional experience.

Article 11.3

Salary schedules in appendices 11.3 A 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.)

Salary step/lane provisions 11.3 B The state allocation model (SAM) is adopted as the District salary schedule for certificated 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.

Article 11.4

General provisions for clock hours and course work placement on salary schedule 11.4 A 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, LEAP credits that may relate to both certification and compensation for advancement on the salary schedule will be recognized by the District as is allowed by the Washington Administrative Code. 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.

Additional provisions governing placement on lanes including other academic training including clock hours 11.4 B 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 objective, must normally receive prior written approval from the educator's immediate supervisor or become subject to processing as reasonably relevant to his/her 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 (ESD) 112 assistant superintendent's office assigned that responsibility.

Special procedures for approval for relevant course credit not covered in the articles in this chapter.

11.4 C In the event of extenuating circumstances wherein an individual educator has earned college credit(s) which appears to be relevant to his/her 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 his/her immediate supervisor. The immediate supervisor will review, approve, or disapprove, the application, forward it to the Human Resources Office for review and forward it to the appropriate administrator. The Human Resources Office 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 approves 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 Office, 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

Vocational education teacher placement

11.5 A 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.

11.5 B Advancement in salary lanes 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 him/her 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 180-77 and Basic Education Reporting criteria (S275).

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, except that persons holding the Continuing Education Staff Associate Certificate are considered to have the Continuing Teacher Certificate. 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. The provisions for occupational experience in WAC 180-77 and 292-121-145 also apply.

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.**

Definition of basic workday & work year for purposes of salary schedule placement, advancement & compensation

11.8 A The standards established by the legislature and the OSPI for reporting employment (currently the S275 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 school year of credit (90 student days) is required for one (1) year of advancement on the salary schedule. No more than 1.0 school year of experience may be counted for any twelve (12) month period.

11.8 B Part-time employment (partial day or year) will be proportionately computed in tenths (10ths) of an instructional year. Employment of ninety (90) days full-time or one hundred eighty (180) days half-time shall be counted as .5 years of service (see Article 14.7 A). A routine "on-site" duty day is seven and one-half (7 1/2) continuous hours (Article 10.5 B). Part-time service may be accumulated over several years to qualify for advancement on the schedule. (See Article 14.7 A, Seniority Defined)

11.8 C 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 S275 annual personnel report. (Article 14.7 A, Seniority Defined)

- 11.8 D 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 in the payroll office.

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 180-77)

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 is interrupted 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 And Overtime Situations That Fractionalize Certificated Instructional Personnel F.T.E. (Full-Time Equivalent) Position

11.12 A 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 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 .00 of formal teaching time) of actual time served with students and based on his/her placement on the basic salary schedule. A preparation period during a teaching day is not recognized for purposes of compensation.

Examples: The normal load is five (5) classes computed at 100% FTE (full-time equivalent). A high school teacher with three (3) classes is computed at 60% of FTE, another teacher with two (2) classes at 40% of 1 FTE. A high school teacher with six (6) classes is 120% FTE of his/her 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.

- 11.12 A 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 should 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 direct proportion to the time spent teaching, with a minimum of 40% FTE to participate in the program.
- iv Emergency/sick leave, staff development funds, personal business leave, and similar other economic benefits will be computed in proportion to the individual's percent of the FTE computation, i.e., 40% minimum.

11.12 B Position Determination

- i The District will arrange the sharing of one FTE position by two (2) individuals or some other fractionalization of a limited number of teacher FTE positions when:
- i.a. The District can identify some clear advantages to the District for utilizing such an arrangement, and/or
- i.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:

- ii.a. At the end of each school year.

- 11.12 B ii.b. *It is necessary that a fraction of an FTE employee must be increased during a school year because a change in circumstances occurs.*
- ii.c. *One-half of a job sharing pair departs the scene and another suitable replacement cannot be immediately located.*
- ii.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.*
- ii.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.*
- ii.f. *If the job share employee is a current full-time equivalent status, the portion that is being vacated for the job share must either be an approved leave of absence or resignation subject to the approval of the District.*
- ii.g. *In the event a job share employee desires to return to full-time status, the employee must notify the Human Resources Office that he/she desires to return to full-time employment (See Article 6.12 C). 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 Position Interest Register 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.*
- ii.h. *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 excess 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.*
- ii.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.*
- ii.j. *Employees must notify the Human Resources Office by March 1 of the preceding school year with a proposal to enter or terminate a job share assignment.*

11.12 C Job Share Defined:

A job share and a part-time position are both considered fractionalized. The difference in the two (2) positions are 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 Have continuing contract status.
- ii Currently be in the same building or have expressed an interest on the Position Interest Register 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.

- iii.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 11.12 A ii)
- iii.b. Eligibility for retirement credit may be limited or nonexistent during those years pursuant to state teachers' retirement system provisions.
- iii.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 into a full-time position. Reinstatement to a full-time position will be at the District's convenience.
- iii.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.
- iii.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 his/her approval or disapproval of any aspect of the proposed plan. The plan is to be presented to the Human Resources Office for a prior final review before the proposal can be approved.

Legal Reference RCW 28A.400.300

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)

Miscellaneous Provisions of Salary Schedule Placement and Other Matters of Payment**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 undergrad 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 Office that the credit will be acceptable for inclusion in the S-275 annual personnel report to the office of the SPI. The applicants must then obtain a positive written endorsement from his/her 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 Office. 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 his/her assigned responsibilities.

Article 11.18

Application forms & dates Certificated staff desiring salary lane advancement on the salary schedule should make application on forms provided in the Human Resources Office not later than April 15, if the individual anticipates having all of the outstanding requirements completed and the new placement put into effect for the ensuing school year. Individuals filing applications for new placement after April 15 may not have placement implemented until the year following if there are insufficient funds provided in the budget category established for that purpose.

Application deadline

Article 11.19

Documentation deadline for salary adjustment	11.19 A	Documents verifying the completion of outstanding requirements for advancement on the salary schedule must be submitted to the Human Resources Office on or before September 15, to qualify for a 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.
Salary advancement implementation date	11.19 B	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.
	11.19 C	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 15th 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 when requested by the District. The District will bear the cost of the transcript.

Article 11.20

Days of service & payment timeline	11.20 A	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 his/her position classification.
Payday	11.20 B	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.
	11.20 C	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 his/her position classification for 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).
NBPTS	11.19 D	The District will take necessary action to secure any additional compensation allowed in the state budget for NBPTS certified teachers.

Direct payroll deposit	11.20 D	Upon written authorization of employees, the salary of each employee in the bargaining unit may be deposited directly into his/her personal account of any bank or credit union that is a member of the Automated Clearing House. Funds will be available on the regularly scheduled pay date. The employee will be provided with a written statement of the amount being deposited and of all the deductions made, and the cumulative number of sick leave days he/she has on the District's records. The statement will be delivered to the employee's school mailbox not later than the last school day (or placed in the U.S. mail not later than the last business day of the month when school is not in session) immediately prior to the first day of the month. Beginning with September 1, 2001, all employees, current and future, will be required to establish a direct payroll deposit by providing the district with information regarding a personal account of any bank or credit union that is a member of the Automated Clearing House. The District will provide affected employees (e.g., those without direct deposit arrangements) with advance notice of this change prior to the June 30 pay date. New employees will be required to provide the District with direct deposit arrangements by the end of the second pay period after beginning employment.
Written statement provided to the employee		
Summer arrangements	11.20 E	During summer months, salary payments will be mailed in the U.S. mail to the employee's home address or deposited directly into the bank account 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.

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
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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 for 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.
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Article 11.23**Reimbursement of Automobile & Other Necessary Authorized Expenses Incurred In Performing Service for the District**

Automobile a condition of employment	11.23 A	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.
Mileage – split assignments	11.23 B	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.

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 Internal Revenue Service (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.
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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 regulations of the District.
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Article 11.26**Insurance & Employee Protection**

General liability insurance	11.26 A	<ul style="list-style-type: none"> i The District shall provide liability insurance protection (Article 11.26 A ii) for each employee covered by this Agreement in case of suit, actions, or claims against the employee and/or the District arising from or out of the employee's performance or failure of performance of duties as 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 Office 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 of District coverage year.
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Authorized level of force by employees	11.26 B	i 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 his/her possession, in the possession of another employee or student, or upon school premises.
Legal counsel provided by the District	ii	The District shall provide legal counsel to an employee against whom a lawsuit is instituted and which suit arises out of his/her 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 him/her when he/she has been assaulted in or around the school premises or as a result of his/her performing his/her professional duty.
Teacher transportation of students not required	11.26 C	i A member of the bargaining unit shall not be required to transport a student in his/her personal vehicle, except in a medical or emergency situation or as an identified component of a paid extracurricular program activity assignment. (See Chapter 13)
Voluntary nature of transportation of students to sponsored/sanctioned activities District auto policy provided	ii	An employee may of his/her 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 may provide transportation in their personal vehicles for the students of the District.
Informed consent of employees transporting students	iii	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:
Identified statutory minimum requirements	iii.a.	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.
Employee's policy is primary coverage	iii.b.	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.
Limits of District's liability coverage	iii.c.	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 is exceeded. The District's coverage does not include restoration of damages incurred to the employee's vehicle.

Requirements of paid extracurricular program student transportation situations	11.26 C	iv	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 his/her attention at the 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 the employee in that specific portion of his/her assignment.
Personal property loss & damage	11.26 D		<p>The District or its insurer(s) will reimburse the member, as obligated by statute, for loss or damage of not less than ten (\$10) or more than two-hundred and 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.</p> <p>The District agrees to budget \$5000 per year for the purpose of reimbursing employees whose personal property, including clothing and automobile, is lost or damaged as a result of theft and vandalism.</p> <p>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:</p> <ul style="list-style-type: none"> 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 is not covered. iii Theft or vandalism must have occurred while the employee was performing assigned duties/responsibilities. iv The employee must report the theft or vandalism to the appropriate law enforcement agency within forty-eight (48) hours of knowledge of the incident, and a copy of said report must be provided to the employee's supervisor. v The employee must complete a Proof of Loss and Claim Reimbursement form and attach any receipts or cost estimates that explain the amount of theft or vandalism. The claim for reimbursement must be made to the employee's supervisor within ten (10) days of the theft or vandalism, or the claim is deemed waived by the employee. vi The employee must exhaust his/her own insurance recovery possibilities before being eligible for reimbursement from the District. Upon District approval of an employee's claim, the employee may be reimbursed up to \$250. vii Reimbursement claims shall be filed for amounts not less than ten dollars (\$10) but not more than two hundred and fifty dollars (\$250) 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.

	11.26 D	ix	Reimbursement of employee claims will occur in June. The amount of reimbursement, up to a maximum of \$250, depends on the number of claims filed with the District. The District will make every effort to see that each employee receives an equitable share of the \$5000. For example: If there were forty (40) claims for \$250, each employee would receive \$125.
Industrial accident	11.26 E	i	It is recognized that the payments received as compensation by an employee injured on the job under circumstances bringing him/her 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 his/her 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 his/her earned sick leave allowance is expended, the employee will revert to only the pay coverage afforded by State Workmen'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.
Emergency procedures	11.26 F	i	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.
Assault upon employee		ii	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 those 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.
		iii	The principal/designee shall inform "on a need-to-know basis" any staff member who may have consistent contact with a student if that student in the principal's judgment poses a threat to the staff member.

Assault,
reporting &
legal

- 11.26 F iv 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 he/she is found innocent of the charges.

- 11.26 G **Student Personal Property.** Each teacher is expected to maintain a positive instructional environment in his/her 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. 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/principal's 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 until such property is returned.

Article 11.27

- 11.27 A The District will utilize on behalf of part-time employees payroll deduction procedures for the purpose of making direct payment of premiums of group insurance and other programs as are mutually determined by the Association and the District. Deductions will be made according to the provisions of this Agreement and the specific instruction of each employee where such individual discretion is allowed.

District's
contribution

- 11.27 B The District will provide the state's contribution for each calendar month for each full-time employee covered by this Agreement for the full or partial payment of the programs mutually determined by the Association and the District to be made available for employees. Part-time employees' benefits (Article 11.27 E) will be proportionate to the time served. (Specific dollar amounts are set forth in Appendix H.)

Note: Pursuant to legislation of 1990, residual amounts will first be applied to individuals within the bargaining unit pool as are required to reduce out-of-pocket payments for family medical coverage. Any remaining residual will be assigned to the self-insurance reserve (full family dental-vision-prescription-auditory, etc.).

Mutual determination of programs for all employees	<p>11.27 C The District will pay the premium for all employees for any specific insurance plan(s) as may be mutually determined by the Association and the District within the limits of Article 11.31 B above. The specific plan benefits and rates of any such plan(s) to cover all employees of the bargaining unit shall become the subject of study by District and Association representatives. The final plan 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. Any portion of the District's contribution not utilized for the mandatory District comprehensive composite rate insurance program may be utilized as authorized by each employee for a health medical plan that he/she has individually selected from those made available to employees. It is understood by the District and the Association that any costs incurred for any insurance program(s) in excess of the total basic contribution afforded each employee by the District will be assumed by the employee.</p>
	<p>11.27 D The sequence of these deductions will be made in a uniform manner, with the health-medical plan selected by the employee to be the last deduction made. Enrollment in a group insurance plan will be normally allowed only within the established "open period" (normally September) or within thirty (30) days of employment.</p>
	Part-time insurance eligibility
<p>11.27 F Pursuant to legislation of 1990 consolidation of the state's insurance FTE allotment of husband and wife employees in the same bargaining unit or between bargaining units is no longer permitted. One partner will be a single subscriber; the other will assume the costs of any dependents.</p>	
<p>11.27 G</p> <ul style="list-style-type: none"> i Group medical insurance programs (immediately available through the employer contribution are open panel medical/hospital plans, Premiera Blue Cross PP01 and PP02, and a closed panel health maintenance organization medical/hospital plan, currently Kaiser Foundation Health Plan. ii Group term life insurance (all premiums for life insurance must qualify for tax-exempt status, as directed by the United States Internal Revenue Service), accidental death and dismemberment, vision, prescription, and prepaid dental group programs may be made available by the mutual agreement of the District and the Association (see Appendix H.). 	
Statutory payroll deductions	<p>Article 11.28</p>
	<p>Funds shall be withheld from the earnings of employees in accordance with federal or 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.</p>

Article 11.29**Voluntary Payroll Deductions**

Range of authorizations & 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 each carrier. 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:	
Hospital medical	11.29 A	<ul style="list-style-type: none"> i Kaiser Foundation Health Plan: *New employees may join within thirty (30) days of employment. *Current employees may join during the annual open period, September 1 through October 12. ii The Premera Blue Cross Plan: *New employees may join within thirty (30) days of employment. *Current employees may join during the annual open period, normally September 1 through October 12.
Salary insurance	11.29 B	Standard Short-Term Salary Insurance (paid premiums entirely by the employee).
Tax-sheltered annuities	11.29 C	Salary reduction agreements for tax sheltered annuities will be made available under the provisions of Section 403(b) of the Internal Revenue Code and RCW 28A.400.250. Insurance companies must be authorized by the Insurance Commissioner of the state of Washington to transact business in the state of Washington. Agents representing the insurance companies must be licensed under Washington state law. Refer to Appendix H.
	11.29 D	Authorization in favor of the Clark County School Employees' Credit Union for savings and loan payments.
Supplemental life	11.29 E	Guardian Life Insurance, John Hancock Premium Pay-Back Term Life Insurance, Standard Supplemental Life, and Standard AD&D (paid entirely by the employee).
Charitable contributions	11.29 F	Contributions to United Way and the Vancouver School District Foundation may be made in each of the twelve (12) months of the year.

Annual
deductions

11.29 G The District reserves the right to permit additional payroll deductions as may be requested by written petition of at least ten percent (10%) of the ~~employees to warrant the cost of providing such service and on specific approval of the Board of Directors.~~ (See Appendix G for a summary listing of group insurance program benefits.)

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 and one-half (2 1/2) days of mandatory service is provided to teachers for administrative essential activities to open and close the school year or semester. The building administrators will schedule the days of service. These hours of service will be compensated at the approved hourly rate. (Chapter 12.5 A ii and iv) Teachers will be paid by the time sheet procedure.

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 supplementary contract.

No Districtwide meeting will be scheduled on the work days immediately preceding the first student attendance day, the day between semesters, and the one-half (1/2) day following the last student attendance day. These days are provided for the specific purpose of opening school, changing semesters, and closing a school year.

CHAPTER 12. TRI ACTIVITIES & PROFESSIONAL DEVELOPMENT PROGRAM**Article 12.1**

Concept The TRI program of the Vancouver School District has as its primary objective the enhancement of basic education programs for students.

Article 12.2

The primary intent of TRI is to improve the quality of educational services available for students through the performance of compensated additional responsibilities provided by certificated staff. These TRI responsibilities will go beyond those levels possible within the basic education programs as funded by the state legislature. The legislature's enactment of RCW 28A.400.200 authorizes the District to participate in supplemental contract payments of salaries and benefits to employees who meet certain specific provisions:

- 12.2 A The payment is not for services included in the mandatory daily average hours of instruction offered students within the one hundred eighty (180) day school year as is required and funded by the Basic Education Act (RCW 28A.150.220), or within any state funded in-service days.
- 12.2 B The supplemental contracts will normally be for one year and not subject to the continuing contract provisions (RCW 28A.405.240).
- 12.2 C The funding of the TRI responsibilities is subject to funds available from local sources and other funds allocated outside of the BEA program.
- 12.2 D The nature of the supplemental services and level of compensation is negotiable with the Vancouver Education Association.
- Three major elements 12.2 E TRI, other than for in-service training, is payable in three (3) increments in accordance with Appendix E and provides full compensation for the responsibilities listed in Article 12.5.
- 12.2 F The Association and the District recognize that the responsibilities listed in Article 12.5 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 administrators to resolve unreasonable situations, special events, etc.
- 12.2 G Building administrators and program managers shall meet with staff to jointly prepare a yearly TRI plan that will identify mandatory and flexible responsibilities that will guide the staff in the implementation of TRI responsibilities. To the extent possible, the plan will provide a schedule of mandatory meetings/events that is balanced relative to individual, flexible responsibilities and responsibilities that cannot be scheduled. Copies of the plan will be provided to the VEA building representative and the Human Resources Office.
- 12.2 H When an employee is in an unavoidable overload situation, the building administrator will minimize demands on the employee's time for TRI responsibilities.

Article 12.3

Time	12.3 A	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 (7-1/2) hours provided by the Basic Education Act (Article 10.5 B) or any state funded in-service days.
Location	12.3 B	A TRI activity may be carried out "on site" or "off site" as is reasonably appropriate for a particular activity.
Signed statements	12.3 C	The procedure to validate the actual performance of time and/or responsibility of a contractual commitment will normally be made by submission of signed documentation from the employee. The employee's <i>written affirmation of his/her presence on site at specified times and/or time</i> documentation associated with the creation of a work product as confirmed in writing by the employee's supervisor are the two (2) recognized methods to validate the services performed and responsibilities completed.

Article 12.4

TRI activities	Activities included in the TRI program are:	
	12.4 A	Administrative meetings called by building or District administrators necessary to open and/or close the school year. See Appendix E. Administrative Essential Days.
	12.4 B	The District's administration may direct up to 16 hours of mandatory in-service training. See Appendix E. Mandatory In-service Days.
	12.4 C	Parent conferencing by scheduled blocks of time or other special arrangements. Up to two (2) non-student days may be scheduled for parent conferencing within the TRI flexible responsibilities compensation discussed below.
	12.4 D	Individual preparation responsibilities when they occur outside the normal work day: <ul style="list-style-type: none"> i Curriculum development/individually designed special projects. ii Counseling. iii Media center activities. iv District authorized professional level activities. v Tutoring of students. vi Grade level meetings. vii Curriculum meetings. viii Building projects (after school activities, science fair, culture fair, etc.) ix IEP committee meetings. x MDT meetings. xi Remedial/enrichment classes, students/parents. xii Department and magnet school strategic planning. xiii Report writing for compliance with IDEA requirements. xiv Development and implementation of technology. xv Testing and assessment requirements for regular education and special education including statewide, mandatory, and Woodcock-Johnson, etc.

- 12.4 D xvi Progress reports for related services.
 xvii Targeted schools planning.
 xviii ~~Classroom overloads.~~
 xix Other District-authorized activities.

Note: TRI may be used for SBDMT activities. However, it is expected that SLIG funds will be the primary funding source for School Improvement Planning and training when such funds are available.

Article 12.5

TRI set aside for special responsibilities:

Mandatory responsibilities

12.5 A **Mandatory Responsibilities** (see Appendix E.) comprised of two and one-half days (2 ½) per year of Essential Administrative Activities (i.e. 20 hours) for which the District may require the presence of an employee on the work site or at another designated location. Activities as determined by the District, or principal with input from his/her Site-Based Decision-Making Team are conducted during hours of service not already compensated within the District-established one hundred eighty (180) day school year and routine on-site day. The following are illustrative of activities that may be included in mandatory responsibilities.

- i Administrative or school site or other authorized District meetings called to open and/or close the school year.
- ii On-site preparation of classroom/instructional environment including preparation of bulletin boards, display tables, lesson planning and scheduling, assembly of texts, audio-visual materials, student work sheets, grade books, and similar kinds of tasks to open/close a school year.
- iii Evaluating and recording of student progress reports for parents at mid-year or end of year and meeting/consultation with other faculty to plan and/or prepare presentation of programs.
- iv A workshop, class, or special meeting that has been scheduled and deemed critical that designated staff members must be in attendance to participate in discussion and decision making of matters of concern to a specific site or the District, or to be oriented in a new concept that is to be implemented.
- v Employees are compensated at the approved hourly rate for responsibilities actually performed without regard to part-time or full-time work schedules. Employees who do not perform the full two-and-one-half days (e.g., late start or early departure) will receive a proportionate amount of TRI compensated.

12.5 B **Flexible Responsibilities - Appendix E**

Flexible responsibilities

Flexible responsibilities are duties carried out on an individual basis by employees to provide direct and/or indirect service to students. See Article 12.5 A iii for individual preparation activities.

- 12.5 B i Employees will be compensated at the rate of \$3,088 for employees in steps 0 through 15 and \$3,488 for employees at step 16 for the performance of TRI flexible responsibilities. ~~Employees who are part time or who do not work the full school year will be compensated proportionately.~~
- ii Certificated employees who are part time or who are hired for a portion of the school year will receive a pro-rated amount of TRI flexible compensation (e.g., a .8 FTE receives .8 of the TRI flexible compensation; an employee hired on the 90th school day receives one half (90/180) of the TRI flexible compensation. An employee's flexible TRI entitlement is fixed for the first half of the year based on his/her FTE on October 1, and the second half of the year based on his/her FTE on February 1, and will only be changed prospectively at mid-year for changes in FTE level. 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 flexible TRI time for each month in which they work a majority of the scheduled work days. Unique circumstances will be referred to the Human Resources Office for resolution.
- iii Employees who are on long-term, compensated leave, for twelve (12) weeks or less, will continue to receive their TRI payment providing they continue to perform TRI activities in association with the leave. In such case, the term substitute will not receive TRI payments.
- iv Employees who are on long-term, uncompensated leave, compensated leave in excess of twelve (12) weeks, or compensated leave of twelve (12) months or less but who do not continue to perform TRI activities, will not receive TRI compensation during the period of the long-term absence. Instead, the TRI responsibility and compensation will transfer to the term substitute. The employee or term substitute who works the majority of the scheduled work days in the beginning and ending month of the long-term leave will receive the TRI compensation for that month.

In-service 12.5 C **In-service Days (Hours) – Appendix E**

- i The District may schedule up to sixteen hours (16) per school year for District in-service. Participation in such in-service is considered a mandatory TRI responsibility.
- ii All employees, part time and full time, will participate in such in-service and are compensated at the approved hourly rate for such in-service.

CHAPTER 13. SPECIAL ASSIGNMENTS UNDER SUPPLEMENTAL CONTRACTS**Article 13.1**

Noncompensated basic responsibility for student activities All educators, as professional staff members of a 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 Basic Contract: Certificated Staff 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

Supplemental contracts issued for special assignments 13.3 A Therefore, annually, any teacher requested to perform a duty not normally assigned to 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 a part of this Article by reference.

Guidelines for selection & assignment of personnel to special activities 13.3 B 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 his/her 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 Office shall provide the opportunity for each certificated staff member to declare his/her interest in assignments. A list of interested candidates from 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.

- 13.3 B v That the procedures for the selection and assignment of individuals to special assignment vacancies are made known in writing.
- 13.3 C The District will provide Association members with the opportunity to be considered for coaching assignments. The Human Resources Office will post such assignments for a period of five (5) working days and will refer available 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 requirements 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 priority:

- 13.4 A 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 his/her specific special assignment; or the additional duty days beyond the basic contractual school year.
- 13.4 B Numbers of teams, student participants, and adult assistants supervised.
- 13.4 C Degree of specialized knowledge and experience necessary for the assignment.
- 13.4 D Equipment and facilities supervision and maintenance responsibilities.
- 13.4 E Health and safety liability factors inherent in the activity.
- 13.4 F External public pressures immediate and/or potential.
- 13.4 G Environmental factors, out in weather, etc.
- 13.4 H 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:

- 13.5 A 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.
- 13.5 B The salary level indicated for each activity is based on the level of responsibility as identified within each of the factors in Article 13.4 through a full-scale study conducted in school year 1988-89. 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.

- 13.5 C Services are to be provided and salary payments will be made as are scheduled for each activity (Appendix B). 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 business office.
- Nonscheduled & emergency mandatory hours of service
- 13.5 D 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 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 his/her employment performance.
 - vi Saturday school supervision.
 - vii The preemption of planning period when substitute teachers are unavailable for absent teachers.
 - viii These assignments will normally be compensated at the approved hourly rate for the number of hours stipulated by the supervisor at the time the request for service is made to the employee. When assignments require the employee to provide instruction to other employees, the employee will be compensated at the approved instructional rate for the number of hours stipulated by the supervisor. Reimbursement for transportation costs will be allowed when needed at the established rate.
- 13.5 E **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.
- 13.5 F **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 his/her proper placement on the salary schedule adopted for his/her 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

General supervision of extended programs & personnel 13.7 A 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 Office 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 him/her in carrying out administrative responsibilities.

Building administrator's responsibilities 13.7 B 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

General provisions of supplementary contract: Term 13.8 A 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)

13.8 B Payment for extended day services will normally be paid as provided in the "Payment Schedule" as attached in Appendix E and as revised in subsequent years.

Payment schedule 13.8 C The administrator designated to supervise a special assignment program will make every reasonable effort to meet with each supplementary contracted staff member as early as possible after the completion of a season for appraisal of services, and will 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.

May 10 notice(s) of recommendation and contractual status for subsequent years

Date(s) of issue of supplementary contracts 13.8 D Every reasonable effort will be made to issue paid supplementary contracts in advance of the first student attendance day of the school year. Paid 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.

Voluntary nature of paid special assignment	13.8 E	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's programs. The provisions of Article 7.14 will apply in making such involuntary transfers or reassignments.
Distribution of supplementary contracts	13.8 F	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 Office.

Article 13.9

Extended Season Compensation & 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**

Purpose of
layoff & 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 abofishment of certificated staff positions and the number of employees in active service.

The layoff and recall procedures are designed to effect 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 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

Board's
responsibility

14.2 A Priority shall be given to retention of positions in those programs and services in those areas which relate to instruction and safety of students.

14.2 B 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 procedure are:

14.3 A 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.

14.3 B Termination or reduction by state and national sources of categorically funded projects.

14.3 C 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 areas of capital outlay, travel, contractual services, cash reserves, books, and supplies.

Article 14.5

Employment classifications, categories & specialties

The following general classifications and specific categories and specialties in certificated positions within each are established to ensure the qualifications of personnel assigned to retained positions for the reduced and remaining programs and for the purposes of this Chapter.

- 14.5 A Elementary classroom teachers, K-5, with K-8 endorsements and other teachers who possess the Washington State Standard/Continuing Teaching Certificate.
- 14.5 B Middle school classroom teachers, 6-8, with K-8 endorsements, and other teachers who possess secondary endorsements necessary to teach specialty areas at the middle school level (e.g., language arts, English, social studies, science, mathematics, physical education, etc.), including those individuals who possess the Washington State Standard/Continuing Teaching Certificate.
- 14.5 C High school classroom teachers, 9-12, who possess secondary endorsements necessary to teach specialty areas at the high school level (e.g., language arts, English, social studies, science, mathematics, physical education, etc.), including those individuals who possess the Washington State Standard/Continuing Teaching Certificate.
- 14.5 D Other non-supervisory certificated positions:
- i Specialist by field of specialty, (e.g., art, music, dance, reading, etc.)
 - ii Special education personnel (by field of specialty)
 - iii Vocational teachers (by field of specialty)
 - iv Nurses
 - v Psychologists
 - vi Other educational staff associates (e.g., SLP, OT, PT, etc.)
 - vii Secondary counselors
 - viii Elementary counselors
 - ix Elementary media specialists
 - x Secondary media specialists

(Staff members who, by part-time assignments, have accumulated the equivalent of one (1) year of full-time experience in an additional position classification satisfy the requirement of this paragraph with respect to an additional position classification.)

Article 14.6

- 14.6 A Each certificated staff member who possesses either an initial or continuing teaching certificate will, in accordance with his/her seniority, be considered for retention in his/her position and vacancies of the same kind in the classification, category, or specialty position based upon the individual's certificated endorsements(s) as registered in the Human Resources Office.
- 14.6 B A certificated staff member who possesses the standard teaching certificate will, in accordance with his/her seniority, be considered for retention in his/her position and vacancies of the same kind based upon the following criteria:
- i Possess a major in the category (45 quarter hours), or
 - ii Possess a minor in the category (24 quarter hours), or
 - iii Have at least .80 FTE of teaching experience in one (1) school year in the chosen category within the previous four (4) years of teaching for a full-time teacher, or have at least .40 FTE of teaching experience in one (1) school year in the chosen category within the previous four (4) years of teaching for half-time (.5) teachers.
- 14.6 C When a reduction in force is anticipated due to levy loss, state financial crisis, enrollment decline, or other foreseeable budget reductions, the Human Resources Office shall provide every member of the bargaining unit the opportunity to review his/her individual Employment Qualifications Status Sheet, affix his/her signature certifying as to the accuracy of the information listed, and return the sheet to the Human Resources Office.
- If the information is inaccurate, the member should contact the Human Resources Office immediately to correct his/her file. No new information may be presented for inclusion in the Employment Qualifications Status Sheet after the information on the document has been certified with a signature as accurate. New information will be incorporated into the official record in the following year.
- The Employment Qualification Status Sheet will include the following information:
- i The Washington certificate held.
 - ii His/her total years of documented service (in District files) in the state of Washington.
 - iii His/her college major(s), minor(s).
 - iv Successful experience in teaching subjects outside the major/minor of preparation within the last ten (10) years.
 - v The classifications, categories, and/or specialties he/she feels qualified for as per Article 14.5 and his/her order of preference for each in addition to the present assignment.

- 14.6 D Staff members will be considered for additional classifications, categories, and/or specialties only if they do not qualify for retention in the classification, category, or specialty position held at the time of the implementation of these procedures.

Article 14.7

Criteria & 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 classifications, categories, or specialties for which they qualify under Article 14.6 hereof. The individual must possess a valid Washington State Certificate authorizing service in any position for which he/she is being considered or assigned. In the event that there are more qualified employees than available positions in a given classification, category, or specialty, 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.
Seniority consideration	14.7 A	Total seniority as a certificated staff member shall be the basis for retention and recall in classifications in those categories and specialties identified in Article 14.5 above. Within each such classification, category, or specialty, the staff member(s) having the greater seniority shall be recommended for retention.
Seniority defined		Seniority for the purposes of this Chapter should mean the total number of most recent continuous full years of documented non-supervisory service within the state of Washington as defined in RCW 28A.400.300. The traditional nine (9) month academic year shall be considered a 1.0 school year. Part-time (partial year or day) service under a regular contract will be proportionately computed in tenths (10ths) of the basic school year (180 day, on-site day, 7.5 hours). However, no more than 1.0 school year shall be counted for any twelve (12) month period. 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 14.6 C). Professional education experience shall mean total years of experience eligible for submission to OSPI on the annual personnel report (S-275). (See Articles 11.11, 11.12, and 11.13)
Total number of units, second consideration	14.7 B	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 shall be assigned to the position retained.
Drawing lots in "ties"	14.7 C	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.
Assoc. Pres. super-seniority	14.7 D	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.
Secondary counselors assignment seniority computation	14.7 E	A secondary counselor will be assigned to a retained secondary counseling position on the basis of his/her total seniority of service in secondary counseling. For purposes of this paragraph, a staff member has performed in the secondary counseling position if a .4 FTE or more of such staff member's assignment was devoted to secondary counseling for a full semester in any given year.

Objectivity required in separations 14.7 F The layoff and recall procedure will not be used to separate an individual from active service whose performance is rated "satisfactory" 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 nonrenewals, 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

Institution of layoff & recall procedure 14.9 A 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. At least one (1) copy of these two (2) lists will be provided to each school building and the Association.

Tentative assignment 14.9 B 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.

Five-day tentative assignment question period 14.9 C An employee will be provided the opportunity of not less than five (5) days following receipt of his/her "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

Procedure for assigning persons to positions to be retained 14.10 A Each individual will first be considered for continued assignment to his/her present, or duplicate of his/her present, assignment according to procedures contained in this Chapter.

Limits of uses of seniority 14.10 B If he/she does not qualify to retain his/her present position, he/she 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 his/her 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.

Article 14.12

Options of individuals receiving notice of separation because of layoff procedures The options available to individuals with more than one (1) successful year of teaching in the District and receiving written notice of probable cause for separation from active service with the District because of layoff procedures are:

- 14.12 A Submit a written appeal for a hearing with the Board within ten (10) days, as provided in RCW 28A.67.070, or direct appeal to Superior Court.
- 14.12 B Submit a written appeal of the separation notice and simultaneously submit a request for a District budget crisis leave. (Article 6.13)
- 14.12 C Allow his/her employee status with the District to be terminated at the end of his/her present contract.

Article 14.13

District budget crisis leave 14.13 A A request for a District budget crisis leave as provided in Article 14.12 B above will be implemented pursuant to Article 6.13 of this Agreement. Reference is hereby made to Article 6.13 and by this reference made a part of this Article.

Employment pool 14.13 B 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 6.13 of the Comprehensive Professional Agreement will govern the application and implementation of those people placed in the District employment pool. Reference is hereby made to Article 6.13 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 he/she is qualified.

Article 14.14

Affirmative Action 14.14 A 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.

- 14.14 B 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 underrepresentation 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 DECISION-MAKING TEAM**Article 15.1**

The VEA and VSD affirm a principle of modern 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 Decision-Making Team philosophy is comprised of three (3) main elements:

- 15.1 A The decentralization and democratization of appropriate building level decisions (i.e., those not governed by District policy, regulation, or State or Federal statute);
- 15.1 B Delegation of authority to the building principal and his/her staff to identify decisions regarding the delivery of instructional programs of a school that will improve the education being provided for the students; and
- 15.1 C Development of responsibility among site staff for the determination, execution, and evaluation of the revised instructional programs.

Article 15.2

The Site-Based Decision-Making Team is suitable only for topics and actions that impact instruction in a specific school which will be limited to their site. The building principal will continue to be responsible for school operations. The District will continue to determine salaries, staffing formulas, testing, busing schedules, and all other such topics that uniformly impact each and all of the various classifications of schools in the District. The Board will continue to exercise its authority and responsibilities.

Article 15.3

The parties agree that each party will equally strive in good faith to make the SBDMT philosophy a reality in all schools in the District.

Article 15.4

Site-Based Decision-Making for the purposes of this Chapter is defined as the decisions of the staff relative to the instructional program and delivery at that site.

The certificated staff shall constitute the Site-Based Decision-Making Team (SBDMT). 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.

Article 15.5

Each SBDMT will be comprised of two (2) kinds of members:

Active	<p>An active member is an individual who personally chooses to become involved in all of the processes necessary in the study and planning as well as the implementation aspects of all the activities involved in the identification and achievement of an instructional goal. These persons are willing to remain on site beyond the routine "on-site" seven and one-half hour (7 ½) day, to utilize the Enhancement Activities program, following approved program guidelines. Active members have by self-determination and declaration identified themselves as active participants.</p> <p>The principal and co-chair will organize these persons into committees, the number and size of committees as is appropriate to meet the needs of the instructional issues of the site they serve. The number, time, and places of team meetings will be determined <i>mutually by the co-chairs and the participants</i>. Every reasonable effort will be made to provide equitable opportunity for involvement of each member of the group. Subcommittee chairs will schedule meetings as mutually determined by members of the committee. Disputes over whether a proposed decision is subject to site-based decision-making will be referred to the Association and the District for resolution.</p>
Passive	<p>A passive member is an individual who chooses to play no significant role in the study and planning of a school improvement planning process. Passive members shall be included in the review of proposed plans and in all consensus building activities relative to the approval and implementation of the plan.</p>

Article 15.6

Levels of agreement	<p>The decision-making process shall include open dialogue in which issues are <i>presented, defined, discussed, and resolved</i>. This shall be a process in which those affected by a decision participate directly or through a representative process. The following levels of agreement are in the order of priority.</p>
Consensus	<p>15.6 A Every reasonable effort will be made to reach instructional decisions of the team by consensus. Consensus is when a decision has been agreed to by all members, active and passive. All members have an understanding of the <i>reasoning leading to the decision and will support the decision</i>. Example: Fist-to-five method, all participants show five's. This would be the same as a 100% agreement.</p>
Sufficient consensus	<p>15.6 B Each member, active and passive, may not completely agree with the decision, but all should feel that they have had their information and opinions heard, that their views have been considered, and that now all will <i>abide by the group decision and support its implementation</i>. Example: Fist-to-five method, participant range in agreement from 1-5, but no fists are indicated.</p>
Voting	<p>15.6 C When it has been determined by the co-chairs that consensus cannot be achieved, proposals may be submitted for a vote to only those members of the faculty who are impacted by the vote. If a dispute arises regarding who should have voting privileges relative to who is impacted by the decision the issue will be submitted to the co-chairs and VEA building representatives for resolution by consensus. When votes are taken, 80% approval is required by all sites. Each Site-Based Decision-Making Team may increase the percentage necessary for approval due to the unique</p>

circumstances of the proposal. The vote to determine a higher rate of approval shall be based on a simple majority. The decision regarding ballot procedures shall be exclusive to each site or administrative unit. The VEA building representative(s) shall be responsible for all balloting.

Article 15.7

Minority reports Any member of the Site-Based Decision-Making Team shall have the right to make a minority report to the team. Sufficient time shall be granted for the member to compose and present his/her report prior to any approval process.

Article 15.8

Agendas and Minutes The principal and his/her team will determine the mechanism for determining the meeting agendas. 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.

Article 15.9

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 15.10

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, media specialists, 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.

***All references to SBLT contained in other chapters of the CPA shall be considered SBDMT pursuant to this revision of Chapter 15.

CHAPTER 16 - PROFESSIONAL DEVELOPMENT PROGRAM**Article 16.1**Professional
development**General Administration of the Professional Development Funds.**

Concept

- 16.1 A *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 learnings, pedagogical practices, personal and professional growth, continuous certification, and District goals and priorities.*
- 16.1 B *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 Office. The Human Resources Office 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 16.4 B and 16.5, be from the employee's individual professional development funds, or from other funds made available by the District.*

Article 16.2**Optional Professional Development Funds – Appendix E**

- 16.2 A *The District will allocate \$725 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.*
- 16.2 B *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 his/her funds with other employees' funds in order to provide for a building staff cooperative workshop.*
- 16.2 C *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.*
- 16.2 D *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 \$725 entitlement and any residual amount.*

Article 16.3

Courses/Seminars Applicable To Extended Day Activities:

- 16.3 A 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 his/her professional growth obligation relative to his/her present assignment for the current school year.
- 16.3 B Funding for a course or seminar is further restricted as follows:
 - i. A maximum reimbursement of \$725 is imposed.
 - ii. Attendance at one course or seminar per year (July 1 – June 30) shall be reimbursed.
 - iii. Travel to a course or seminar is restricted within the states of Washington and Oregon.
 - iv. Attendance at a course or seminar is limited to after the employee's work day and non-duty days.

Article 16.4

General provisions

- 16.4 A 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 educational programs will require the acquisition of new knowledge and skills by the teaching staff and by their certificated support staff.
- 16.4 B 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. Individuals must pay for their participation and be reimbursed after completion.
 - ii. Verifications of participation 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.
- 16.4 C 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 his/her individual professional development proposal for presentation to his/her evaluator and the Superintendent/designee.

Article 16.5

Basic understanding

- 16.5 A 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 his/her 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.

Teacher assistance

16.5 B 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 his/her current assignment and/or he/she is placed on formal probation or is at "high risk" for probation. These costs may be charged to the individual professional development funds.

Mandatory Training

16.5 C The District may direct up to sixteen (16) hours per year of professional development training for which the employee will be reimbursed at the approved hourly rate from the \$725 allocation. Such mandatory training will be communicated not later than the close of the prior school year so that employees may appropriately plan for their remaining expenses. Any additional, mandatory 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 16.6

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.

16.6 A Reimbursement levels:

- i. Each full-time teacher on provisional or continuing contract may receive up to \$725 of professional development funds per school year. These teachers are also eligible to be reimbursed for expenses beyond \$725, but not to exceed \$1,600 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 base of \$725 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 \$725. The District will have the discretion to make payouts beyond the \$1,600 limit when residual funds are available.
- ii. Part-time teachers, and full-time teachers who have not worked the full year, may receive an amount equal to their FTE percentage (e.g. a half-time teacher, or a full-time teacher hired at midyear, may receive \$362.50 of the basic amount and 50 percent of any authorized residual amount.)
- iii. Teachers on one-year appointments may receive up to \$725 for activities taken and completed by the last student day of the school year.
- iv. Teachers employed less than 0.4 FTE, and teachers on terminable substitute appointments, do not receive professional development funds.

16.6 B Expenses, which qualify for reimbursement, include:

- i. Registration fees, credit fees, textbooks, and materials for approved courses, workshops, conferences, and seminars.

- 16.6 B ii Mileage, housing, and meals that involve travel outside of Multnomah and Clark counties.
- 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 mid-week 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 approved hourly rate and may only be applied to hours outside the eight-hour workday. Residual funds may not be used for this purpose.
- v Offsetting approved costs under a meritorious activity proposal.
- 16.6 C **Restrictions on the use of professional development funds:**
- i The District will not routinely approve activities that involve absences during student attendance days. However, at the District's discretion, requests will be considered when the value of the training merits such consideration, and the training is not otherwise possible on a non-student attendance day.
- ii 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 Office. Applications involving travel outside of Oregon and Washington should be submitted at least thirty (30) working days in advance to allow time for Board action. Exceptions to the time may be granted at the discretion of the Human Resources Office. Professional development requests for a given school/contract year, must be submitted ten (10) working days prior to the last day of school to allow time to process the request and to return it to the teacher by the last day of school.
- iii 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:
- the employee is involved in a conference presentation,
 - the employee is a national officer in the sponsoring organization,
 - the conference is part of a larger special program or grant, or
 - other special situations.
- iv Reimbursements are subject to presentation of original receipts for all expenses. 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.
- v Teachers are responsible for canceling professional development applications that were approved but not subsequently completed by the teacher. Because the first \$725 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.

- 16.6 C vi 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 recovered.
- vii A teacher may not be reimbursed from the \$725 professional development fund 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 LEP and Title, etc.).
- viii Teachers are responsible for all professional development expenses not approved by the District, or which exceed the \$725 allocation (unless covered by residual funds). This restriction does not apply to professional development funded out of sources other than the \$725 individual professional development funds.
- ix 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 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.

Article 16.7

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

- 16.7 A The Association will have the opportunity to provide input on all aspects of the training program, and the District will give full and responsive consideration to the Association's input.
- 16.7 B The District and the Association agree that student contact time is critical to the development and transition of new certificated staff. Therefore, the District will attempt to schedule training for non-student times (e.g., pre-school year, Saturdays, or evenings).
- 16.7 C 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.
- 16.7 D 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.

Article 16.8

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.

Vancouver School District No. 37
Certificated Employee – Basic Contract

Name: _____ SSN: _____
Date: _____ Location: _____

Contract:

- 1. Leave Replacement
- 2. First Year Provisional
- 3. Second Year Provisional
- 4. Continuing Employee

This contract is made by and between the Board of Directors of Vancouver School District No. 37 ("District"), and the above named employee ("Employee"). The contract period is _____ through _____, and includes 180 student teaching days and two (2) in-service days. The contract period is automatically adjusted for any days cancelled and rescheduled because of inclement weather. Employee's assignment and salary schedule placement are as follows:

FTE: _____ Position: _____
Pay Lanc/Step: _____ Salary: _____

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 above; 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. By 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 hereunder.

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 described for 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 day notice.

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

By: _____ Signed: _____
John W. Erickson, Superintendent Employee

Jul 2003

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Aug 2003

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Sep 2003

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Oct 2003

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Nov 2003

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Dec 2003

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Vancouver School District No. 37
2003-2004
Official District Calendar

Revised: 04/14/03

Holidays

Independence Day	July 4
Labor Day	September 1
Veterans Day	November 11
Thanksgiving Break	November 26-28
Winter Break	December 22-Jan. 2
ML King Day	January 19
Presidents' Day	February 13 & 16
Spring Break	April 5-9
Memorial Day	May 31

Non-Student Days

Administrators' Retreat	August 12
New Teachers In-Service	August 18-22
District In-Service	August 26-28
Administrative Essential (ES/MS)	September 2
Administrative Essential (ALL)	September 3
Building/State In-Service (ALL)	October 10
Parent Conference (ES/MS Only)	October 23
Parent Conferences (ALL)	October 24
Semester Break	February 2
Parent Conferences (HS Only)	March 12
Evenings/By Appointment	
Last Contracted Teacher Day	June 21

Student Attendance Days

First Day of School	September 4
HS Only	October 23
ES/MS Only	March 12
Last Day of School	June 18

2-Hour Late Start Days
October 2, December 11, January 29, March 18

Snow Day June 21
Student Attendance Required Only if Necessary

-  Student Non-Attendance Days/holidays
-  Teacher In-Service/Work Day (No Student Attendance)
-  Board of Directors' Meetings
-  First & Last Day of School

Base Days: 180 Board Approval: 03/24/03

Jan 2004

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Feb 2004

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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

Mar 2004

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 2004

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 2004

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 2004

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			

Vancouver School District No. 37
Certificated Employee Time, Responsibility, and Incentive
Supplemental Contract

Name: _____ School Year: _____
SSN: _____ Location: _____
FTE: _____

This contract is made by and between the Board of Directors of Vancouver School District No. 37 ("District"), and the above named employee ("Employee") pursuant to RCW 28A.400.200(4).

Part I

Time and Responsibility: Employee agrees to perform two (2) additional days of parent conferencing and the additional extended day 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 of \$3,600 (insert \$4,000 for an employee in step 16) for a full-time employee and prorated for less than full-time employee, working the full school year.

\$512 of this amount is for District in-service training time and will be paid in the first pay period after completion of the in-service training. \$3,088 (insert \$3,488 for an employee in step 16) is for additional responsibilities and will be paid in three equal instalments in the payroll for the months of November, March, and June.

An employee not completing the scheduled in-service training will not receive this portion of the additional compensation. An employee working less than full-time or less than a full school year, will have his/her compensation for additional responsibilities, \$3,088 (insert \$3,488 for an employee in step 16) adjusted proportionately based on the percentage of FTE and/or percentage of the school year worked. If employee fails to perform all or part of the duties required hereunder, any overpayment of additional compensation shall be withheld from the June paycheck.

Performance hereunder shall be verified under the direction of the Office of Human Resources by submission of the certification in Part II on June 1, 200_.

Signature of Employee: _____ Date: _____

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

By: _____

Part II

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

Signature of Employee: _____ Date: _____

Signature of Supervisor: _____ Date: _____

**ENHANCEMENT PROGRAM TIME-RESPONSIBILITY-INCENTIVE ACTIVITIES
EXTENDED YEAR/DAY/HOURS AUTHORIZED**

Job Classification	Extended Year (Days)	Administrative Essential Days	Mandatory In-Service Days	Total Days	Flexible Time (Dollars) Step 0-15	Flexible Time (Dollars) Step 16	Professional Development (Optional)
Teacher	0	2.5	2	4.5	\$3,088	\$3,488	\$725
School-to-Work Specialists	8	2.5	2	10.5	\$3,088	\$3,488	\$725
Career Guidance	10	2.5	2	14.5	\$3,088	\$3,488	\$725
Horticulture (Footnote 1)	17	2.5	2	21.5	\$3,088	\$3,488	\$725
Technology Education Learning Lab (Footnote 2)	3	2.5	2	7.5	\$3,088	\$3,488	\$725
Elementary Library Media (Footnote 3)	9	2.5	2	13.5	\$3,088	\$3,488	\$725
Middle School Library Media (Footnote 3)	15	2.5	2	19.5	\$3,088	\$3,488	\$725
High School Library Media (Footnote 3)	14	2.5	2	18.5	\$3,088	\$3,488	\$725
Traffic Safety Education Project Director	15	2.5	2	19.5	\$3,088	\$3,488	\$725
Facilitator, Chapter 1/LAP Math	7.5	2.5	2	12	\$3,088	\$3,488	\$725
Juvenile Court Classroom Teacher	40	2.5	2	44.5	\$3,088	\$3,488	\$725
Elementary Counselor	0	2.5	2	4.5	\$3,088	\$3,488	\$725
Lewis & Clark counselor	7.5	2.5	2	12	\$3,088	\$3,488	\$725
Middle School Counselor	16.5	2.5	2	21	\$3,088	\$3,488	\$725
High School Counselor	16.5	2.5	2	21	\$3,088	\$3,488	\$725
School Psychologist	7.5	2.5	2	12	\$3,088	\$3,488	\$725
Facilitator, Preschool Assess./Placement	7.5	2.5	2	12	\$3,088	\$3,488	\$725
Fir Grove Classroom Teacher	15	2.5	2	19.5	\$3,088	\$3,488	\$725
Fir Grove Psychologist	15	5	2	22	\$3,088	\$3,488	\$725
School Nurse	2	2.5	2	6.5	\$3,088	\$3,488	\$725

1. Extended year for Lewis and Clark High School is four (4) days.
2. Includes maintenance of computer and industrial equipment.
3. Minimum is 1 day:66 students ES/MS, 1 day:60 students HS

Extended Day Salary Schedule
Professional Education Certificate Required
School Year 2003-04

Activity Level/Area	Step 0	Step 1	Step 2	Step 3	Step 4
Senior High					
Instrumental Music	5230	5491	5753	6014	6276
Vocal Music	4198	4407	4617	4827	5037
String/Orchestra	4198	4407	4617	4827	5037
District-wide Music Presentation	1500	1575	1650	1725	1800
Journalism/Newspaper	2684	2818	2953	3086	3220
Drama Dist. Program	3074	3227	3380	3535	3688
ASB Coordinator	1500	1575	1650	1725	1800
Stage	1078	1132	1186	1240	1294
Yearbook	2019	2119	2220	2322	2422
National Honor Society	1330	1397	1464	1530	1596
Knowledge Bowl	1330	1397	1464	1530	1596
Head Mock Trial Advisor	2396	2464	2531	2597	2665
Assistant Head Mock Trial Advisor	1863	1930	1997	2064	2131
Mock Trial Advisor	1330	1397	1464	1530	1596
Renaissance Advisor (HS)	1330	1397	1464	1530	1596
Renaissance Advisor (L&C)	802	843	883	923	963
Math Team	458	482	505	527	551
Science Olympiad	458	482	505	527	551
Key Club Advisor	918	963	1009	1055	1101
Saturday School Supervisor (\$32 per hour)					
Career Development Leadership Programs					
<i>Student Leadership</i>					
Future Business Leaders of America	688	722	757	792	826
Health Occupations Students of America	688	722	757	792	826
Technology Student Association	688	722	757	792	826
Family, Career & Community Leaders of America	688	722	757	792	826
Vocational Industrial Clubs of America	688	722	757	792	826
Distributive Education Clubs of America	918	963	1009	1055	1101
Future Farmers of America	918	963	1009	1055	1101
<i>Career Development Learning Labs</i>					
Marketing Learning Lab	2064	2167	2271	2375	2477
Horticulture Learning Lab	2064	2167	2271	2375	2477
Culinary Arts Learning Lab	2064	2167	2271	2375	2477
Metal/Welding Learning Lab	2064	2167	2271	2375	2477
Technical Education Learning Lab	2064	2167	2271	2375	2477
Work Based Learning	1836	1927	2019	2110	2203
Middle School					
Instrumental Music	3028	3179	3331	3482	3633
Vocal Music	1744	1830	1918	2005	2092
String/Orchestra	1422	1494	1564	1636	1707
Intramural Director (\$2750 Stipend)					
Math Team	458	482	505	527	551
Science Olympiad	458	482	505	527	551
Saturday School Supervisor (\$32 per hour)					

**Extended Day Salary Schedule
Professional Education Certificate Required
School Year 2003-04**

Elementary School					
Extended Day Coordinator (Full Year)	3922	4118	4315	4511	4708
Music Ensemble	1514	1589	1665	1740	1817
Special Education					
Structured Learning Building Based (\$1152 Stipend)					
School of Arts & Academics					
National Honor Society	1330	1397	1464	1530	1596
Instrumental Repertory Ensembles	4198	4407	4617	4827	5037
Symphony	4198	4407	4617	4827	5037
Vocal Repertory Ensembles	4198	4407	4617	4827	5037
Dance Repertory Ensembles	4198	4407	4617	4827	5037
Theater Repertory Ensembles	4198	4407	4617	4827	5037
Theater Technical Production Lab	4198	4407	4617	4827	5037
Costume Production Lab	4198	4407	4617	4827	5037
Visual Arts Lab	4198	4407	4617	4827	5037
Moving Image Arts	4198	4407	4617	4827	5037
Literary Publications Lab	4198	4407	4617	4827	5037
Arts Marketing Lab	4198	4407	4617	4827	5037
Site Based Decision Making					
Team Co-Chair (\$37 per hour)					

Note: Employees who perform the full responsibility for an extended day activity will be paid the full stipend for such activity regardless of their FTE assignment (e.g., part-time versus full-time). Employees who share the responsibility with one or more employees will receive a proportionate stipend.

VANCOUVER EDUCATION ASSOCIATION
DUES AND ASSESSMENT CHECK OFF
AUTHORIZATION AND ASSIGNMENT OF WAGES FORM

Name _____

Address _____

City/State/Zip _____

Social Security Number _____

To: _____ School District

I, the undersigned, acknowledge that I am a member of the Vancouver Education Association. I hereby authorize you as my employer to deduct each month from my salary, and pay to the Association, membership dues and assessments in such amounts as the Association may certify as due and owing by me in accordance with its bylaws and adopted rules.

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

Signature: _____

Date: _____

FINANCIAL INSTITUTIONS
UTILIZED BY
VANCOUVER SCHOOL DISTRICT NO. 37
IN THEIR DIRECT PAYROLL DEPOSIT SYSTEM

Vancouver School District can direct deposit net pay to any financial institution in the United States that is a member of the Automated Clearing House. This includes virtually all banks and savings and loans and most credit unions.

**SUMMARY STATEMENT OF GROUP INSURANCE PROGRAMS AND BENEFITS
2003-04**

Pursuant to Article 11.31 and Article 11.32/11.33, the programs and benefits determined by the District and the Association, effective October 1, 2003 for all members of the bargaining unit are deemed to be the following for the full-time employees and proportionally prorated for part-time employees (details of each program's benefits are outlined in the policy statements on file in the District office of fiscal services and the information booklets issued to each employee):

The District will contribute a maximum of \$493.31 for the months of September 2003 through August 2004, per FTE towards the mandatory and voluntary insurance programs. The cost of the mandatory "John Hancock/UniCare" insurance programs is the first deduction from the District contribution.

Mandatory Insurance Programs

The John Hancock/UniCare insurance programs are self-insured. The Vancouver School District administers this program with all employee group representatives serving as an advisory committee. This committee, The Insurance Oversight Committee, monitors the assets and liabilities on a monthly basis and recommends any necessary changes in premiums or benefits to maintain the solvency of the program. The deductions for the monthly premium paid by the individual employee are subject to adjustment during the contract year. Beginning in September of 2003, the mandatory rates are as follows:

Blue Cross participants:	\$151.04
Kaiser participants:	\$153.42
Participants not enrolled in a medical plan:	\$153.42

Less than full-time employees may exempt themselves from the mandatory package if the employer contribution is not sufficient to cover cost of benefits.

General Summary of Benefits

1. Standard Life Insurance (employee only):

Blue Cross Participants - \$10,000

Kaiser Participants - \$20,000

Members not participating in a medical plan - \$20,000

Standard Insurance Accidental Death/Dismemberment (employee only):

Blue Cross participants - \$10,000

Kaiser participants - \$20,000

Members not participating in a medical plan - \$20,000

The following dental, orthodontic, vision, prescription drug, and hearing benefits may be modified during the contract year depending on the solvency of the self-insured program.

2. **Dental Plan** (full family):

Maximum benefit is \$1,500 per individual per calendar year.

Deductible: None.

The dental plan will pay 100 percent of the Usual, Customary, and Reasonable Charges for diagnostic and preventive dental work. New employee percentages of benefits payable are incrementally increased over four years starting at 70/80/90/100 percent.

- a. Diagnostic and therapeutic – 100 percent coverage
- b. Restorative – 100 percent coverage
- c. Prosthodontic service and supplies – 60 percent coverage

3. **Orthodontic Services and Supplies** (full family): Diagnostic procedures and treatment consisting of surgical therapy, appliance therapy (including related oral examinations, surgery, and extractions). Benefit payment of 50 percent of Reasonable, Customary charges made by a dentist with a \$1,500 lifetime maximum (as outlined in the policy).

4. **Vision Care Insurance** (full family):

Annual Eye Examination	100%	Usual and Customary
Lenses (Pair)	Single \$117	Usual and Customary
(2 yrs. normal, 1 yr. If prescription changes)	Bifocal \$168	Usual and Customary
	Trifocal \$200	Usual and Customary
	Bifocal Blend \$200	Usual and Customary
Required Contacts	100%	Usual and Customary
Normal Contacts	\$200	Usual and Customary
Frames (every 2 years)	\$ 90	Usual and Customary

5. **Prescription Drugs** (full family): A co-payment of \$15 for generic and \$30 for name brands is applicable for each prescription or refill at the retail level. Maintenance drugs can be ordered through the mail order program for \$20 generic and \$40 brand name for a 90-day supply.

6. **Hearing:**

Audiometric Exam:	1 per 3 years – 100% - Usual and Customary
Evaluation Test:	2 per 3 years – 100% - Usual and Customary
Hearing Aids:	2 per 3 years - \$1000 for one; \$2000 for two.

B. **Standard Insurance Company Long-Term Disability Plan.**

The long-term disability coverage in effect during the 2003-04 school year, with a 30-day elimination period, will assure maintenance of a minimum of 60/70 percent of salary at the time of disability, 5 percent annual COLA adjustment, two-year survivor benefit and Age Discrimination Employment Act, Schedule 2, own occupation disability – 5 years; maximum monthly benefit \$5000; minimum monthly benefit \$100 or 10 percent, whichever is greater; mental and nervous, 36 months.

Death Benefit Insurance

As provided by the state for employee(s) loss of life while in the course of employment.

Voluntary Medical Insurance Program Deductions

- A. The balance of the District's contribution after the mandatory "John Hancock/UniCare" and Standard Insurance life and LTD deductions may be used only toward the cost of voluntary participation in either of the three medical plans described below. The employee will assume that portion of the cost of health insurance programs in excess of the total District contribution toward health care benefits. Employees may sign up for the IRS "Section 125 Premium Conversion Plan" designed so that out-of-pocket medical premiums can be paid with before-tax dollars. All unused District medical contribution will be pooled as per RCW 28A.400.270-280.

Health Plans Available

(Programs paid completely or partially by employer)

Blue Cross PPO 1 and PPO 2 and PPO 3: District Contribution: \$342.27

1. The District will make available to each bargaining unit member for school year 2003-04 an open panel medical/health and hospitalization plan. The benefits of that plan will be the same as those included in the specifications of the Premiera Blue Cross Select PPO 1, PPO 2, or PPO 3.

Kaiser: District Contribution: \$339.89

2. The District will make available a closed panel health plan offered by Kaiser Health Plan of Oregon, benefit Level C-2. Kaiser plan benefits and premium levels are developed for the school district employee group and adjusted in October of each calendar year.

Voluntary Life Insurance (Funded entirely by employee)

1. John Hancock Premium Pay Back Term Life Insurance
2. Standard additional Term Life Insurance
3. Standard Group Voluntary Accidental Death & Dismemberment

Voluntary Salary Insurance (Funded entirely by employee)

1. Standard Insurance Short-Term Salary Insurance
2. American Fidelity Cancer Insurance

Other Voluntary Deductions

1. United Way: 12 deductions beginning November 30 of each year.
2. Vancouver School District Foundation: 12 deductions beginning November 30 of each year.
3. Clark County School Employees Credit Union Savings Deductions
4. Dependent Care Assistance Plan.
5. JPC Health Club

**VANCOUVER SCHOOL DISTRICT
APPROVED TAX SHELTER ANNUITY PROVIDERS**

The following insurance companies presently participate in the district's tax sheltered annuity program and have at least five participants. Any insurance company may be represented if it has five or more applicants. If participation falls below five, additional applications will not be accepted until the minimum number is met.

American United Life
www.aul.com

Northern Life
www.northernlifetsa.com

Anchor National Life
www.sunamerica.com

Safeco
www.safeco.com

Equitable Life Assurance Soc.
www.equitable.com

Security Benefit Life
www.securitybenefit.com

Great American Life
www.galic.com

Standard
www.standard.com

Horace Mann
www.horacemann.com

Sun Life Assurance
www.sunlifeofcanada.com

IDS
www.americanexpress.com

Sunset Life
www.sunsetlife.com

Kemper
www.kemperinsurance.com

Thrivent Financial for Lutherans
www.thrivent.com

Lincoln National Life
www.lincolnlife.com

Travelers
www.travelers.com

Nationwide
www.nationwide.com

United Investors Life
www.uilic.com

New York Life Insurance Co.
www.newyorklife.com

VALIC
www.valic.com

**Deferred Compensation Program
(Funded Entirely by Employee)**

Deferred compensation is an agreement between the employee and the Vancouver School District to postpone (i.e., defer) part of the employee's income until the employee separates from service. Employees are eligible to participate in the Deferred Compensation Program providing they are regularly scheduled to work twenty (20) hours or more per week.

Deferred Compensation is offered through the Washington State Retirement System (DRS) (<https://dep.csplans.com>). The following investment options are available through DRS:

Calvert Social Investment Fund-Balanced
Fidelity Equity Income Fund
Fidelity Independence Fund
Fidelity Growth Company Fund
Fidelity Overseas Fund
Portfolio
The Savings Pool
Washington State Long-Horizon Fund
Washington State U.S. Stock Market Index Fund
Washington State Short-Horizon Fund
Washington State Bond Fund
Washington State Mid-Horizon Fund
Washington State Socially Responsible Balanced Fund
Washington State U.S. Small Stock Index Fund

**ALTERNATIVE DISPUTE RESOLUTION PROCESS
FOR
VANCOUVER SCHOOL DISTRICT AND VANCOUVER EDUCATION ASSOCIATION**

Introduction: The Vancouver School District and the Vancouver Education Association are long-term partners in the delivery of quality education. In carrying out their joint mission, there are occasions when disagreements arise. The Comprehensive Professional Agreement 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 the process with 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 move 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. There 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 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 non-binding arbitration.

Ombuds 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 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 negotiation.

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 Comprehensive Professional Agreement 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 Negotiations 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 Avenue, NW Washington D.C. 20009 202-265-9572	Confluence Northwest 342 Union Station 800 NW Sixth Avenue Portland OR 97209 503-243-2663
Federal Mediation and Conciliation Service 2100 K Street NW Washington D.C. 20427 202-653-5300	Judicial Arbitration and Mediation Services/Endispute, Inc. 1001 SW Fifth Avenue, Suite 1100 Portland OR 97204 800-626-5267
Oregon Mediation Association PO Box 2952 Portland OR 97208-2952 503-294-1017	Settling Disputes, Linda Singer Westview Press
Washington State Bar Association Seattle WA 206-727-8200	Willamette University Center for Dispute Resolution 245 Winter Street SE Salem OR 97301 503-370-6046

