

COLLECTIVE BARGAINING AGREEMENT

between

CAMAS SCHOOL DISTRICT NO. 117

and the

CAMAS EDUCATION ASSOCIATION

2023-2025



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ARTICLE I. ADMINISTRATION OF THE CONTRACT

Section 1.01 Recognition

- A. The Board recognizes the Camas Education Association, pursuant to Chapter 41.59 RCW, as the exclusive negotiation representative for all certificated employees employed by the Camas School District. When used hereinafter, the term "certificated employee" shall mean any employee holding a regular teaching certificate and/or special certificate of the State, whether teaching or on District-approved leave. Excluded from the Camas Education Association bargaining unit shall be the Superintendent, Assistant Superintendent, the Director of Business Services, the Board's designated negotiators, building principals, assistant building principals, any individual who shall evaluate a certificated employee, and any full-time supervisor.
- B. The Camas Education Association shall represent long-term substitutes; those substitutes who fill an assignment for the absence of a certificated employee for more than twenty (20) days in the same assignment or thirty (30) days within the preceding school year and continue to be available for employment as substitute teachers. Such employees shall be guaranteed the rights and privileges set forth in this contract except for the following provisions: 2.06, 2.07, 3.01, 3.02, 3.03, 3.09, 3.10, 3.11, 3.12, 3.13, 3.14, 3.17, 3.18, 3.19, 4.04, 4.07, 4.08, 4.10, and 4.11, 4.15, and 4.16.
- C. The Camas Education Association will not represent short-term substitutes who fill an assignment for a certificated employee for fewer than twenty (20) days.
- D. The term "Association" shall mean the Camas Education Association. The term "District" shall mean the Camas School District No. 117. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine; and words denoting numbers shall include both singular and plural.
- E. The District will not negotiate with any "employee organization" other than the Association as representing the certificated employees of the District. Any challenges to this recognition shall be pursuant to the provisions set forth in applicable laws and Washington administrative regulations of the P.E.R.C.

Section 1.02 Management Rights

The Association recognizes the Board as the elected representative of the constituents of the District and recognizes its legal responsibilities, rights, powers, duties and authority in connection with the operation of the District through its appointed Superintendent and their staff. Included in this recognition is the right of the Superintendent or designee to direct the workforce, hire, promote, retain, transfer, evaluate, and assign employees subject to this agreement.

Section 1.03 Status of Agreement

The District agrees the rules and regulations, policies and practices of the District will be in agreement with the terms and items specifically enumerated in this Agreement. This Agreement shall supersede any rules and regulations, policies and practices which may be contrary or inconsistent with its terms. The Agreement shall become effective when ratified by the Association and the Board.

Section 1.04 Individual Contract Compliance

- A. All individual employee contracts shall be subject to and consistent with Washington State Law. Terms and conditions negotiated as a part of this comprehensive Agreement shall accrue to the individual certificated staff member
- .
- B. Individual employee contracts will be issued by June 30, but no later than September 1.
- C. Upon notification from hiring officials (principals), every effort shall be made to provide a contract to those receiving supplemental contracts within one (1) week of the offer and acceptance of the additional FTE.
- D. The Board or the Camas Education Association shall not engage in or assist in any unfair labor practice.

Section 1.05 Labor Management Relations

Upon written request by either the Board or the employee organization, the Superintendent, the Board's designated representatives, the Association President and the Association representatives shall meet for the purpose of informal discussion.

Section 1.06 Conformity to Law

- A. This Agreement shall be governed and construed according to **Federal and state laws**, **including** the Constitution and the Laws of the State of Washington. If any provisions of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of the Agreement shall continue in full force and effect.

- B. Any provision of this Agreement which is found to be contrary to law shall automatically be deleted. If, subsequently, the provision becomes lawful during the term of this Agreement, it shall be mandatory for both the Board and the Association to re-negotiate the provision.

Section 1.07 Distribution

Within thirty (30) days following ratification and signing of a negotiated Agreement, the District shall print and distribute copies of said negotiated Agreement to the Association President. The finalized contract will also be posted on the District website. The Association will be responsible for distribution of contracts to all certificated employees. Employees may request a hard copy of the contract, or may access it via the District website. All certificated employees new to the District shall be provided a copy of the Agreement by the Association President after notification from the District upon issuance of the new certificated employee's individual contract. Upon request, such Agreement shall also be made available for review by all applicants for certificated employee positions during their interview for that position. The cost of printing and distribution of the Agreement shall be borne equally by both the District and the employee organization.

Section 1.08 Subcontracting

- A. All work customarily performed by the District in its own facilities with its own employees shall continue to be performed by the District and its employees subject to the following condition: Nothing in this section shall prohibit the Board and the Administration from hiring consultants who may or may not have the same qualifications as the certificated employees in the District.
- B. In addition, the Board reserves the prerogative of hiring qualified personnel for co-curricular ~~extra-curricular~~ responsibilities if the certificated staff has been surveyed and no qualified certificated staff member is available agrees to serve as a sponsor of the co-curricular ~~extracurricular~~ activity.

Section 1.09 Maintenance of Standards

- A. Professional teaching and related duties, as determined by the School District, of any certificated employee who has the responsibility of a position in the negotiation unit, as a member of the executive board, representative council, or negotiating team, will not be altered or increased beyond the level of any other certificated employee for the duration of the Agreement. The personnel named above are to completely fulfill the responsibilities of the position for which they were hired.

- B. Once this Agreement has been ratified by both parties, all hours, wages and conditions of employment shall be maintained for the duration of the Agreement at not less than the standards contained in the Agreement.
- C. In the event of a double levy loss, the provisions of this section will be subject to the conditions of the layoff and recall provision.

Section 1.10 Contract Waiver Procedure

- ~~A. In an effort to recognize the efforts of the school site "Learning Improvement Teams," the District and the Association agree that there may be situations where a waiver of contract language may be necessary to support the school improvement efforts.~~
- A. Contract language waiver requests ~~must~~ may be submitted initiated by the building ~~"Learning Improvement Team."~~ **building administrator and/or CEA representative**. At least 80% of the building staff **bargaining unit** members must signify their approval of the waiver request. The waiver request will identify the contract language to be waived, the reasons for the waiver request, and the time frame for which the waiver will be in effect.
- B. Waiver requests, along with voting results, will be reviewed by the Camas Education Association (CEA) Executive Board and **the Human Resource Director** ~~the superintendent or designee~~. Waivers will only be granted if they are approved by both the CEA Executive Board and **the Human Resource Director or designee**. ~~and the Camas School Board.~~

ARTICLE II. BUSINESS

Section 2.01 List of Payroll Deductions

- A. The District shall, upon receipt of an annual authorization form from the Association and signed by the employee by October 15, deduct from the employee's salary and make appropriate remittance to the Association for yearly professional organization dues and assessments authorized by the Association and employee, direct deposit payment, CW Community Chest, insurance plans, and tax-sheltered annuity plans. Each deduction shall be listed separately on the employee's monthly warrant pay stub.
- B. The Association agrees to indemnify and hold the District harmless from all claims against it or on account of any deduction made from the salary of any employee in the bargaining unit, provided it is clearly shown that any claim or action against the District is a result of incorrect information supplied to the District by the Association.

Section 2.02 Payment Procedure

Certificated employees shall be paid on the last contracted working day of each month, with the exception of December, when staff will be paid on the last business day of the month. Certificated employees' annual contracted salaries shall be prorated on the twelve (12) month basis and paid in twelve (12) monthly installments. Supplemental salaries will be paid in twelve (12) or fewer monthly installments or one lump sum upon the employee's written request.

Section 2.03 Salary Determination

- A. All certificated employees shall be placed, make annual vertical (step) movement, and horizontal (lane) movement as stipulated, on the locally negotiated base salary schedule, consistent with ~~S-275 reporting guidelines~~ Section 7.08 Appendix H.
 - 1. ~~Highest degree — WAC 392-121-250~~
 - 2. ~~Total eligible credits defined — WAC 392-121-261~~
 - 3. ~~Additional criteria for credits defined — WAC 392-121-262~~
 - 4. ~~Academic credits defined — WAC 392-121-255~~
 - 5. ~~Inservice credits defined — WAC 392-121-257~~
 - 6. ~~Continuing education credits — WAC 181-85-030~~
 - 7. ~~Continuing education credits ESA — WAC 181-85-077~~
 - 8. ~~Non-Degree eligible credits defined — WAC 392-121-259~~
 - 9. ~~Certificated years of experience — WAC 392-121-264~~
 - 10. ~~Documentation of above WAC 392-121-280~~

B. Due to the complex nature of recognition of experience and education credit the parties believe there may be times when a situation we have not contemplated will arise. When faced with these situations, the parties agree to bring the issue to Labor Management and use the 2017-2018 S-275 Personnel Reporting Handbook for guidance as it relates to the recognition of employment and education experience for salary placement.

~~D. Official transcripts must be on file in the Superintendent's office (Human Resources) before the first working day in October to have the training increments counted and a salary change effected that school year. In extenuating circumstances, the District will accept grade reports by October 1 pending the receipt of an official transcript no later than October 15.~~

~~E. NOTE: Half-time individuals will receive half-time credit on the salary schedule.~~

~~F. Educational Support Associates (ESA) Salary Placement—Employees with ESA certification with prior related non-school experience which qualified for salary schedule placement under Chapter 392-121 WAC, shall be credited for four (4) years of all such experience. Existing employees as of September 1, 2020 shall have until September 30, 2020 to provide documentation to Human Resources for purposes of this section. New hires shall provide documentation to their certificated specialist upon hire.~~

~~G. Placement of Non-Degreed Vocational Instructors: For Career and Technical Education (CTE) teachers moving from industry through the Plan II alternative route to certification, placement and movement on the salary schedule shall be as follows:~~

~~1. For initial lane placement, credits beyond a BA shall be determined by calculating the number of years of industry experience multiplied by 2000 hours per year, divided by 100.~~

~~2. For initial lane placement, should industry experience result in calculation of credits beyond BA+135, the teacher shall be placed in the MA+0 lane, even if they do not hold a MA degree.~~

~~3. For every 2000 hours of management experience in the field, initial step placement shall advance one experience step on the salary schedule, up to a maximum of six steps.~~

~~4. Following initial placement, a teacher placed in BA lanes shall have the ability to move horizontally on the schedule as additional clock hours and credit hours are earned. Once a teacher has earned the equivalent of BA+135, they shall be placed at MA+0 even if they do not hold an MA. Subsequent clock hours and credit hours earned shall continue to be calculated for horizontal (lane) movement.~~

~~5. Non-Degreed Plan II teachers from industry cannot use clock hours toward salary~~

advancement until completion of a Plan II program.

Section 2.04 Substitute Compensation

- A. The substitute rate will be ~~\$155~~ for a full day substitute, and ~~\$85~~ for a half day substitute.

<u>2023-2024</u>	<u>\$175.00/ full day</u>	<u>\$100.00/ half day</u>
<u>2024-2025</u>	<u>\$180.00/ full day</u>	<u>\$100.00/ half day</u>

- B. Long-term substitute teachers working more than twenty (20) consecutive days in the same assignment will be placed on the salary schedule and paid according to the placement on the salary schedule, with their per diem pay beginning the first day of the assignment. Within the first 20 days of assignment, a long-term substitute shall be allowed a one-day emergency "break in service" without negative impact to their individual salary schedule placement.

- C. Substitute teachers who have worked thirty (30) days within the preceding school year and who continue to be available for employment as substitute teachers will be paid ~~\$170~~ as stated below per day. Retired Camas teachers, who have retired within the last two years, shall automatically start at the higher rate of pay when they substitute within the District.

<u>2023/2024</u>	<u>\$185/ full day</u>	<u>\$100/ half day</u>
<u>2024/2025</u>	<u>\$195/ full day</u>	<u>\$100/ half day</u>

NOTE: Half-time individuals will receive half-time credit on the salary schedule.

Section 2.05 Dues Deductions

~~Section 2.04~~ Dues Deductions

- A. The Association and its affiliates (WEA and NEA) shall have exclusive right of automatic payroll deduction of membership dues, assessments and representation fees for employees in the bargaining unit. WEA and NEA are mentioned here only for the purpose of determining dues amounts.
- B. On or before August 25 of each year, the Association shall give written notice to the District of:
- (a) the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deductions, (b) a prorated hourly dues schedule to be used for dues deductions for less than full time employees and (c) the name of the designated charitable organization. The total of these deductions shall not be subject to change during the school year.

- C. The deductions authorized above shall be made in twelve (12) payments, one from each paycheck beginning with the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before August shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is employed. Less than full time employees shall have deducted each month that amount based upon the number of hours worked and shown on the prorated hourly schedule. The Board agrees promptly to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made.
- D. In the event that an incorrect amount of funds is withheld by payroll deduction, the Association treasurer will work in concert with the District payroll department to correct any errors.
- E. 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. Neither party shall exert any pressure on, or discriminate against any employee as regards such matters.
 - 1. Membership Deductions: Within ten (10) days of their commencement of employment, employees may sign and deliver to Human Resources a Washington Education Association membership enrollment form which shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Washington Education Association, signed by the employee. Each month during the school year, the Association agrees to provide the Board with the names of those teachers who have joined the Association and paid its dues and assessments by cash.

Section 2.06 Association Rights

Section 2.05 Association Rights

- A. The Association may use District buildings for meetings and to transact Association business. The Association will have the right to utilize District facilities and equipment at reasonable times after receiving prior approval from the principal. The Association shall continue to have the right to post notices on bulletin boards in each staff room **as long as the notices do not promote candidates or ballot measures.** Material presenting a different point of view from that of the Administration or Board may be posted provided such material is not libelous or does not promote an illegal activity. The Association may utilize the services of the District mail and E-mail service and may distribute Association material in the teachers' mail boxes in each building **as long as material does not promote candidates or ballot measures.**

- B. The District shall furnish to the Association upon request one (1) copy of the Preliminary and Final Budgets at the same time the Board receives them, annual and monthly financial reports, annual audits, the annual Directory of Certificated Personnel, agendas and minutes of all Board meetings, monthly student enrollment data reports. Also, any public documents covered by the Public Disclosure Rules and Regulations will be furnished upon request, **in accordance with state and federal law.** All material that is necessary to the processing of any grievance and is covered by the Public Disclosure Rules and Regulations will be furnished upon request, **in accordance with state and federal law.**
- C. The Association, its officers and members of the representative council have the right to go to other buildings at appropriate times for Association business. In no way should this interfere with the teaching assignment.
- D. Representatives authorized by the Association during working hours in negotiations, grievance proceedings, conferences or meetings with representatives of the District shall suffer no loss in pay.
- E. Upon request, the Association will be provided with a list of certificated employees. This list shall be provided electronically and shall include directory information including name, assignment, building/location, and employee home phone and address contact information, for the purposes of internal Association communication.
- F. The District shall annually provide **all bargaining unit members with** an electronic seniority list by ~~April 15~~ **March 1.** Staff members shall notify the District of any errors **by April 1 of the respective year.**

Section 2.07 Extended Work

~~Section 2.06~~ — ~~Extended Work~~

- A. In situations where teachers agree to serve as instructors for District-sponsored in-service and/or workshop presentations, the following guidelines will be used for compensation purposes:
 - 1. Certificated Employees teaching workshops outside of the school day will receive the hourly curriculum rate for each hour of face to face instruction and pre-arranged planning. In addition, they will receive one hour planning time compensation paid for each hour of face to face instruction.
 - 2. To accomplish intake of new primary students and related WA-KIDS assessment, the District will calendar three (3) student non-attendance days in September, during which primary teachers conduct parent conferences and/or compile WA-KIDS assessment data. In addition, for each mandated assessment window (including the

September intake assessment window), each teacher required to administer the WA-KIDS assessment shall be entitled to one release day for the purpose of compiling and submitting assessment data. In lieu of a release day, the employee may submit a certificated time card for extra duty pay not to exceed the cost of a full-day substitute. Should a teacher be required to administer part of the WA-KIDS assessment after the intake assessment, the Association and District shall meet to determine appropriate supports such as release time or additional extra duty pay.

Section 2.08 Personal Work, Voluntary Workshop Days, and TRI

Section 2.07 — ~~Personal Work, Voluntary Workshop Days, and TRI~~

- A. The District shall offer three voluntary in-service days, paid at per diem, each school year. Attendance shall be voluntary.
- B. The District shall offer two mandatory in-service days, paid at per diem, each year, as funded by the State. One date shall be scheduled in August and one date shall be scheduled in October on the state in-service day. The District shall allow employees to attend specialized offerings with approval from their Administrator.
- C. The primary concept of TRI (Time, Responsibility and Incentive) 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.
- D. The payment is not for responsibilities included in the mandatory daily average hours of instruction offered students within the 180 day school year as is required and funded by basic education dollars, or within any state funded in-service or learning improvement days.
- E. Compensation: Each full-time employee will be compensated at ~~3.30%~~ **4.0% in 2023-24 and 6% in 2024-25**, of the individual's base salary for TRI responsibilities. An employee working less than full time or less than a full school year will be provided prorated compensation based on the percentage of FTE and/or percentage of the school year worked.
- F. Location: TRI responsibilities may be carried out onsite or offsite as reasonably appropriate.
- G. Responsibilities at the discretion of the teacher can include:
 - 1. Parent conferencing and communicating with parents
 - 2. Collaborative planning meetings/activities
 - 3. Curriculum development and classroom design

4. Preparation prior to the opening of the school year
 5. Closeout at the end of the school year
 6. End of term assessment/grading and preparation for the new term
 7. Assisting/tutoring students
 8. Work associated with year-end evaluations
- H. Payment: Compensation will be paid in 11 equal monthly installments beginning with October payroll. If the employee fails to perform the responsibilities required, any over payment of additional compensation may be withheld.
- I. Additional supplemental days shall be a subject of negotiations as part of the annual economic re-openers.

Section 2.09 Classroom Closeout Procedures

~~Section 2.08 Classroom Closeout Procedures~~

By the end of each school year, each building principal will establish a schedule with operations for any maintenance and repair activities that are to occur during the summer. The building principal will notify staff if the scheduled work limits access to the building during the summer months. During these times, staff may have limited access to the building. If unforeseen work is scheduled after school is out, access may be limited without prior notice.

Section 2.10 Calendar

~~Section 2.09 Calendar~~

- A. The District shall present a preliminary calendar to the Association no later than March 1st of each year.
- B. Elementary Early Release Wednesdays: The District shall schedule every Wednesday in the academic year as an Elementary Early Release Wednesday, excluding the 1st Wednesday of the year, if it happens to be the 1st day of school.
- C. **Secondary Early Release Wednesdays: The District shall schedule two (2) Early Release Wednesdays per month. In the event the school calendar makes the scheduling of an early release day problematic, the District and CEA will meet and agree upon a mutually acceptable resolution.**

Each Wednesday shall consist of 140 total minutes of which 75 minutes will be District/Principal Directed and 65 minutes will be Teacher/Specialist/ESA-Directed Collaboration Time.

- D. Teacher/Specialist/ESA-Directed Collaboration Time shall be used at the employee's discretion for:
1. Grade-level teams, PLC's, cross-curricular work groups, departments, content area work groups, and job embedded staff development initiated and planned by employees.
 2. Collaboration related to support services provided by specialists and special education teachers to address student needs. IEP/Evaluation/504 meetings may occur within this time.
 3. Collaborating with other staff members in the areas of curriculum and instruction, evaluation of student work, and the preparation of student assessments.
 4. Meetings of job alike groups (e.g., teachers of Multilingual Learners, music teachers, physical education teachers, etc.) who have requested opportunities for specialized professional development, program development, vertical alignment, curriculum adoption and implementation, and planning for professional development to be delivered to others.
 5. Administrators may expect employees to share how collaboration time will be/ was used but will not request reports or notes from such collaboration. Collaboration time is intended to be uninterrupted, contiguous and utilized for the purposes set forth above. Administrators shall not initiate tasks and/or meetings during this time.
- E. ESA/Specialist Professional Development: Specialist and itinerant staff (nurses, OTs, PTs, school psychologists, and SLPs) may use early release time set aside for District/Principal Directed professional development to support discipline-specific professional development and/or collaboration activities. Administrators may expect ESA/Specialist staff to share how this time will be used but will not request reports or notes from such collaboration. Building based activities that require the participation of ESA/Specialist staff will be attended by these staff members when determined necessary by the principal.
- F. Professional Development Efficacy: Early release professional development shall be planned and determined at the District, program, or building level to support teaching efficacy. The goal is to provide meaningful, relevant, and aligned professional development at the individual, cohort, school and system level.

1. It is the intent of the parties that collaboration will be a component of professional development.
2. The District and Association will work together continuously to promote meaningful professional development, review the efficacy of professional development, consider how teacher directed time aligns with district initiatives, and make recommendations regarding the professional development program.

G. K-5 Conferences: Because the District and Association agree that dedicated time for communication with parents and families is an important function for supporting student success, the District shall schedule a continuous week of five (5) days of student early release for K-5 conferences. The conference week will be the same for all elementary schools.

1. On Monday, Tuesday, Wednesday and Thursday of conference week, the contracted work day of elementary certificated staff shall remain the same as a typical contracted day; student early-releases shall provide time for teachers to conference with parents within the contract parameters.
2. Additionally, on Thursday of the conference week, certificated staff shall be present to conference with parents two and one-half hours (2 ½) in the evening in order to accommodate families who are unable to attend conferences during student early-release times. This extended time is offset by a decreased workday on Friday of conference week (Item 3 below).

The evening times will be mutually agreed upon between the Association and the District, based on conference feedback, by Back to School events for each year's conference schedule.

3. Early Release Wednesday is not a scheduled Wednesday during conference week in the Early Release Calendar. This Wednesday shall be employee-directed for conference purposes.
4. On Friday of the conference week, certificated staff shall begin their workday at the regular time and complete their workday at the end of the student day or upon completion of their last conference Friday afternoon, whichever is sooner.
5. PE teachers, Music teachers, Teacher-Librarians and Counselors shall be available for conferences. ~~These should be scheduled at the building level through communication with the principal and/or classroom teacher.~~

6. After conference week and prior to the adoption of the following year's District calendar, the District shall engage certificated staff and Association leadership to solicit guidance and feedback about the timing and structure of elementary conference week.
- H. Secondary Grading: At the end of the first semester A student non-attendance day shall be inserted into the calendar for the purpose of preparing grades.

ARTICLE III. PERSONNEL

Section 3.01 Individual Employee's Contract

The District shall provide each employee a contract with tentative assignment as a teacher indicated therein and in conformity with State Law, State Board of Education Regulations and this Agreement.

Section 3.02 Copies of Contract

Two (2) copies of a contract shall be given to the employee each year for signature. One (1) is retained by the employee at the time it is signed and the second copy is retained by the District.

Section 3.03 Length of Contract

The length of the regular employee contract shall be one-hundred-eighty-two (182) days. In the event that the Washington State Legislature provides additional funding attached to student attendance days and/or teacher professional learning days, the length of the regular employee contract shall be adjusted to reflect this. Any extension in contracted days by the District shall be computed on 1/182 full per diem at the appropriate fractional full per diem rate of the employee's contracted rate of pay.

Section 3.04 Workday

- A. Certificated employees of the Camas School District shall be present in each of the buildings for seven and one-half (7 ½) hours each day, within which each employee shall have at least thirty (30) continuous minutes for a duty-free lunch period each day. Arrival and departure times will be responsive to the beginning and ending times of the student days. **Building Principals will schedule teachers for sixty (60) minutes outside the student school day. The Building Principal will split those sixty (60) minutes between before and after school time. However, the Building Principal will not allocate more than fifty (50) minutes or less than ten (10) minutes to any given time slot.** A building principal can modify arrival and departure times to a slight degree in response to a specific building situation, **as a short term solution.** For employees who are less than full time, the building administrator will make every attempt to create a contiguous and/or acceptable schedule for the employee.

- B. Employees assigned to Camas Connect Academy (CCA) will work seven (7) hours between 7:00 a.m. and 7:00 p.m. remotely and/or on-site with night hours approved by the principal. All CCA employees will remain available for in-person meetings and activities with students or staff regularly. For hard-to-fill positions, the principal may authorize remote work as appropriate. Kindergarten through fifth grade teachers will provide whole group instruction generally from 8:00 a.m. to 11:30 a.m. Monday through Friday. Split classes may extend whole-group, live instruction into afternoon hours as appropriate. Office hours and instructional times will be agreed upon in collaboration with the teachers and the principal by September 15 of each school year. All CCA employees will share their calendar with appointments listed with the principal prior to the second week of instruction.
- C. Certificated staff members' primary responsibility is to help children learn, which involves planning, preparation, and working directly with children. The District and the certificated employee recognize the workday is intended for activity related to the instructional program. Non-instructional duties during the workday shall be performed primarily by aides, but certificated staff members may be required to perform non-instructional duties. The Building Principal shall create a schedule rotating staff supervision in one (1) week increments. Staff members may be asked to supervise once every 3 weeks. The District will provide aides to assume such duties when it's within the budgetary limitations of the District.
- D. All full-time certificated employees in the high school and middle school shall be entitled to at least one (1) employee directed planning period per day equivalent in time to one (1) teaching period (minimally 50 minutes or 250 minutes per week). This planning period shall be included within the student day. Planning shall not be scheduled before student arrival or after student dismissal. ~~within the framework of the seven and one-half (7 1/2) hour workday.~~ Part-time employees shall be compensated at no less than one-half (1/2) hour of continuous planning time for every three (3) hours of instruction.
- E. All certificated employees in elementary schools shall be entitled to a weekly minimum of one hundred fifty (150) minutes of employee directed planning time, occurring during the student day, to be conducted on campus, and pro-rated by FTE. With exception to Wednesday early release, each planning block shall minimally consist of a continuous 30 minute block of time. ~~Calculation of these minutes shall not include Wednesday early releases, and shall be provided to classroom teachers through the scheduling of PE/Health, Music, and Library.~~ Teachers shall also be provided 80 minutes of planning time on twenty-four Wednesdays per year, providing 230 minutes of planning during those 24 weeks. Recess shall not be considered planning time, and shall be considered duty-free. Elementary buildings shall have flexibility to require classroom teacher support during library check-out or supervision in library sessions longer than ~~30~~ fifteen (15) minutes. If the classroom teacher is expected to support library check-out or supervision, this time is not considered teacher planning time. If unique and otherwise unresolvable conditions result in

lack of facilities or lack of adequate staffing, ~~150 minutes of weekly planning time cannot be accomplished through scheduling Music, PE, and Library~~, the building principal shall collaborate with the District and Association to decide among the following potential solutions to **ensure adequate planning time:**

1. Planning time may be calculated as an average of 300 minutes over two weeks, rather than 150 minutes in one week, **during the student day.**
 2. Additional Music, PE, Library or other specialist FTE shall be hired.
 3. ~~The building shall designate a "no-meeting day" (morning) to function as employee-directed planning time.~~ General Education teachers who have their regularly scheduled planning time interrupted by assemblies/holidays/school activities will work with their building administrator to coordinate equitable planning time.
 4. **Submit a timecard for missed planning time, paid at per diem.**
- F. Planning time ~~for unique Special Services instructional staff is described in Section 3.06 of this agreement~~ **shall be granted to all certificated staff, including special education teachers.**
- G. By the end of the second week of school, and as needed during the year, administration will review the student contact time of elementary specialists. Inequities and possible resolutions will be discussed with CEA leadership.
- H. All staff meetings shall occur within the regularly scheduled workday.
- I. Regular education employees who attend BIT meetings that go beyond the regular work day and/or which supplants the employee's regularly scheduled planning time will receive .5 hours per diem pay. Regular education teachers will need to document and submit the additional time as time worked beyond the contract day or in place of their regularly scheduled planning time.
- J. "Normal circumstances" are deemed to be days when the regular daily schedule is not affected. The District may deviate from the planning time schedules for such activities that are scheduled within the normal work day (i.e. including, but not limited to, assemblies, field trips, inclement weather, early release, etc.).
- K. The District shall coordinate with the employee to provide a planned schedule and private work station/location to fulfill lactation needs.

Section 3.05 Provisions for Job Sharing, Part Time Employees

A. Provisions for job sharing and other part-time situations that fractionalize certificated instructional personnel FTE positions

B. Position Determination:

1. The District will arrange the sharing of one FTE position by two individuals or some other fractionalization of a limited number of teacher FTE positions when:
 - The District can identify some clear advantages to the District for utilizing such an arrangement, and/or
 - The District does not identify any clear disadvantages from a proposed fractionalization of an FTE unit.
2. Definitions:
 - "Job Share" is the situation where two employees share a position that is otherwise a full 1.0 FTE.
 - "Job Fractionalization" is the situation where an employee works a contract less than 1.0 FTE.
 - "Part-time" shall refer to both Job Share and Job Fractionalization.
3. 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. 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.
4. The District will review job shares annually and may terminate the arrangements at any time. It may be abolished without prior notice:
 - At the end of each school year;
 - When a fraction of an FTE employee must be increased during a school year because a change in circumstances occurs. (Example: There is an increase in student enrollment and the District cannot find another adequately qualified employee willing to work part-time to handle the increased load, or space is not available);

- If one-half of a job-sharing pair departs the scene and another suitable replacement cannot be immediately located;
- If the job-sharing partners find they are incompatible and/or one leaves the District or takes unpaid leave and it is not convenient for the District to make other suitable arrangements;
- If 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, including but not limited to: attendance at staff meetings, equitable share of student control duties during the school day and evening, extra/curricular supervision of students, or to attend seminars or other special training as necessary at the established compensation rates.

C. Employee Procedure

1. The District will provide to the employee a check list of potential adverse effects from job sharing or otherwise accepting a part-time position, and the employee will indicate acceptance of those limitations by initialing each area.
2. The District will provide the employees *A Beginning the Year Checklist* requiring each job share employee to reach consensus on the procedures and responsibilities for each item on the checklist.
3. 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.²
4. Eligibility for retirement credit may be limited or nonexistent during those years pursuant to state teachers' retirement system provisions.
5. An individual's "continuing contract rights" for the following year are in direct proportion to the days actually worked during that 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.
6. An individual may be required to return to full-time employment at any time for "urgent needs" of the District, i.e., student enrollment change, space situations, etc.
7. 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. Each part-time employee will develop a schedule with their administrator each quarter/ trimester/ semester which delineates meetings and activities the employee is contracted to attend. Meetings and activity attendance shall correspond proportionally to an employee's FTE. After reviewing the proposed plan, the building administrator will sign and comment in writing their approval or disapproval. The plan will be presented to the superintendent for final approval/disapproval.

8. Part-time employees are valued and are encouraged to participate and attend all school related-activities otherwise required for all full-time employees. Part-time employees who are invited, approved to attend and attend activities outside of their pre-approved agreement (paragraph 7 above) shall be compensated at per diem. Part-time employees shall be expected to minimally participate in activities in pro-ration to their designated FTE. Every effort should be made to flex schedules to attend. In the event it is not possible for the part-time employee to be included in a scheduled meeting or school related activity outside of their contiguous schedule, they shall coordinate with their respective administrator or designee to receive the missed content.
9. Whenever possible, job sharing employees will be given the first opportunity to act as substitute teachers for one another at the regular substitute rate. Principals will attempt to make arrangements for this as soon as the absence of a job share teacher is known.
10. The District shall make every effort to minimize the number of buildings to which any part-time employee is assigned.

D. Compensation – Computations

1. A full time equivalent (FTE) CEA member works 7 hours per day, five days per week, 36 weeks per year. To calculate a part time employee's FTE, multiple the FTE by 35 for the average hours contracted per week:

.1 FTE = 3.5 hours per week
.2 FTE = 7 hours per week
.3 FTE = 10.5 hours per week
.4 FTE = 14 hours per week
.5 FTE = 17.5 hours per week
.6 FTE = 21 hours per week
.7 FTE = 24.5 hours per week

.8 FTE = 28 hours per week
.9 FTE = 31.5 hours per week
1.0 FTE = 35 hours per week

2. For employees who are less than full time, the building administrator will make every attempt to create a contiguous and/or mutually agreeable work schedule for the employee. No assignment shall include an unpaid gap of more than two periods. Part-time employees shall receive planning time in pro-ratio to their FTE. Any part-time employee with .5 FTE or more shall receive a 30-minute, duty-free lunch.
3. Each individual on a part-time assignment, i.e., teaching less or more than the normal average FTE daily teacher assignment, will be compensated proportionately to their FTE. A teacher is paid an amount proportionate based on their placement on the basic salary schedule.
4. Advancement of one step on the salary schedule will require a minimum of 80% an FTE year of service. Not more than one (1) year of service can be earned in one 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.
5. Group insurance benefits will be offered in direct proportion to the time spent teaching, with a minimum 50 % FTE to participate in the program.
6. Emergency/sick leave, staff development funds, personal business leave and similar other economic benefits will be computed in proportion to an employee's.

Section 3.06 Special Education

- A. The District shall provide a special education handbook to employees for review annually at the fall inservice and no later than October 15th. The Association and the District shall meet annually to review the handbook. The handbook shall be available both electronically (District website) and as a hard copy. The handbook shall serve as a resource but shall not supplant necessary training. The handbook shall minimally contain:
 1. District procedures and guidelines for referring students for special education.
 2. District procedures and guidelines for preparation, formation, and implementation of Individualized Education Programs.

3. District guidelines regarding the establishment, composition, and responsibilities of special education teams.
4. Clear definitions of programs and teacher responsibilities.
5. Eligibility areas.
6. Educational Support Associate Evaluations forms

B. Acronyms:

SLP = Speech Language Pathologist

OT = Occupational Therapist

PT = Physical Therapist

ISEL= Integrated Social Emotional Learning

ICP= Integrated Communications Program

IAP= Integrated Academic Program

- C. Special education teachers and services staff (SLP's, OT's, PT's, PSYCHS) will receive an additional annual contract equal to ~~3%~~ **3.5% (2023-2024) and 4.0% (2024-2025)** of their annual base salary for IEP related activities (pro-rated for PT staff). Activities could include writing IEP's, conducting IEP meetings, consulting with staff, and consulting with families. In order to qualify for the additional contract, the IEP process must be completed on time and be based upon state and federal guidelines.
- D. Compensation will be paid in 11 equal monthly installments beginning with October payroll. If the employee fails to perform the responsibilities required, any over payment of additional compensation may be withheld.
- E. **WA-AIM Stipend: Special Education teachers responsible for writing WA-AIM assessments for students shall receive a \$300 stipend if they are responsible for one to five (1-5) WA-AIMs and \$600 if they are responsible for six (6) or more WA-AIMs. The WA-AIM stipend shall be paid out in June, upon email verification of submission by state deadline to the District Human Resource department.**
- F. General education teachers who are required to attend IEP meetings **and Evaluation meetings** will receive .5 per diem hours for meetings that go beyond the regular work day and/or which supplants the employee's regularly scheduled planning time. General education teachers will need to document the additional time as time worked beyond the contract day or in place of their regularly scheduled planning time on a certificated time sheet, including student initials, the time in attendance, and submitted to the building secretary for approval of principal and Special Services Director. By law, the general education teacher must attend the entire meeting.

- G. Exceptional circumstance IEP/ Professional Team preparation and meetings and/or service requirements for eligible special education students may result in additional per diem time as determined and authorized by the special education director.
- H. Facilities and Work Space: Special education staff and itinerant personnel shall be provided an appropriate working space to meet the needs of their assigned program.
1. The working space shall be reserved for such personnel during the time they are regularly scheduled into the building.
 2. The needs for privacy and/or the protection of materials shall be met.
 3. Such employees shall be provided access to a telephone where private conversations are possible.
 4. The specifics for making these arrangements shall be made by the building principal/program manager after discussion with the employee and/or the appropriate supervisor.
- I. Supplies, Materials and Equipment: Special Education Teachers will be provided access to the same instructional materials as general education staff. Each program, in each building, will receive a \$100 budget per year to purchase curriculum and/or program materials. Purchases must have prior approval from special services and be requested by April 30th.
- J. **Moving pay : SLPs shall receive one (1) paid day (7 hours) at curriculum pay for a District directed out of building move, voluntary or involuntary. OTs that are asked to move a motor room, shall receive up to seven (7) hours at the curriculum rate of pay. The actual time spent must be documented on a District time card.**
- K. **Scheduling/ Planning:** Specific special education staff (SLP, OT, PT or teachers in an IAP, ICP, SEL or Transition) shall attempt to create a schedule that includes contracted planning time. When planning time cannot be scheduled, staff shall meet with building administration to create a schedule that includes the contracted planning time. For intermittent planning time loss, staff may claim missed planning time on a certificated time sheet. If contracted planning time cannot be arranged on an ongoing basis through discussion with building administration, contact special services to discuss options and/or arrange a supplemental contract.
1. **All Special Education Teachers are entitled to the same planning minutes stated in section 3.04 and shall be scheduled, at minimum, in thirty (30) minute blocks within the student day. Planning shall not be scheduled before student arrival or after student dismissal.**

2. Special education staff, upon request, may receive prearranged release time or the equivalent per diem rate supplemental pay for the purpose of consultation and collaboration with the general education teachers to whom their students are assigned. Agreement for release time or supplemental pay may result after problem-solving with the building administrator and the inability to meet during pre-established preparation or PLC time has been established.

L. Staffing Class Size and paraprofessional support:

1. Staff allocation varies by program based upon student need (severity of disability), nature of program model, number of students in the program, other supports available in a given setting, task demands for a given job, available program revenue, and legal requirements.
2. The District will make every attempt to maintain reasonable caseloads for all special education employees. The District will staff to the following caseloads. If caseloads exceed the limit, staff members may complete the caseload relief form and review it with their principal and the Director of Special Services for a mutually agreed upon remedy to be initiated within five days of receipt of the caseload relief form. (Appendix H).
3. **Special Education teachers who miss planning time and/or lunches, due to a lack of program sub coverage and/or student support, shall be paid at the per diem rate for time. Time cards need to be signed by the School Administrator and sent to the Special Education Department.**
4. **Education Staff Associates:** SLP, OT/PT, Psychs will have input into assignment and distribution for the school year **of students through an annual meeting that occurs in June, preceding the upcoming school year.** Adjustments will be made throughout the year as needed **shall include collaboration with the impacted ESA group and the District.**

Table 3.06a

Position	Location	Students FTE or Case managed
Psychologist	ELEMENTARY, SECONDARY, AND PRESCHOOL	1:1000 <u>875 General Student Population</u>
SLP	ALL	1:50 <u>45*</u>
OT	ALL	1:2750 General <u>Student Population</u>
PT	ALL	1:4750 General <u>Student Population</u>

SLP, OT/PT, Psychs will have input into assignment and distribution for the school year. Adjustments will be made throughout the year as needed.

*If an SLP carries an individual load above ~~50~~ **45**, the District and SLPs shall meet to balance caseloads, and if this cannot be accomplished, the SLP shall receive overload payment of **\$80 per student per month over 47 students, and up to 50 students.** ~~\$300 per semester or \$200 per trimester.~~ **The District shall post additional Speech Language Therapist FTE when caseload numbers exceed an average of 50 students. Should caseloads not be rebalanced, SLP's carrying a caseload over 50, will receive a \$100 per student per month for each over 51.** In the event there is no SLP with fewer than 50 students on their caseload, the District shall hire additional FTE.

5. **Special Education Programs & Caseloads:** Staffing is based on program model, student need, task demands, available program revenue, and legal requirements. The District will make every attempt to maintain reasonable caseloads (See Table 3.06b) for all Special Education employees. The District will staff to the following caseloads, **minimally; other factors such as workload, program model and student need may affect staffing needs. Affected staff will confer with the Special Ed Director or designee.** If caseloads enter into relief level 1 or 2, an overload remedy shall be provided based on the overload level below (See Table 3.06c).
6. If a special education teacher is providing more than 50% of specially designed instructional minutes to a student not on their caseload, and that student is significantly increasing that Special Education teacher's workload the two teachers will meet with building and district special education administration to consider a change of caseload assignment.
7. Programs named below are defined in the Special Services Handbook and are included in Appendix J of this Agreement.
8. In the rare event that the District creates a blended classroom where students from varying developmental designations are assigned in the same classroom, the caseload maximum shall reflect the caseload number that is lower, reflective of the higher need student designation.

Table 3.06b

Program Name	Individual Caseload	Relief Level	
		1	2
Special Education Preschool (Students on IEP per session, based on teaching no more than nine (9) sessions per week or prorated by FTE.)			
**Early Childhood Education - (Students on IEP per session)	<u>10</u>	<u>11</u>	<u>12</u>
Elementary District Programs -			
Integrated Communication Program (<u>ICP</u>)	8	9	10
Integrated Academic Program (<u>IAP</u>)	12 <u>11</u>	13 <u>12</u>	14 <u>13</u>
Integrated Social Emotional Language Program (<u>ISEL</u>)	8	10	12
Middle School District Programs			
Integrated Communication Program (<u>ICP</u>)	10	11	12
Integrated Academic Program (<u>IAP</u>)	14 <u>13</u>	15 <u>14</u>	16 <u>15</u>
Integrated Social Emotional Language Program (<u>ISEL</u>)	12	13	14
High School District Programs			
Integrated Communication Program	10	11	12
Integrated Academic Program - Moderate	12	14	16
Integrated Academic Program - Mild	14	15	16
Integrated Social Emotional Program	14	16	18
Transition House <u>Adult Transition Resource Center</u>	14	16 <u>15</u>	18 <u>16</u>
Resource			
Resource Room <u>Elementary Resource</u> (Stair-step down on 24/25)	28 <u>26</u> 26 <u>25</u>	29 <u>28*</u> 28 <u>27*</u>	32 <u>30*</u> 30 <u>29*</u>
MS <u>Middle School</u> Resource	30 <u>28</u>	31* <u>30*</u>	33* <u>32*</u>
HS <u>High School</u> Resource	30 <u>28</u>	31* <u>30*</u>	33* <u>32*</u>

*For Resource Classrooms: If this caseload has been already staffed above initial allocated paraprofessional FTE, and this relief level is triggered, the parties shall meet to assess existing paraeducator staffing and determine best usage of current and/or possible additional paraprofessional FTE.

****Due to projected change in the current Preschool model for the 2023-24 school year, the District and the Association will reconvene by October 2023 to draft an Memorandum of Understanding.**

9. The official caseload count day shall occur on the 1st of each month. When the monthly assigned caseload is reviewed by the staff member and submitted to special services, if the employee is in overload they shall designate an overload remedy preference using the overload relief form. If no preference is indicated, the remedy shall default to release time. The release time must be used by the end of the month following the caseload report. If paraprofessional support is selected, this relief shall be provided within five working days of the received request. When caseload numbers fall in Relief area 1 or 2, as stated above, ~~one of the following~~ overload relief options shall be provided **and the employee shall select one form of relief:**

Table 3.06c

	Release Time	<u>Stipend</u>	Paraprofessional Support
Relief Level 1	1 Day/Month	<u>\$250 per month</u>	3.0 Hours/Day*
Relief Level 2	2 Days/Month	<u>\$500 per month</u>	6.0 Hours/Day

10. The District shall post additional Special Education Certificated FTE when a caseload number exceeds the number stipulated in the respective Relief Level 2. Upon hire of additional FTE individual caseload counts shall be balanced between the respective impacted special education certificated staff.
11. When any special education certificated employee is over the number stipulated in Relief Level 2 and the District is unable to hire additional FTE after twenty (20) school days of an unfilled open posted position, additional compensation will be offered to the employee at a % ratio of the workload multiplied by their per diem, up to .2 FTE additional caseload per person. No staff will be asked to work more than an additional .2 FTE contract. This additional FTE does not result in additional benefit allocation.
- EXAMPLE: Middle School Integrated Communication Program (ICP)
Target Caseload: 10
If assigned 13 students, exceeds Relief Level 2 (Table 3.06b) by one student.

One student = 10% of Target Caseload.
Teacher is offered .1 FTE contract for the remaining time in overload.
 - EXAMPLE: Elementary School Integrated Academic Program (IAP)
Target Caseload: 12
If assigned 16 students, exceeds Relief Level 2 (Table 3.06b) by two students.

Two students = 16.7% of Target Caseload

Teacher is offered .167 FTE contract for remaining time in overload.

12. The District shall provide instructional paraprofessional time to assist each special education teacher during instructional time for which the teacher is responsible consistent with the student's academic needs as defined by the IEP.
 13. Special education teachers will conference with the Special Services Director, Psychologist, Principal, and if requested, CEA representative, to determine if additional instructional paraprofessional time is needed in each classroom or program. Determining factors can include: age and number of students in the classroom, specific special education needs of students, student health concerns, and other items as identified.
- M. ~~Assignment and Transfer~~ **Special Education to General Education:** After two (2) years as a special education employee in the District, properly credentialed special education employees may choose to apply for regular education classroom positions through the process set forth in Section 3.18.
- N. **Special Education Transfers and Reassignments (excluding OT's, PT's, SLP's, PSYCHs and BCBAs):**
1. **By May 25th, the District shall determine forecasting for the fall, based on projected students for each program. During this process, the Special Education Director will seek input from staff interested in moving to a new assignment. Staff will need to respond via email within five (5) school days.**
 2. **The District shall complete all reassignments (in building) and involuntary transfers (out of building), based on forecasting for the ensuing school year, by June 15th.**
 3. **Should a reassignment or involuntary transfer need to be made after June 15th or within the school year, the affected Special Education teacher will be given one (1) release day or 7 hours pay out at the curriculum rate, to help with their transition, in addition to moving pay.**
 4. **Employees involuntarily transferred may not be involuntarily transferred again for three (3) years except by mutual agreement between the District and affected employee (s).**

r.—Acronyms:

SLP = Speech Language Pathologist

OT= Occupational Therapist
PT= Physical Therapist
ISEL= Integrated Social Emotional Learning
ICP= Integrated Communications Program
IAP= Integrated Academic Program

- ~~p. Special education teachers shall be informed of their tentative program assignment no later than June 15th, based on spring forecasting, for the ensuing year.~~
- ~~q. The District shall schedule one half day, scheduled for the purpose of ongoing training of special education staff. Additional training may be requested through Special Services administration~~

O. SPED Training and Supplemental Days:

1. The District shall schedule one (1) District Early Release Wednesday and one (1) Building Early Release Wednesday a year, for the purpose of ongoing training and/or opportunities to cross plan and collaborate with like Special Education Programs. Such dates shall be scheduled and announced by August 31st.
 2. District Programs (IAP, ICP, ISEL, Preschool & Transition House): The District will budget a minimum of six (6) hours for paraprofessionals to collaborate with special education teacher(s) or teams, to be used in August or within the first week of school.
- P. Special Education staff, new to the District or when ~~moving~~ **transferred or reassigned** between programs, shall be assigned a mentor according to the criteria set forth in Section 4.19. If additional training needs are required, requests may be made to the District Special Education Administration.

Section 3.07 Inclusion and Co-Teaching

A. Balance / Support in Classrooms

1. The District and Association agree that teaching students with diverse educational needs is the responsibility of every educational professional. Principals, counselors, and other staff members involved in student assignment will attempt to assign students in a balanced and equitable manner, considering class composition, and understanding that student assignment decisions are also subject to scheduling, class size, and student educational needs. Responsibility for the final student placement decision rests with the administrator (s). Upon

placement of a student in a classroom, the teacher shall receive a copy of any IEP, 504, behavior plan, and/or Washington English Language Proficiency Assessment for the respective student as permitted by law.

2. Special education students shall be counted in the class load of the general education teacher, assuming any inclusion in the general education classroom.
3. The District shall make every effort to evenly distribute students with special needs equitably across grade level and class sections. When it best meets the needs of students in Special Education district programs and clustering occurs, building administrators will work with Special Services and impacted classroom teachers to review appropriate supports for the impacted classrooms.
4. The District will consider the following factors when equitably scheduling students:
 - IEP goals
 - 504 plans
 - ELL needs
 - Behavior needs
 - Social/emotional behaviors
5. When the teaching workload is significantly impacted due to the scheduling of inclusion classes, the District will work with significantly impacted teachers to provide necessary supports and assistance.
6. If a concern is identified in a specialist (elementary) or elective (secondary) section regarding safety and/or class composition, this concern shall be immediately communicated to the building administrator to determine a mutually agreed upon remedy.
7. The District shall not unduly, routinely schedule cluster based classroom sections with select certificated employees. Every effort shall be made to rotate scheduling of cluster based classrooms throughout grade level teams, content areas and departments.

B. Support for Students in General Education Classrooms

1. If at the completion of class scheduling, or thereafter, the number of students with IEPs assigned to a general education classroom is 1/5th or more of the "class size" column set forth in Section 4 of this Agreement, a review of the needs of the students in the classroom will be conducted, upon the impacted employee(s)' request. Within five (5) contract days of such request made to the building administrator, the impacted employee(s) shall meet with the building administrator and/or Special Services to remedy the load. Such review will be based on the

individual and classroom needs of students. Agreed upon additional support shall include timely implementation of one or more of the following remedies:

- ~~Identification of additional curricular resources and/or training to be provided to the employee~~
- ~~Differentiated materials and resources~~
- Allocation of additional staff assistant time to the classroom
- The establishment of a co-teaching arrangement with another certificated staff member.
- Adjustment of class lists and/or schedules
- Other remedies as may be mutually agreed between the employee and the building principal

2. In the event the impact to the classroom is not mutually remedied, the matter shall be promptly forwarded to the Special Services Director for a mutual Association and District remedy.

C. Co-teaching (Special Education/General Education)

1. Definition: Co-teaching is a practice in which two (2) teachers lead a classroom, creating an inclusive setting where expertise is shared for the benefit of a diverse group of students. The two (2) teachers include a general education teacher paired with a resource specialist.
2. Co-teachers shall not be assigned to more than two co-teaching partnership or content area(s), except by mutual agreement of the employee and school administrator. A written plan will be put in place for the school year/ term.
3. If co-teaching partners are unable to be scheduled to share collaboration (PLC) and/ or planning time during the student day, each employee may submit a time card for up to three (3) hours per month paid at the per diem rate.
4. The District shall make every reasonable effort to create co-taught classrooms with no more than 30% (rounded up to the nearest whole number) of the total class roster, served on an IEP. (6/20/2023 & 7/28/2023)
5. Co-teaching partners may be given the opportunity to remain together for up to three (3) years. This language does not supersede the assignment/ transfer language.

D. ~~Planning Time for Co-teaching~~

1. ~~One half day (1/2) of paid release time shall be provided to each certificated teacher per period of co-taught class to meet together to prepare for the~~

~~co-taught class(es) each year. A substitute shall be provided as one half day (1/2) increments scheduled at the discretion of the employees.~~

- ~~2. Employees may opt to meet outside of the regular workday, in lieu of a substitute, and submit a certificated time card for compensation for the requisite time. This time may be reported in one hour increments, up to a maximum of four hours for each co-taught class. Every effort shall be made to provide common planning periods to allow for collaboration between the general education and special education teachers who co-teach.~~
- D. Training on how to teach students with learning differences by differentiating teacher representation of content and student expression of knowledge in order to facilitate student engagement and learning shall be made available to all general education teachers. Such training shall be offered during professional development days or at other mutually agreed.

Section 3.08 Early Release for Elementary Students

- A. The District will schedule an early release cycle for elementary teachers' grades K-5 provided that the following criteria are met:
1. ~~Up to Three (3)~~ District-coordinated early release days will be scheduled and training/planning topics identified by a joint committee of teachers and administrators in September of each year.
 2. ~~Three (3) additional~~ **Nine (9) Principal-Directed wide early release Wednesdays** may be scheduled at a building site on an "as needed" basis to be determined by the majority of the building staff.
 3. **Professional Learning Communities shall be scheduled on all Early Release Wednesdays, from 12:30 pm- 1:20 pm for a total of 50 minutes.**
 4. **Twenty-four (24) Early Release Wednesdays shall be scheduled at the building sites specifically designated as individual employee directed planning time. This planning time shall occur between 1:20 pm- 2:40 pm (80 minutes).**
 - **There shall be a mutually agreed upon calendar created annually by August 15, by the Association and the District, outlining Early Release Wednesdays.**

- No committees or Administratively-Directed meetings shall be scheduled during this employee-directed planning time.
5. There must be a minimum of two (2) ~~three (3)~~ straight weeks of uninterrupted Wednesday ~~preparation~~ planning periods between District and/or ~~building~~ Principal-Directed days.
 6. In the event any Early Release Wednesdays are canceled due to inclement weather, then in a subsequent year when there is an extra Wednesday, that group who lost the Wednesday to inclement weather, will be assigned that day. If the extra Wednesday is not assigned due to inclement weather, then it shall be an employee-directed day.
 - ~~7. All remaining undesignated early release Wednesdays shall be employee directed preparation time.~~
- G. During each year of this agreement, each Wednesday will be an early release day. The exception would be the first Wednesday of the school year if the first day of school falls on a Wednesday.

Section 3.09 Evening Community/Parent Events

- A. During the course of a school year, there will be no more than three (3) evening community/ parent activities scheduled that require staff attendance to not exceed six (6) hours total. A staff member who has a scheduled conflict with one of these evening activities will notify the principal. In the event an individual is not able to participate in the scheduled event(s) the administrator will coordinate with the individual to schedule a replacement event(s) that year or the following year.
- B. Additional community/parent evening activities where attendance is requested will be voluntary and will be compensated at the per diem rate of pay.
- C. The annual building schedule of all evening activities requiring staff attendance shall be developed and distributed by September 30 each year. The schedule will only be altered with the agreement of the majority of the teaching staff.
- D. Participation or non-participation in these activities shall not be a subject for evaluation. This clause will only apply to school-wide activities.

Section 3.10 SEBB and Fringe Benefits

- A. The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below.
- B. For purposes of benefits provided under the SEBB, school year shall mean September 1 through August 31, and shall also be referred to as the eligibility year.
- C. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. The District will provide benefits to employees through SEBB, to include but not be limited to:
 - 1. Basic Life and accidental death and dismemberment insurance (AD&D)
 - 2. Basic Long-term Disability
 - 3. Vision
 - 4. Dental including orthodontia
 - 5. Medical Plan
 - 6. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).
- D. ~~Eligibility: Beginning January 1, 2020~~ **Eligible** employees shall select from the approved SEBB identified carriers and plans for themselves, their dependents, and/or domestic partner, consistent with SEBB rules.
- E. All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program once they work 630 hours, or the District anticipates they work 630 hours or more in an eligibility year.
- F. Once eligibility is established, it shall be maintained for the remainder of the eligibility school year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours or separate from employment. In this case, eligibility for benefits and eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

- G. All compensated hours in any position within the District shall count for purposes of establishing eligibility. A school employee who is not anticipated to work 630 hours within the school year because they are hired after the school year begins but they are anticipated to work at least 630 hours the next school year, establishes benefits eligibility for the employer contribution toward SEBB benefits as of their first working day if they are:
1. A 9-10 month employee anticipated to be compensated for at least 17.5 hours a week in the last eight weeks counting backwards from the week that contains the last days of school; or
 2. A 12 month employee anticipated to be compensated for at least 17.5 hours a week in 6 of the last 8 weeks counting backwards from the week that contains August 31, the last days of the school year.
- H. Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) with anticipated work hours of 630 or more determined by the District, will be eligible for benefits.
- I. If two individuals are job sharing one position and they are both anticipated to work more than 630 hours, they will both be eligible for SEBB benefits. The district will be required to pay the employer's share of the benefit costs for each eligible employee. The District may terminate job sharing arrangements, which may result in a loss of benefits, at any time after completion of each year.
- J. Benefit Enrollment and Continuity of Coverage: Employees shall select a carrier and plan(s) provided in the county in which they live or as per SEBB rules. Electronic enrollment processes shall be established consistent with SEBB rules.
- K. In the month of September (~~beginning 2020~~), benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first of the month following the employee's first day of work.
- L. Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.
- M. Should an employee who previously was not anticipated to work 630 hours during the school year, and is subsequently employed in a position in which the District anticipates they will work 630 hours shall become eligible for benefits the first day of the month following the known date of eligibility.

- N. Premiums: The District shall pay the full portion of the employer premium as established by SEBB. Employees shall be responsible for their portion of the premium as established by SEBB.
- O. Leaves: Paid leave hours shall count towards benefits eligibility under this section excluding any holiday hours from eligibility determinations. Employees on an approved unpaid leave will retain their employee/employer relationship.
- P. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
- Q. For an employee on leave without pay and who is no longer anticipated to meet the eligibility requirements for employer paid insurance, the employee will have the option of self-paying the (COBRA) premium to HCA.
- R. Benefit Termination: Any employee receiving benefits who chooses to terminate the employee/employer relationship shall continue to receive benefits through the end of their final working month of employment.
- S. When employees are receiving benefits and separate from employment after completion of the employee's full contract obligation, the separation will need to be submitted with an effective date of August 31. The employer contribution toward SEBB benefits ends the last day of the month in which the school year ends (August 31).
- T. Substitutes:
1. The District and the Association agree that substitute employees who have worked the previous two school years of 630 or more hours, and are anticipated to work 630 hours during the current school year will be determined by the District and will be eligible for benefits through SEBB. (WAC 182-31-040 5a).
 2. Substitute employees will be monitored and reviewed monthly by the District for anticipated work hours. The substitutes deemed eligible based on their work history and anticipated work hours for the current school year will be offered SEBB Benefits.
- U. Legislative Changes and Reopeners: If the Washington State Legislature changes provisions of SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation of the changes.

- V. Workers Compensation - All employees shall be covered by the provisions of the WA State Workers Compensation program for injuries sustained during the course of their regular employment.
- W. Whenever an employee is absent from employment as a result of personal injury sustained in the normal course of employment and in the performance of their duties, the employee will be paid the difference between the employee's total compensation and state industrial compensation for a period of such absence up to twenty-four (24) months.
- X. An employee who is absent from employment as a result of a physical attack sustained in the course of employment shall be paid full salary for the period of absence for ~~thirty-six (36)~~ **twelve (12)** months if the injury is the result of a physical assault, from the date of the injury, ~~less the amount of an L & I compensation award~~. No part of such absence shall be charged to any accumulated leave.

Section 3.11 Sick Leave

- A. Sick leave may be used for illness, injury, pregnancy disability, bonding, emergency and family care or for any qualifying event covered by FMLA, WA-PFML, and the Washington Family Medical Leave Act.
- B. Every person under a contract for a full school year (182 days) shall receive twelve (12) days of annual sick leave. Such sick leave not taken during the year shall be accumulated from year to year up to a maximum of one hundred eighty (180) days. A person contracted for less than a year shall be entitled to the proportion of twelve (12) days sick leave that the total number of full days contracted bears to 180 days.
- C. Personnel claiming sick leave benefits for more than five (5) consecutive days must submit a written statement from a physician which outlines the need for the continued absence. Employees will be required to sign a statement verifying the day or days and the date or dates.
- D. Pursuant to current statute, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each sick leave compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month. This compensation will be paid on the February regular pay date.

- E. At the time of separation from school District employment due to retirement* or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness, injury or emergency.

*For the purposes of this provision, retirement shall be defined when an employee is eligible to receive benefits under Washington State Teachers' Retirement System (WSTRS).

F. Family Medical Leave Act (FMLA)

1. Employees are eligible for FMLA if they have worked 1,250 hours in the previous twelve (12) month period. Each eligible employee is entitled to twelve (12) work weeks of family and medical leave (FMLA) during any twelve (12) month period, or twenty-six (26) work weeks to care for a covered service member. Weekends, holidays and school breaks that fall within an employee's FMLA leave, do not count toward the employee's FMLA entitlement.
2. If the employee qualifies for FMLA, they shall be allowed to utilize all accrued sick leave and available leaves.
3. Employees may choose to use FMLA prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing FMLA.
4. When an employee is utilizing FMLA, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee. FMLA shall run consecutively with other leave benefits, unless the employee chooses otherwise. Absence covered by sick leave will not be deducted from the twelve (12) week total allocation for FMLA.
5. If two employees who are spouses or domestic partners are both employed by the District, they shall each individually receive twelve (12) weeks of FMLA for any qualifying event, including care of a parent or parental bonding (24 weeks total), and may utilize their FMLA entitlement separately or simultaneously.
6. Family leave may be taken to care for a child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner with a serious health condition. Family leave may also be taken for the birth of a child and to care for a newborn child or for the placement of a child with the employee for adoption or foster care. Medical leave may be taken for the employee's own serious health condition.

7. A serious health condition shall be defined as a medical emergency, or any illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider.
8. Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.

G. Washington Paid Family and Medical Leave (WA-PFML):

1. ~~Beginning January 1, 2020~~ Employees will be provided Paid Family and Medical Leave (WA-PFML) benefits as allowed by law.
2. The District will pay the full WA-PFML premium, including both the employer and employee portion. The District will annually notify employees about the benefits available under WA-PFML. The District shall provide eligible employees with a known qualifying event a written statement of their rights, and upon request, facilitate their claim to the Employment Security Division (ESD).
3. The District shall report to the Employment Security Division the individual employees actual FTE for which they were hired.
4. To qualify for WA-PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. WA-PFML may not be taken without a qualifying event.
5. Employees may choose to use WA-PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing WA-PFML.
6. WA-PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances defined below. Weekends, holidays and school breaks that fall within an employee's WA-PFML leave do not count toward the employee's WA-PFML entitlement.
7. WA-PFML may be used as follows:
 - a. To care and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years, to be used at any time within the twelve (12) months following the birth or placement.

- b. To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner) experiencing an illness or medical event.
 - c. Certain military-connected events
 - d. Medical Leave to care for self in relation to an illness or medical event, including pregnancy disability.
- 8. Under the following circumstances, benefits may be extended as follows:
 - a. Total of up to 14 weeks for a medical leave involving a serious health condition during pregnancy that results in incapacity.
 - b. Total of up to 16 weeks for combined medical and family leave.
 - c. Total of up to 18 weeks for combined medical and family leave involving a serious health condition during pregnancy that results in incapacity.
- 9. The WA-PMFL family leave entitlement expires twelve (12) months following the birth or placement of a child or the first application for WA-PFML benefits. The WA-PFML medical leave entitlement expires twelve (12) months following the first application for WA-PFML benefits.
 - a. Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD.
 - b. Employees may use accumulated sick leave to supplement WA-PFML benefits up to an amount that results in no loss of compensation to the employee. **To qualify for this supplement, the employee must present verification of the amount of PFML benefits being paid to them, so that the District can determine the amount of sick leave per diem necessary.**
- 10. Employees may choose to use WA-PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing WA-PFML. WA-PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

11. When an employee is utilizing WA-PFML, the District will continue to pay its share of the SEBB premium contributions on behalf of the employee, and the employee shall maintain the employer/employee relationship.
12. Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.

H. Shared Leave - Employees shall be eligible to receive shared leave if they meet the qualification criteria outlined in RCW 41.04.665:

1. Employees shall be eligible to receive shared leave if they meet the qualification criteria outlined in RCW 41.04.665:
 - a. They suffer from, or have a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 - b. They have been called to service in the uniformed services;
 - c. They are a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and are attending medical appointments or treatments for a service-connected injury or disability;
 - d. They are the spouse of a current member of the uniformed services or a veteran as defined under RCW 4.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment;
 - e. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
 - f. They are a victim of domestic violence, sexual assault, or stalking;
 - g. They need the time for parental leave; or
 - h. They are sick or temporarily disabled because of pregnancy disability.

2. An employee is eligible for shared leave when the condition listed above has caused, or is likely to cause, the employee to go on leave without pay or terminate district employment.
 3. If the employee qualifies for shared leave for the reasons in vii or viii above, they shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve, and shall have the right to access up to sixteen (16) weeks of shared leave for bonding with a child at any time within the first twelve (12) months after the birth of placement of a child. The sixteen-week period shall be exclusive of holidays and school breaks.
 4. An employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.
 5. Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.
- I. In accordance with state and federal law, employees have the opportunity to participate in VEBA based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by December 1 of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year. Any employee who has completed the VEBA membership enrollment process and is enrolled in VEBA, may complete a hold harmless agreement authorizing annual rolling of unused sick leave days.

Section 3.12 Leave of Absence

- A. Upon the recommendation of the Superintendent, a leave of absence for one (1) full contract year, without pay, may be granted to certificated staff members by the Board for the purpose of study, travel, recuperation, childcare, working in a professionally related

field, civic responsibility, adoption, military leave, or any other acceptable purpose as determined by the Board. Such leaves are automatically terminated and all rights to a position in the Camas School District are forfeited if the person on leave signs a contract as a certificated staff member in another school District.

- B. Upon an employee's request, a leave of absence may be extended because of extenuating circumstances for one additional year on the recommendation of the Superintendent when approved by the School Board.
- C. Provided, the certificated employee taking the place of a person on leave shall receive a contract limited to one year in accordance with RCW 28A.405.900.
- D. Leaves of absence shall be limited to a maximum of 5% of the certificated staff during any one year.
- E. A request for a leave of absence may be denied if the impact on any one area of the instructional program is too great.
- F. Certificated employees returning from leave are assured of a position with the Camas School District. Every effort will be made to place the certificated employee in the same position or a similar position upon returning to the District. Provided it is the certificated employee's responsibility on leave to notify the District by April 1 of the year in which they are returning whether or not they intend to return. If there is no contact or notification prior to April 1, the District's obligation to retain a position for the employee shall cease.
- G. Any employee returning from a one year full-year's leave of absence classified as sick leave, and who indicates by April 1st their intent to return from leave the following year, shall be included in staffing at the position last vacated before staffing adjustments are made. In the event that no position is available, reduction in force language shall apply.
- H. Refer to Appendix C of this Agreement regarding return from leave.
- I. Upon returning to the District, the certificated employee who has been granted a year's leave of absence shall be placed on the appropriate step on the salary schedule but receive no credit for the experience step on the salary schedule for the year of leave. The person returning retains the accumulated years of experience and the accumulated days of sick leave as well as the continuing contract status. The certificated employee shall retain the right to participate in group insurance plans at his own expense while on leave with the approval of the insurance company.

Section 3.13 Leave for Reasons Other than Illness

- A. A certificated educational employee who anticipates the necessity for taking a leave (other than sick leave) shall make proper application to their building principal or supervisor. Employees shall be granted the following kinds of leaves with full pay during the school year as noted below and the employee shall pay for substitutes as noted below. All leaves granted under these provisions will be in units of full or half days. Full pay is defined as "no loss of pay to the certificated employee, and the District paying the substitute cost" unless otherwise noted.
- B. Bereavement Leave: Bereavement leave for each death in the family -- up to four (4) days bereavement with full pay will be granted for each occurrence in the employee's family. In cases where emergency factors or travel problems are involved, the employee may request to use any unused emergency leave benefits. ~~Family is defined to include mother, father, sister, brother, husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparents, grandparents-in-law, step-father, step-mother, step-father-in-law, step-mother-in-law, aunt, uncle, niece, nephew and/or anyone who has lived in the home.~~ **Family is defined to include grandparents, parents, siblings, spouse, aunts, uncles, nieces and nephews. Family is also defined to include guardians, those under guardianship, foster family members, step family members, and in-laws.**
- C. Emergency Leave:
1. Up to three (3) days of emergency leave with full pay shall be available to certificated employees. For purposes of this leave, an emergency is a situation or adversity of such a nature that pre planning is not possible. Emergency leave could not be used where good judgment would logically dictate that the matter could and should have been dealt with in some other manner. Two (2) additional days of emergency leave may be granted at the discretion of the superintendent or their designee. One (1) day of emergency leave may also be requested for the death of a close personal friend.
 2. Emergency leave may not be used for vacation periods or extensions thereof, recreational outings, or for business or social appointments, nor for matters of personal convenience.
 3. An employee who finds it necessary to be absent from assigned duties by reason of an emergency will notify the building principal at the earliest possible moment. Upon return to duty, the employee will be required to complete a leave request form stating the reason for the reported absence.

D. Personal Leave -

1. Each employee shall receive three (3) personal leave days annually. The first and second days shall be at no loss of pay. For the third day, which is not accumulative, employees will receive differential pay. Differential pay is defined as the difference between the employee's daily pay and the District's regular substitute rate. Personal leave is accumulative to a maximum of five (5) days. The employee shall not be asked to give a reason for the use of this leave.
2. ~~In 2020-21 and 2021-22, an employee, beginning in their 16th year of teaching service, in/out of the District or State, and thereafter, shall receive the 3rd day of leave fully paid annually. In 2022-23, An employee, beginning in their 15th year of teaching service, in/out of the District or State, and thereafter, shall receive the 3rd day of leave fully paid annually. This fully paid day may not be accrued or cashed out.~~
3. In an effort to ensure a smooth opening and closing of the school year, personal leave would not normally be granted during the first five (5) days of a school year and the last five (5) days of a school year. Exceptions will be allowed by the Superintendent/designee only for significant family events or education reasons.
4. No more than twenty (20) employees District-wide will be granted personal leave on the workdays immediately prior to/or following Thanksgiving and winter break. Employees requesting a personal leave must submit a signed request to human resources. These days will be approved on a first-come first-served basis with the human resource department.
5. Whenever possible, all personal leave requests will be made to the building principal at least five (5) working days in advance of the intended absence.
6. To maintain the number of days of student-teacher contact and encourage attendance at work, a cash-out system for personal leave day(s) not used shall be established:
 - Any personal leave day(s) that exceed five (5) days not used at the employee's option, cashed in at a rate of one substitute teacher per day rate of pay for each personal leave day not used. This cash-out will be paid in August.

- If the employee opts for personal leave cash-out for any remaining days a request must be sent to payroll by the last day of June ~~each year. Absent a notification for a cash-out,~~ **If no request is made,** unused leave will automatically roll over to the next year up to the maximum allowed.
- E. Parental Leave: Three (3) days of Parental Leave at full pay shall be allowed to be utilized for the birth of a child. Parental Leave may be used by either fathers or mothers.
- F. Adoption Leave: Eight (8) non-accumulative days of leave with full pay shall be allowed either parent or both for the adoption of a child. Two (2) additional days may be allowed provided the employee pays for the substitute.
- G. Pregnancy Disability Leave and Parental Bonding:

Definitions:

 1. Pregnancy Disability - The period of a pregnancy related disability, the length of which is determined by a licensed healthcare provider.
 2. Parental Bonding - The period of time taken to bond with a child within 12 months of the birth or placement of the child.
- H. Upon application, the District shall grant pregnancy disability leave for the time an employee is disabled due to pregnancy. The following guidelines will apply:
 1. To be entitled to take pregnancy disability and/or parental bonding leave, the employee shall inform the administration at least thirty (30) days in advance of their intention to take leave; the approximate time expected to return to work; and, within thirty (30) days after childbirth, shall inform the administration of the specific day to return to work.
 2. The employee will be required to supply a health care professional release indicating the duration of the disabled period. The employee may use any accrued sick leave or unpaid leave during the period of pregnancy disability or period of parental bonding.
 3. Family leave, leave of absence, WA-PFML, FMLA, or shared leave can be requested in accordance with contract provisions.
- I. Short-Term Unpaid Leave: Approval of requests for unpaid leave of up to three (3) days will be at the discretion of the superintendent or their designee. Requests for more than three (3) days will be made to and approved at the discretion of the school board. Requests to

the school board must be made in time for consideration at regularly scheduled board meetings.

J. Military Leave: Employees shall be granted Military Leaves of Absence when required by law. The District agrees to follow the provisions of RCW 73.16.031, 73.16.033 and 73.16.025 governing the re-employment of returned veterans and others.

K. Military Reserve/National Guard Active Training Duty:

1. 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:

- The Employee shall provide a copy of orders and proof that such duty is mandatory.
- Absence for active training duty shall not exceed fifteen (15) days per year.
- The employee shall receive full pay for the authorized fifteen (15) days.

L. Jury and Subpoena Leave:

1. Leave of absence with pay shall be granted for jury duty; however, the pay provided by the court for jury duty must be remitted to the District to help offset the loss of service. The employee may keep the expense money provided by the court.
2. A certificated employee will be granted subpoena leave as may be required by the subpoena, and shall be paid their regular salary, up to and including five (5) days, less any compensation received for their services, excluding transportation, except when the employee is the plaintiff or defendant in such action.
3. This exception shall not apply when the employee is named as plaintiff or defendant for events or actions arising out of the performance of their duties in the District.
4. Where officially documented written statement(s) are acceptable as testimony by the court, the employee should make such arrangements.
5. In serving as a witness, the employee will make a maximum effort to minimize the amount of time spent away from their employment. The office of the superintendent may extend the definition and intent of the subpoena leave policy on an individual basis.

- M. Elected Public Official Leave: Short-term elected public official leave will be granted without loss of pay for the time required to be absent from duty. Application for this leave will be made to the Superintendent/Designee. Such leave is restricted to leave on those days of required service as a public official that are not discretionary for the individual educator to schedule after school hours or on a non-school day and the request has been submitted in a timely manner. For this leave the employee must pay substitute costs to the District.

Section 3.14 Association Leave

- A. The District shall provide forty (40) days of release time per year for officers and representatives of the Association for Association related business. During bargaining years, additional days, as needed, will be arranged and scheduled between the Superintendent and the Association President. The request for leave must be made to the Superintendent a minimum of five (5) days in advance unless there is an emergency. Release will be given unless it can be shown that such leave would seriously affect the education process.
- B. In addition to the above, the Association President shall submit a quarterly plan for additional Association leave days to the Superintendent, to be jointly approved.
- C. The Association agrees to pay the total cost of the substitute wages for these days. The certificated employee taking this leave will not suffer any loss in pay or fringe benefits.
- D. The Association agrees to defend, indemnify and hold harmless the District (suits by the District excepted) against any and all claims, pursuant to proper implementation of the Article, contingent upon: (1) The District's agreement that the Camas Education Association shall be authorized to defend such suit through an attorney of Camas Education Association's choosing and (2) the District's agreement to provide full cooperation and information to the Camas Education Association in defending any suit which may be brought against it as a result of this Agreement.
- E. If the Association and the District agree to conduct any joint training related to contract bargaining, the Association President and Superintendent will meet to determine the number of release days required, if any, to conduct the training. Substitute wages for Association members involved in the training will be paid by the Association but the training days will not be deducted from the forty (40) days of annual allocation.
- F. Presidential Leave:

1. The District shall grant release time up to a maximum of half-time release for one school year to the Association President.
2. If less than half-time, the Association President shall submit a quarterly plan for Association leave days to the Superintendent, to be jointly approved. The Association agrees to pay the total cost of the substitute wages for these days. The Association President taking this leave will not suffer any loss of pay or fringe benefits.

Section 3.15 Association Appointment Leave

- A. Officer Leave: Leave without pay shall be granted, when required, to any Association member who shall have been elected or appointed to a position in the National Education Association, Washington Education Association, or the WEA-Riverside UniServ Council. The employee shall notify the Superintendent of the need for leave upon verification of their election or appointment to that position. Leave shall be for the duration of time in that office, either continuous or on a daily basis, depending on the nature of the position. Upon return, the employee shall be returned to their former position, if available, or if not available, to a substantially equivalent position with at least equivalent compensation. They shall retain all seniority and tenure.
- B. Committee Leave: Association members may request leave to serve on Association committees or task forces or to accept appointments as professional representatives to education committees at the state or national level. Approval of such leave may be granted by the Superintendent based upon the following criteria:
 1. The benefit which would result to the affected employee's assignment and/or public school education in general.
 2. The amount of release time required and the procedure for replacement or assumption of responsibility during the employee's absence.
 3. Determination of who is paying any required substitute costs.
 4. Financial compensation, if any, to be received by the employee.

Section 3.16 Certificated Employee Rights

- A. The District and the Association agree to adhere to the provisions of the Washington Educational Employment Relations Act, Chapter 41.59 RCW, 288, Laws of 1975, First Extraordinary Session subject to determinations and rulings of the Public Employees

Relation Commission. The District and the Association agree to adhere to other applicable statutes relating to certificated employees in the course of their work as promulgated by the State of Washington.

- B. Certificated employees shall be entitled to full rights of citizenship and no religious or political activities of any certificated employee, or lack thereof, shall be grounds for any disciplinary action unless it can be clearly shown to be adversely affecting the certificated employee's primary job as teacher in the District. The private or personal life of any certificated employee is not within the appropriate concern or attention of the District unless certain activities are clearly shown to have a serious effect on the fulfillment of the certificated employee's job in the District.
- C. The Association and the District affirm their adherence to the principles of free choice and agree that they shall not discriminate against any employee covered by this Agreement because of their legally protected class. ~~age, sex, race, creed, religion, marital status, domicile, national origin or the presence of any sensory, mental or physical handicap.~~

Section 3.17 Just Cause

- A. No employee shall be disciplined without just cause.
- B. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- C. An employee shall be entitled to have a representative of the Association present during any formal disciplinary action. (Formal discipline is any discipline that is provided to the employee in writing and placed in the individual's personnel file.) Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- D. The employer agrees to follow a policy of progressive discipline which minimally includes verbal warning, reprimand, and suspension with pay, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Such discipline shall be in private. When the employer issues a verbal warning, they must state to the employee, this is a verbal warning and therefore the first step in the disciplinary procedure.
- E. Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the

employee within ten (10) days of knowledge of the alleged complaint may not be used as the basis for any disciplinary action against the employee. At the employee's request, the employee shall be informed of the exact position of the complainant (student, parent/guardian, colleague, administrator or patron), the exact frequency and number of complaints, and whether the complaints were communicated verbally or in writing.

- F. These enumerated forms of discipline, failure to adhere to the evaluation criteria, as well as procedural errors in evaluation of an employee's performance shall be subject to the grievance procedure; provided, however, that any employee receiving a notice of probable cause for discharge or adverse effect on ~~his/her~~ **their** contract pursuant to RCW 28A.405.300 or receiving a notice of probable cause for non-renewal of contract pursuant to RCW 28A.405.210 or RCW 28A.405.220 shall have only the statutory rights set forth in RCW 28A.405.310 and RCW 28A.405.220.

Section 3.18 Assignments, Transfers and Hiring Procedures

- A. The assignment, reassignment, transfer and/or hiring of certificated employees is a responsibility delegated to the administration by the Board. In carrying out the responsibilities, the administration will follow these procedures for open positions:
- B. Definitions
 - 1. Opening: A vacant or newly created position.
 - 2. In-building movement: Prior to declaring an opening, in-building staff members shall have an opportunity to request reassignment.
 - 3. Transfer: The relocation of an employee from one building to another
 - 4. Reassignment: The movement from one position to another within the same building.
 - 5. Voluntary Transfer: A request by a certificated employee to be assigned to an open position in another school.
 - 6. Involuntary Transfer: The assignment by the District of a certificated employee to another school that they have not requested.
 - 7. Administrative Transfer: The transfer, direct by the Superintendent, of a limited number of staff each year to serve the best interests of students or school staff.

- C. The annual assignment of high school teachers within a building and of special services itinerant staff (OT's, PT's, SLP's and PSYCHS) is not considered a transfer or reassignment.
- D. Prior to the end of the school year, employees who wish to be notified of any summer postings shall notify the District of their home email and phone number. Employees shall be given no less than five business days to apply for said openings.
- E. The following procedure shall be followed in sequential order, as identified in the outlined sections below, when an opening exists:
 - 1. In-building Movement Procedures
 - 2. Voluntary Transfer Procedures
 - 3. Involuntary Transfer Procedures.
- F. Provided that before using this procedure, the District will first place employees returning from approved leave in the position last held or a similar position, if such a position is available.
- G. General Hiring Procedures:
 - 1. In Building Movement Procedures: When an opening exists in a building or program, the administrator will begin by first considering voluntary reassignment of existing personnel within the building or program. During the school year, notification of "in building" openings will be made to the affected building staff via the e-mail system. Interested staff will have three (3) working days to notify the administrator of their interest.
 - 2. Voluntary Transfer Procedures:
 - a. After reassignments are complete, an opening will be posted within the District and will remain open for a minimum of five (5) working days. Concurrent external postings may occur. Interested in-District personnel may apply for open positions.
 - b. Qualifications and requirements for openings in the bargaining unit shall be clearly set forth in the job postings. In an effort to fill all positions with the best qualified applicants, the District agrees to fill all positions based on complete consideration of objective factors including but not limited to: education, certification, evaluation results, and professional experience.
 - c. In-District personnel requesting a transfer to an open position will be interviewed for the opening provided they meet the minimum qualifications of the job posting. Out-of-District candidates may be

interviewed as well. For the purposes of this clause, teachers serving on one-year non-continuing contracts are not considered 'in-District personnel. In the event that a current employee and an outside applicant have substantially equal qualifications, the current employee shall be offered the position.

- d. If an employee is not the selected candidate, upon the employee's request, the superintendent or their designee shall notify the employee of the reason(s) for not granting the request.
- e. During the school year when openings occur in the District, notices will be posted on the CSD web-site and a District email will be sent to notify all certified staff members of the opening at the time outside recruiting sources are notified. If a current employee is selected and transferred to an open position during the school year, the subsequent opening shall not be subject to the provisions of this section. The Superintendent, however, at their discretion may grant exceptions for transferring employees to subsequent openings.

3. Involuntary Transfer Procedures:

- a. The District will first ask for volunteers to be transferred. Whether the employee self-selects (volunteers) to be transferred or the administration selects the employee to be transferred, that employee is eligible for all the involuntary transfer procedures and benefits.
- b. No employees will be involuntarily transferred for disciplinary reasons.
- c. As soon as possible after the need for an involuntary transfer is determined, Administration will meet with the affected employee, at which time they will be notified of the reason for the transfer.
- d. If there are assignment options available, the employee will be notified and will be asked to indicate their preference of assignment.
- e. An employee shall not be involuntarily transferred more than once in three (3) years without first meeting with the employee and CEA representation, and it is determined that there are no other alternatives to the transfer.
- f. At the elementary level, any employee involuntarily reassigned to a grade level two or more grade levels above or below the grade they are currently teaching shall be granted a one-time allotment of \$500 for the purchase of

grade-level appropriate supplies and materials. All materials/supplies purchased become the property of the Camas School District.

- g. In the event an employee is involuntarily transferred from elementary to middle school or middle school to elementary they shall receive a one-time allotment of \$500 for the purchase of grade-level appropriate supplies and materials. All materials/supplies purchased become the property of the Camas School District.
 - h. In the event that an employee was involuntarily transferred due to a required grade level staff reduction and the position subsequently reopens before August 15 or within the next school year, the involuntarily transferred employee shall have the first right of refusal to return to the previously held position after they have finished the assigned year in the involuntarily transferred position.
 - i. If an employee is involuntarily transferred out of their major or minor area, the employee may discuss possible training opportunities with the principal, subject to budgetary considerations.
4. Conditions Applicable to ALL Transfers (For all certificated, excluding OT's, PT's, SLP's, and PSYCHS):
- a. Prior to any transfer, voluntary or involuntary, the Administration will meet with the certificated employee to discuss the transfer.
 - b. Transfers will be made prior to the end of the school year if possible. Those being transferred will be notified prior to the end of the school year.
 - c. In the event circumstances occur which make it necessary to effect a transfer after the end of the school year, the District will make every effort to discuss the transfer in person with the employee. If these efforts fail, the employee will be notified by certified mail.
 - d. Up to two (2) paid days (16 hours) at curriculum pay for a District directed in-building moves, voluntary or involuntary, and up to three (3) paid days (24 hours) for District directed out of building moves, voluntary or involuntary will be granted for moving to each affected employee. The actual time spent must be documented on a District time card. Employees who transfer to another position, or are granted a room change for educational purposes, will be eligible for relocation pay.

- e. This moving allocation will also be granted to employees for District-directed temporary moves of classrooms or buildings necessitated by remodeling, construction, severe damage or health and safety factors.
- f. This moving allowance is not meant for secondary teachers who have to teach in different rooms.
- g. Student test scores shall not be used to make decisions regarding involuntary transfers or assignments.

H. Growth Positions:

- 1. "Growth positions" are new openings created by increased enrollment. All other openings created by transfer or attrition will be filled according to the Collective Bargaining Agreement.
 - 2. During the fifteen (15) days preceding the school year vacancies shall be posted for three (3) days. During the first three (3) weeks of school, vacancies shall be posted within the building via email, online in-District, as well as out of District for three (3) days.
 - 3. If a contract is not offered within a five-day period (including the three days the opening is posted) of notification from the principal to Human Resources that a growth position has been identified, a substitute will be hired on the sixth (6th) day to provide relief until the position can be filled.
- I. New Building Openings/Protocol: In the event the District intends to open a new building and/or reconfigure an existing building(s), the District shall meet with the CEA President prior to the opening of the building to discuss staffing and assignment and transfer provisions in advance of implementation.
- J. Assignment of Itinerant Special Services (SLP, OT, PT, Psychologists) shall follow this procedure:
- 1. By May 15th, based on current FTE (student and staff), job-alikes will propose assignment composition and location preferences and submit to the director of special services.
 - 2. Special services leadership shall collaborate with the itinerant job-alike team to design initial assignments. Assignments and locations (for the following school year) must be communicated to itinerant staff by June 1st.

3. As student enrollment changes occur, assignments may be adjusted. These adjustments are not considered transfers or reassignments.
- K. For elementary Intervention Specialist Roles, the buildings to be served and the programs (math, literacy, etc.) shall be identified by June 1st, and specific Specialist assignments shall be determined no later than Sept. 30th. As student enrollment changes occur, assignments may be adjusted. These adjustments are not considered transfers or reassignments.
- L. In the event of a school opening, closure, daily schedule or grade level reorganization the most senior teacher with a proficient or distinguished evaluation shall be retained in a grade level and/or a content area when there is any necessary reduction in FTE or restructuring. The senior teacher would have the option of transferring.
- M. Administrative Transfer: The Superintendent may administratively transfer an employee in order to serve the best educational interests of students and/or the school staff.
1. Candidates for administrative transfer will be notified by their immediate supervisor no later than March 15; The potential transferee may indicate grade level, subject area, and site preference by March 31. Early engagement with the Association president or designee is encouraged; minimally, the president or designee shall be informed of administrative transfer decisions in conjunction with notification of the candidate.
 2. Administrative transfers shall be into open positions. If no such position exists, the District and Association shall work together to determine a mutually agreed upon solution.
 3. Employees may not be administratively transferred again for three years except by mutual agreement between the District and the affected employee.
 4. No more than 1% of the certificated staff may be administratively transferred per year.
 5. Administratively transferred employees will receive assistance in moving to the new location consistent with conditions applicable to all transfers described in this section, but will not have the right to return to the assignment and location from which they came, unless mutually agreed upon by the District and Association.
 6. Outside of notice to the Association, the District shall not disclose the names of employees administratively transferred to any but the affected administrators, who shall also keep the information confidential.

7. Following administrative transfer to a new building, the employee will meet with the new principal to discuss opportunities and needs for professional training and growth in the new position. If the principal lists as an option for the employee to take certain course work, workshops, days for curricular work, etc., the District will pay for the costs of such options, including additional time at per diem rates for non-contract time.
8. Administratively transferred employees will be provided the opportunity to purchase teaching materials appropriate to a new grade level or subject matter assignment in an amount not to exceed \$250.

Section 3.19 Layoff and Recall

- A. Procedures for Staff Reduction: In the event the Board of Directors adopts a reduced educational program, those teachers and other certificated employees who will be retained to implement the District's reduced or modified program will be identified by using the procedures outlined in this article. Categorically funded programs will be continued if it is determined by the District to be to the benefit of the educational program.
 1. Determination of Vacant Positions: The District will determine, as accurately as possible, the total number of certificated staff members known as of May 1 leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
 - a. If a staffing or program reduction is contemplated, provisional employees, by statute, shall be nonrenewed by May 15, beginning with proposed reductions first in the P1 employee list, second in the P2 employee list, and third in the P3 employee list, dependent on the depth of the proposed staffing and/or program reduction.
 - b. In the event any P1, P2, or P3, without documented evaluation concerns, is non renewed by May 15, the District agrees to reinstate the provisional employees to any opening for which they are qualified for the upcoming school year.
 2. Vacant positions will be filled by transferring currently employed staff members within the District unless by reasons of certification, training and/or experience, no qualified person is available.

3. Leave of Absence: Staff members with at least one (1) year of experience shall be invited to apply for one (1) year leave of absence without pay prior to termination of any certificated employee. Approved leaves of absence will be governed by the provisions of the Leave of Absence provision.
4. If a Layoff is to occur, the District shall implement the following procedures:
 - a. Elementary classroom teachers, K-5, who possess a Washington State Teaching Certificate.
 - b. Middle school classroom teachers, K-8 or an elementary certification (K-8), any state qualifying Middle School Certification, who possess a Washington State Teaching Certificate.
 - c. Secondary classroom teachers, 6-12, who possess secondary endorsements in accordance with WAC 180-79, and who possess a Washington State Teaching Certificate.
 - d. Other certified positions:
 - Specialists by field of specialty (e.g. art, music, physical education, reading, intervention etc.)
 - Special education by field of specialty
 - CTE
 - Psychologist
 - Elementary counselor
 - Secondary counselor
 - Elementary library/media
 - Secondary library/media
 - Other ESA personnel (e.g. CDS, OT, PT etc.)
 - e. Certified employees holding positions within programs which are funded with categorical monies shall be retained according to federal and state requirements for said position(s).
5. Placement:
 - a. To qualify for placement in any program, the certified employee must:
 - Have an applicable Washington State Teaching Certificate, and

- Possess the endorsement specified in WAC 180-79 required by the position, or
 - Have had a minimum of one (1) year of professional experience of at least two (2) periods in each additional category or specialty.
 - b. Each certificated staff member will be considered first for retention in the program in which the position is held at the time of the implementation of these procedures.
 - c. If not selected in a program in which they are currently teaching, staff members shall also be considered for retention in such additional programs for which the staff member is qualified according to Section 3.19(a)5.i above.
 - d. The District will list, by seniority, those staff members qualified in each designated program. The staff members will have an opportunity to verify placement on each list prior to action by the District.
6. Selection: Certificated staff members shall be considered for retention in available positions within the program for which they qualify under Section c. In the event that there are more qualified employees than available positions in a given program, the following criteria shall be used in sequential order to determine placement in the available position(s).
- a. Teaching seniority in the state of Washington
 - b. Teaching seniority in the Camas School District
 - c. Seniority in the teaching profession
 - d. Credits earned beyond the BA or MA as recognized for placement on the salary schedule
 - e. Flexibility in terms of certification
 - f. Lottery
- B. The actions required to meet District needs and State statute will be implemented on or before May 15 by the District. All certificated staff members who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment. Employment pool personnel will be given the opportunity to fill open positions within the programs for which they are qualified. If more than one such staff member is qualified for an open position, the criteria

set forth in Section 3.19(a)6 shall be applied to determine who shall be offered such position.

1. It shall be the responsibility of each staff member placed in the employment pool to notify the Superintendent or his designee in writing by February 1 of the succeeding year if such staff member wishes to remain in the employment pool.
 2. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the School District to such individual will be by certified mail or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept the position. If an individual in the employment pool fails to accept a position for which they are eligible, the District's obligation to the certificated employee ceases. If a certificated employee in the employment pool signs a contract in another school District, the District's obligation to the certificated employee ceases.
 3. The District will utilize employment pool personnel as substitutes in positions for which they are qualified on a first priority basis before hiring other substitutes.
- C. In no event will personnel outside the bargaining unit be included on the seniority list in the event of layoff.

Section 3.20 Certificated Employees' Evaluation Procedure

- A. The purpose of this evaluation procedure shall be to recognize high levels of performance and encourage improvement in specific identifiable areas through constructive and fair assessment of certificated employee competency, strengths, and weaknesses as they relate to the effective operation of the instructional program and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.
- B. All certificated employees shall be evaluated each year strictly in accordance with the procedures and criteria set forth in this section.
- C. Evaluations shall be conducted openly and within the full knowledge of the certificated employee.
- D. Definitions: Refer to WAC 392-191A-030 for definitions of terminology not detailed below.
 1. Evaluator: A certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics

contained in this agreement and any relevant state or federal requirements. All Evaluators shall demonstrate competence in observing Teachers with inter-rater agreement. The Evaluator shall assist the Teacher by providing support and resources.

2. Instructional Framework: The adopted evidence-based instructional framework developed by Marzano and approved by OSPI.

3. Evaluation Criteria:

One of the eight (8) state defined categories to be scored. The state evaluation criteria are:

- a. Centering instruction on high expectations for student achievement,
- b. Demonstrating effective teaching practices,
- c. Recognizing individual student learning needs and developing strategies to address those needs,
- d. Providing clear and intentional focus on subject matter content and curriculum,
- e. Fostering and managing a safe, positive learning environment,
- f. Using multiple data elements to modify instruction and improve student learning,
- g. Communicating and collaborating with parents and the school community, and
- h. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

4. Component: The sub-section of each criterion as defined by the state evaluation framework.

5. Evaluation Process: The process which begins with the goal-setting meeting between Teacher and Evaluator each school year and ends with the placement of the evaluation report in the certified employee's personnel file.

6. Comprehensive Evaluation: As defined by law, a Teacher on comprehensive evaluation shall be evaluated using all eight state criteria as well as student growth. A comprehensive summative evaluation cycle shall begin with the first contract day and conclude no earlier than May 15th of the school year.

7. Focused Evaluation Option (FEO): As defined by law, a Teacher on focused evaluation shall be evaluated on one of the eight state criteria. Criterion scores include applicable framework rubrics and Washington state student growth rubrics. If criterion 3, 6, or 8 is selected, Evaluators will use the accompanying student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, the Evaluator will use student growth rubrics from criterion 3 or 6.
8. Professional Growth Activity or Goals: As mentioned in RCW (28a.405.100 12c: I), "professional growth activity or goals" refers to the Teacher's intentional focus, during the Focused Evaluation Option, on a specific criterion within the evaluation framework.
9. Student Growth: The change in student achievement between two points in time within the current school year, as determined by the Teacher. Assessments used to demonstrate growth must predominantly originate at the classroom level and be initiated by the classroom Teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Student growth data that is relevant to the Teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, District-based, and state-based tools. Student growth data elements may include the Teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the Teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. As used in this subsection, "student growth" means the change in student achievement between two points in time. RCW 28a.405.100 (2f)
10. Evidence: In addition to the definitions established in WAC 392-191A-030, evidence should be gathered from the normal course of employment and directly related to the performance of teaching duties. Hearsay from parents or anonymous sources shall not be used as evidence used to draw evaluative conclusions about a Teacher's instruction.
11. Artifact: Any product generated, developed or used by a certificated Teacher. The certificated Teacher and their Evaluator are mutually responsible for collection of artifacts. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
12. Formal Observation: The pre-arranged actual viewing of the certified employee working in assigned areas during a specific period of time.

13. Observation Report: A written summary of the situation observed during a formal observation.
14. Determination from Casual Observation: For the purposes of evaluating, observations or determinations outside of the actual assigned instructional area may be made and included in the final evaluation report. These observations or determinations must be made directly by the Evaluator and the conclusions reached must be based upon factual evidence. Hearsay evidence shall never be included in written evaluations. Casual observation or determination must be directly related to the Teacher evaluation criteria. If casual observation raises concerns, an informal or formal documented observation must then be conducted to confirm casual observation.
15. Current Conditions: Current conditions are constraints or facilitating factors in that setting and shall be noted on the observation report at the discretion of the Evaluator or at the employee's request. Examples of current conditions include (but are not limited to) being a roving or itinerant Teacher, proportion of IEP or 504 students, or student transience or turnover.
16. Evaluation Report: The document which summarizes the observation reports and casual observations/ determinations and which becomes a part of the certified employee personnel file.
17. Not Satisfactory:
 - a. Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all Teachers.
 - b. Level 2: Basic – If the classroom Teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the Teacher is not considered performing at a satisfactory level. RCW 28a.405.100 (4a: i.-ii.)

E. Applicability to Unique Assignments:

1. Teachers on Special Assignments (TOSAs) and Teacher Learning Leaders (TLLrs) do not contribute to the administrator's evaluation of the Teacher. They can provide support to Teachers related to the eight criteria, instructional framework, and student growth process.
2. TOSAs are evaluated using the State Teaching Criteria.

3. Teacher Librarians will be evaluated using the same procedures as Teachers, except for using the Teacher-Librarian Criteria piloted in 2015-16.
4. **Counselors shall use the evaluation form located in Section 7.02 Appendix B. School Psychologists, Speech and Language Pathologists, and Occupational and Physical Therapists shall be evaluated using the mutually agreed upon frameworks found in the Special Education Handbook. All other provisions and timelines of Evaluation section 3.20 are applicable to ALL bargaining members.**
5. Educational Staff Associates will be evaluated using the mutually agreed upon frameworks found in the Special Education Handbook. For the 2020-2021 school year, School Psychologists, Speech and Language Pathologists, and Occupational and Physical Therapists shall use the 2019-20 frameworks as agreed upon in a Memo of Understanding dated October 11th, 2019. For School Psychologists, Speech and Language Pathologists, and Occupational and Physical Therapists who participate in this evaluation pilot for the 2020/2021 school year, they shall receive no summative evaluation lower than basic/satisfactory. All other provisions and timelines of the evaluation section 3.20 are applicable to ALL bargaining members. In June 2021, the Association and District will negotiate these frameworks for the remainder of the CBA. Broad job descriptions for the ESAs are as follows:
 - a. Counselor: In accordance with RCW 28A.410, the purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the national standards for school counseling programs of the American School Counselor Association. Elementary Counselor, Middle School Counselor, High School Counselor Job Descriptions.
 - b. School Psychologists: School psychologists are uniquely qualified members of school teams that support students' ability to learn and Teachers' ability to teach. They apply expertise in mental health, learning, and behavior, to help children and youth succeed academically, socially, behaviorally, and emotionally. School psychologists partner with families, Teachers, school administrators, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community. School psychologists may provide direct support and interventions to students, consult with Teachers, families, and other school-employed mental health professionals (i.e., school counselors, school social workers) to improve

support strategies, work with school administrators to improve school-wide practices and policies, and collaborate with community providers to coordinate needed services.

- c. Physical Therapist: Staff providing support for students as outlined in RCW 18.74.010
- d. Occupational Therapist: Staff providing support for students as outlined by RCW 18.59.020
- e. Speech Language Pathologist (SLP): SLPs provide appropriate speech-language services in Pre-K, elementary, middle, junior high, and high school. They work with students exhibiting the full range of communication disorders, including those involving language, articulation (speech sound disorders), fluency, voice/resonance, and swallowing. In addition, SLPs address personal, social/emotional, academic, and vocational needs that have an impact on attainment of educational goals, offer assistance in addressing the linguistic and metalinguistic foundations of curriculum learning for students with disabilities, as well as other learners who are at risk for school failure, or those who struggle in school settings. SLPs are integrally involved in the efforts of schools to prevent academic failure in whatever form those initiatives may take; for example, in Response to Intervention (RTI). SLPs use evidence-based practice (EBP) in prevention approaches. They conduct assessments in collaboration with others that help to identify students with communication disorders as well as to inform instruction and intervention, consistent with EBP. SLPs provide intervention that is appropriate to the age and learning needs of each individual student and is selected through an evidence-based decision-making process. They also configure school wide programs that employ a continuum of service delivery models in the least restrictive environment for students with disabilities and are accountable for student outcomes including data-based decision making, including gathering and interpreting data with individual students. SLPs are responsible for meeting federal and state mandates as well as local policies in performance of their duties. Activities may include Individualized Education Program (IEP) development, Medicaid billing, report writing, and treatment plan/therapy log development.

F. General

1. Within each school the Principal or his designee, hereinafter called "Evaluator(s)," shall be responsible for the evaluation of certificated employees assigned to that school. The administrative organizational plan of the District shall be used to

determine lines of responsibility for evaluation of certificated employees assigned to more than one school or for certificated employees not regularly assigned to any school. Principals or other supervisors may designate other supervisory certificated staff to assist in the evaluation process. The Principal will serve as the primary Evaluator of the special education Teachers and the special education director will provide input to the Principal. Input shall include objective data including but not limited to case load and legal compliance. The special education director will serve as the primary Evaluator for the itinerant staff and the Principal will provide input for evaluation purposes.

2. Prior to the beginning of the evaluation process, each Evaluator shall meet with the certificated employees whom s/he shall evaluate to review and discuss the evaluation procedures and criteria.

G. Assignment of Evaluators

1. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any Principal or other Evaluator may designate other supervisory employees to assist in the observation and evaluation process.
2. All employees shall be notified of their designated Evaluator no later than September 15.
3. An employee assigned to more than one building shall be evaluated by an administrator appointed by the Superintendent or designee. The employee may request a different one of their supervising administrator(s) as a second Evaluator, but must do so in writing with rationale to the director of personnel no later than October 15. If such a request is denied, a written denial and rationale shall be provided to the employee no later than October 31.
4. Any employee shall have the right to request through the building Principal or the Evaluator's Evaluator, a different Evaluator than the one that is initially assigned. This request must come prior to October 1 and prior to the initial goal setting meeting in order that the entire evaluation cycle may be completed. This request shall come in writing and must articulate the specific rationale for requesting a different Evaluator. The District must return in writing a decision on this request within ten working days of receipt of the request. Changes in Evaluator cannot conflict with RCW 28a.405.100 (4a,ii,b).
5. If the request is denied, the Evaluator's Evaluator or designee will be present at the mid-year check and summative evaluation meetings upon Teacher request.

H. A comprehensive evaluation must be completed at least once every six years.

- I. A Teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the Teacher or Principal, or at the direction of the Teacher's or Principal's Evaluator. The final decision to transfer a Teacher from focused to comprehensive rests on the Evaluator or the Evaluator's Evaluator, and should be decided as early in the school year as possible, and no later December 15th (WAC).
- J. The following categories of classroom Teachers shall receive an annual comprehensive summative evaluation:
 - 1. Classroom Teachers who are provisional employees under RCW 28A.405.220;
 - 2. Any classroom Teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.
- K. In the years when a comprehensive summative evaluation is not required, classroom Teachers who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year are permitted to complete a focused evaluation. The standard procedure shall be that classroom Teachers permitted to complete a focused evaluation shall be scheduled for a focused evaluation unless a request is made as allowed above in this agreement.
- L. The Teacher and Evaluator shall agree upon a method of evidence collection that is sufficient and appropriate. Teachers may choose to, but shall not be required to, use a specific platform (i.e. 'eVAL' or 'iObservation') or format (i.e. paper portfolio).
- M. If the District encourages use of a specific technological platform, appropriate training and remote technological access shall be provided.
- N. Comprehensive Evaluation Process:
 - 1. During the evaluation process, there shall not be ratings of Unsatisfactory, Basic, Proficient or Distinguished (or their corresponding numerical values) given to individual artifacts or observations. Artifacts and observations serve as supporting evidence to inform formative assessment (at the Mid-year Check) and summative rating at the end of the evaluation cycle.
 - 2. Teacher Self-Reflection and Goal Setting:
 - a. Prior to the Pre-Observation Conference, the Teacher shall self-assess themselves using an agreed-upon self-evaluation form, no later than six (6) weeks after the first student attendance day.

- b. The Teacher shall determine a student growth goal for Components 3.1, 6.1 and 8.1. These goals may be related to one another.
- c. The Teacher and Principal shall meet to discuss and/or refine the goals for the year no later than nine (9) weeks after the first attendance day.

3. 1st Pre-Observation Conference

- a. The pre-observation conference shall be held prior to each formal observation. The Teacher and Evaluator will mutually agree when to conference.
- b. The purpose of the pre-observation conference is to discuss the member's self-evaluation, goals, purpose of the observation, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

4. Formal Observation

- a. At least two (2) prearranged formal observations for each employee shall be conducted, with the first formal observation occurring within the first ninety (90) calendar days. The Teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than 30 minutes in length.
- b. Provisional employees must be observed at least thirty (30) minutes during the first ninety (90) days. Provisional employees in the third year of provisional status must be observed at least ninety (90) minutes of time and at least three (3) times during the year.
- c. Observations do not have to be in the classroom. Department or collegial meetings may be used for a Formal Observation.
- d. The observations will occur no later than ten (10) days after the pre-observation meeting.
- e. Observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly unless otherwise agreed to by the employee.

- f. The Evaluator will document all formal observations using agreed-upon forms and provide copies to the employee within three (3) days.

5. Post-Observation Conference

- a. The post-observation conference between the Evaluator and employee will be held no later than five (5) days after the formal observation. The purpose of the post-observation conference is to review the Evaluator's observable evidence related to the scoring criteria during the observation and to discuss their initial performance score.
- b. Teachers are encouraged to bring additional evidence to aid in the assessment of the Teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.
- c. The Teacher must be given the opportunity to attach written comments to evaluation documentation.
- d. If there is an area of concern, the Evaluator, in writing, will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern and support professional growth.

6. Informal Observations

- a. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to determine judgment.
- b. An Evaluator may conduct any number of informal observations.
- c. All informal observations shall be documented in writing on the agreed-upon form and copy will be provided to the employee within five (5) days of the informal observation. If there is an area of concern based upon any such informal observation, the employee shall be notified in writing.
- d. Any time after an informal observation an employee may request a post-informal observation conference to discuss the informal observation.

7. Mid-Year Check

- a. The employee and the Evaluator shall hold a mid-year check to discuss the following:
 - The Teacher's self-rating on all evaluated criteria and components;
 - The administrator's preliminary rating on all evaluated criteria and components;
 - Submission of any additional evidence the Teacher would like the Principal to consider;
 - Student growth goals, data, and progress towards meeting those goals.
- b. After the mid-year check rating conference, the Evaluator may request additional observation or artifacts in order to obtain clear and convincing evidence in support of an eventual summative evaluation.
- c. If an Evaluator's Mid-year rating for a Teacher is Proficient or Distinguished, the eventual summative rating cannot be Basic or Unsatisfactory unless the administrator provides multiple artifacts and evidence to indicate a deficiency in practice occurring after the midyear formative assessment.
- d. If an Evaluator's Mid-year rating for a Teacher is Unsatisfactory or Basic, the administrator and Teacher shall agree upon means for demonstrating improvement through artifacts or observation.
- e. The Mid-year rating is a formative rating and shall not be used in any mathematical formula for the eventual calculation of a summative rating.

8. Final Summative Evaluation Conference

- a. If the employee will receive a rating of Unsatisfactory or Basic, the Evaluator and employee shall meet no later than May 15th to discuss the employee's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the Teacher's performance over the course of the year.
- b. The employee has the right to provide additional evidence for each criterion to be scored.

- c. If the Evaluator judges the Teacher to be below Proficient, the Evaluator must provide and reference artifacts and evidence to support his/her their rating.
- d. If the employee believes the criterion score or final summative score did not consider certain employee evidence, procedures outlined in this section were not followed, and/or the criteria were not objectively scored, they shall be granted any of the following:
 - An additional formal observation by June 1st;
 - An alternative Evaluator scoring of evidence;
- e. The employee will sign two (2) copies of the Final Summative Evaluation Report. The employee has the right to attach a rebuttal to their final Summative Evaluation Report.
- f. Those employees who are on extended leave cannot receive a basic or unsatisfactory in a criterion if they were not present to complete the full evaluation cycle. The evaluation shall be rated as overall proficient or incomplete.

O. Formal Evaluations

1. If a certificated employee is transferred to another position not under the Evaluator's jurisdiction, an evaluation of the certificated employee shall be completed prior to such transfer.
2. If a certificated employee resigns during the school year, an evaluation shall be completed prior to the resignation date.
3. If the Evaluator contemplates recommending that a certificated employee be placed on probation, the Teacher must be informed of this possibility on or before January 15.
4. Evaluation Reports shall note if there were any constraining or facilitating factors present in the observation setting that directly impact the instruction observed. Such factors may include, but are not limited to: class size, availability of supplies, course and curriculum guidelines, and an assignment outside of the employee's experience or certificated areas of competence.

5. Each Formal Evaluation shall specify the length of times and dates of the observations upon which it is based.
6. A certificated employee who disagrees with the content of their Evaluation Report shall have the right to attach thereto their own written explanation concerning the area(s) of disagreement.
7. The final summative evaluation shall be promptly forwarded to the District Personnel Office for filing in the certificated employee's personnel file. No document relating to the evaluation process other than the Evaluation Report and the certificated employee's attached statement of disagreement, if there is one, shall be placed in the certificated employee personnel file.
8. The use of the formal probationary process will not be a requirement for Teachers during their provisional contract years.

P. Support for Unsatisfactory or Basic Rating

1. In order to provide an optimal opportunity for Teachers to improve their performance, when a Teacher receives a summative rating below Proficient, the following conditions and provisions shall be granted to the Teacher to support their professional development during a period of probation:
 - a. For the duration of the probation, the Teacher's class size will not exceed the limits established in this agreement.
 - b. The Teacher shall be granted two (2) days of leave to observe colleagues' instruction.
 - c. The Teacher may be granted an additional certificated Evaluator if requested.
 - d. The District shall prevent the Teacher from being assigned to multiple classrooms/locations more frequently than others with similar teaching responsibilities.

Q. Evaluation During the Probationary Period

1. RCW 28a.405.100 (4a) defines programs of improvement and probationary status.
2. Beginning after completion of the 5th year of experience, a Teacher shall be placed on probation if:

- a. The Teacher has received two consecutive summative comprehensive ratings of Basic or two summative comprehensive ratings of Basic within three consecutive years, OR
 - b. The Teacher receives a summative comprehensive rating of Unsatisfactory.
- 3. An employee who is on a plan of improvement must be removed from probation if they have demonstrated improvement in the areas prescribed as deficient. The employee must be removed if a Teacher with five (5) or fewer years of experience scores at Basic or above and an employee of more than five (5) years scores at Proficient or above RCW 28a.405.100 (4b).
- 4. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
- 5. In the event that an Evaluator determines that the performance of an employee under their supervision merits probation, the Evaluator shall report the same in writing to the Superintendent on or before January 31. The report shall include the following:
 - a. The evaluation report prepared pursuant to the provisions of this agreement, and
 - b. A recommended specific and reasonable program designed to assist the employee in improving their performance.
- 6. If the Superintendent concurs with the administrator's judgment that the performance of the employee is Unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of not less than sixty (60) school days any time after October 15 and ending May 15. The probationary period may be extended into the following school year if the employee has five (5) or more years of teaching experience and the final summative rating as of May 15th is less than Basic. Before being placed on probation, the employee shall be given notice of action of the Superintendent which notice shall contain the following information:
 - a. Specific areas of performance deficiencies;
 - b. A suggested specific and reasonable program for improvement;
 - c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the

opportunity to demonstrate improvement in their area or areas of deficiency.

7. Evaluation During the Probationary Period

- a. At or about the time of the delivery of a probationary letter, the Evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The District, the Association or the probationer may request an independent observer to assist during the probationary period. If the District and the Association concur on the use of an observer, the fees and expenses shall be jointly shared.
- b. During the probationary period the Evaluator shall meet with the probationary employee at least twice a month to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
- c. The probationary employee may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the Evaluator in those areas specifically detailed in their notice of probation.

8. Evaluator's Post-Probation Report: Unless the probationary employee has previously been removed from probation, the Evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

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

9. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph (g) above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination pursuant to law.
 10. Records of probation and supporting documentation for an Unsatisfactory evaluation will be maintained in the employee's file for three (3) years and upon request, if no further Unsatisfactory analysis is made in the interim, will be removed and destroyed.
- R. Representation Rights: Each certificated employee shall have the right to request and the right to have a representative of their choice present during all evaluation and probation conferences. The certificated employee shall inform the Evaluator in advance whenever such representative will be present.
- S. Scoring Methodology
1. For a comprehensive evaluation, the Teacher shall receive a summative score of 1 (Unsatisfactory), 2 (Basic), 3 (Proficient), or 4 (Distinguished) for each of the eight state criteria.
 2. Within each criterion are components, whose purpose is to aid the Evaluator in determining the overall criterion score. In a given criterion, at least half of the components shall be scored in order to arrive upon the overall criterion score. The components to be used to determine the summative criterion score shall be collaboratively determined by the Teacher and Evaluator at or before the mid-year check, with final approval by the Evaluator. The component scores shall be used holistically by the Evaluator to determine the criterion score based upon a preponderance of evidence, limited only by provisions elsewhere in this section.
 3. For comprehensive evaluations, the sum of the eight criterion scores shall determine the Teacher's "preliminary" summative rating, following the scoring bands established by OPSI:
 - 8-14—Unsatisfactory
 - 15-21—Basic
 - 22-28—Proficient
 - 29-32—Distinguished
 4. For comprehensive evaluations, student growth ratings shall be arrived upon by referring to the state student growth rubrics SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG

8.1. The sum of these five scoring rubrics shall be used to determine a Teacher's summative student growth rating, as established by OSPI:

- 5-12—Low
- 13-17—Average
- 18-20—High

5. For comprehensive evaluations, if an employee receives a Distinguished summative score and a Low student growth score, they must be automatically moved to the Proficient level for their summative score. If an employee receives a Low student growth score they must engage in at least one of the following:
 - a. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
 - b. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
 - c. Conduct two (2) additional thirty-minute (30) observations;
 - d. Schedule monthly conferences with Evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
 - e. Create and implement a professional development plan to address student growth areas.
6. When determining a summative rating for Comprehensive evaluations:
 - a. When there is more than one (1) component, if a "Distinguished" is scored, the overall criterion score cannot be lower than "Basic."
 - b. When there is more than one (1) component, if an "Unsatisfactory" is scored, the overall criterion score cannot be higher than "Proficient."
 - c. When there is more than one (1) component, if a "Distinguished" is scored, the overall criterion score cannot be lower than "Basic."
 - d. When there is more than one (1) component, if an "Unsatisfactory" is scored, the overall criterion score cannot be higher than "Proficient."

7. For a Focused Evaluation Option (FEO), the teacher shall receive a summative score equal to or higher than the teacher's most recent summative comprehensive evaluation (WAC 392-191A). When evaluated on the focused evaluation option, the teacher will establish student growth goals. If criterion 3, 6 or 8 are selected for the focused option, Evaluators will use those selected student growth rubrics for offering feedback about goals. If criterion 1, 2, 4, 5, or 7 is selected, Evaluators will use criterion 3 or 6 scoring rubrics for offering feedback about goals.

T. Focused Evaluation Option

1. The Focused Evaluation Option (FEO) focuses on improvement of teaching skills, content knowledge, techniques, and abilities. If an employee has scored at Proficient or higher the previous year, they may choose to be evaluated using the FEO. The employee can stay on the FEO for up to five (5) years before returning to the Comprehensive Evaluation.
2. Prior to the Pre-Observation Conference, the Teacher shall self-assess on all eight criteria using an agreed-upon self-evaluation form, no later than six (6) weeks after the first student attendance day.
3. The Teacher and the Evaluator shall meet to discuss and begin goals for the year no later than nine (9) weeks after the first student attendance day.
4. The state criterion for focused evaluation shall be proposed by the employee at or before the first pre-observation conference, and must be approved by the Evaluator.
5. The professional growth activity or goals must be tied to at least one 1 of the eight 8 state evaluation criteria.
6. The role of the Evaluator is to assist the employee in developing the professional growth activity and then to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement it.
7. The employee will receive a final summative score as defined in the section "Scoring Methodology."
8. A group of Teachers may focus on the same evaluation criteria and share professional growth activities.

9. All observation requirements, excluding those related to provisional employees, set forth in this Article shall apply to the FEO, minimally involving one formal observation cycle.
10. Per WAC 392-191A, should an Evaluator have performance concerns about a Teacher on the focused option, the Evaluator may shift the Teacher to a comprehensive evaluation no later than December 15th.

U. Evaluation Results

1. Evaluation results shall be used:
 - To acknowledge, recognize, and encourage excellence in professional performance.
 - To document the level of performance by an employee of their assigned duties.
 - To identify discrete areas according to the criteria included on the evaluation instrument in which the employee may need improvement.
 - To document performance by an employee judged Unsatisfactory based on the evaluation criteria.
2. Beyond reporting requirements mandated by the Office of Superintendent of Public Instruction, evaluation results shall not be:
 - Shared or published with any Teacher identifying information.
 - Shared or published without notification to the individual and Association.
 - Used to determine any type of base or additional compensation.
 - Used solely to determine assignment or placement.
3. Evaluators shall not consider school or District-wide scores when evaluating individual scores, i.e. nothing prohibits an Evaluator from evaluating all Teachers as Distinguished within a school.

- V. Non-Renewal for Provisional Employees: Before non-renewing a first (or applicable second or third) year provisional employee, the Evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies. Reference RCW 28a.405.220 for rights and limitations regarding provisional employees.

- W. A teacher's evaluation may not be negatively impacted if a teacher chooses to use curriculum or instructional materials that address subject matter related to sexual orientation including gender expression or identity so long as the subject matter is age-appropriate and connected to the teacher's content area consistent with "District acceptable materials use".

Section 3.21 Personnel Files

- A. The District will adhere to the provisions of the State Law regarding the certificated employee's right to inspect personnel files. (RCW 28A.405.250) Certificated employees will have the right to inspect their individual files with another certificated member of the Camas District or with their legal or professional counsel present. The District reserves the right to have an observer present when the file is inspected. Under no circumstances is the material to be taken from the file or modified without the express written approval of the Superintendent; provided, however, at the time of each inspection each employee shall have the right to initial and date the materials to verify the contents of the personnel file. Copies of any documents contained therein shall be afforded to the employee at District cost.
- B. No other personnel file shall be kept anywhere in the District, provided that any file for student due process hearings and for the disposition of grievances shall be maintained separately from the employee's personnel file; provided, further, that administrators may keep individual working files as necessary for personnel, administration and evaluation. All dispositions of grievances shall be destroyed three (3) years after the date the decision was rendered.
- C. No material shall be kept in the employee's personnel file without first being shown to the employee within ten (10) days of its receipt or creation by the District.
- D. Material from the personnel file reviewed by an employee and judged by the employee to be derogatory to their conduct, service, character, or personality may be answered and/or refuted in writing. Such written response shall be attached to the aforementioned materials and become part of the written personnel records and kept in the file; provided, however, that responses to evaluations shall be made only at the time of evaluation and in accordance with the Evaluation Procedure. Disagreement by an employee with the content of the employee's personnel file may be a matter to be pursued through the negotiated grievance procedure.
- E. No materials deemed derogatory by the certificated employee shall remain in their file for longer than three (3) school years, except upon the written request of an employee to the Talent Development Director, any written discipline issued by the District will be removed

from an employee's personnel file when: i) the written discipline is dated more than three (3) years prior to the employee's written request; and (ii) the employee has no other written discipline during the three (3) year period. The Superintendent may maintain the material in the file beyond the three (3) years in special cases, and notice shall be given to the individual and Association.

Section 3.22 Certificated Employee Protection

- A. The District will provide insurance protection for any certificated person covered by this Agreement against financial loss and expense arising out of any claim, demand, suit or judgment by reasons of alleged acts of omission or negligence causing bodily injury to person or persons, or destruction of property of others, provided such member at the time of the alleged accident was acting within the scope of their duties. Liability insurance will protect against loss caused by bodily injury, or caused by libel, slander, and invasion of privacy to the limit of \$500,000.00 each person so injured. Damage to property of others will be insured to a limit of \$100,000.00.
- B. Personal Property: Provided, the certificated employee exhausts their liability insurance whether it is provided through their membership in an organization or by the member personally. The District or its insurer(s) will reimburse the employee, as obligated by statute, for loss or damage of not less than \$10.00 or more than \$500.00 to personal property, including vehicles, caused while the employee is engaged in (1) the maintenance of order and discipline, or (2) the protection of school personnel, school property or students, or (3) the loss of personal property used in the instructional process. In the event a loss for personal property used in the instructional process is claimed, the loss must arise from fire, water, earthquake, malicious damage by students, or theft from a secured area. Equipment must be registered and its use authorized by the employee's immediate supervisor before its use in the instructional process. The dollar value will be determined at the time the item is registered.
- C. This section is subject to immediate and mandatory negotiations in the event the insurance program of the District is terminated by some action initiated by agencies outside the District.
- D. Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify their principal, or in their absence or inaccessibility any District administrator, and if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the principal or other administrator in cooperation with the employee to provide for the employee's safety and assist in contacting law enforcement authorities, if appropriate. Steps may include notifying law enforcement and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee by the administrator at the earliest possible time.

- E. Assaults: Any employee who is physically assaulted by any person or group while carrying out assigned duties shall immediately notify their principal, or in their absence or inaccessibility any District administrator. The District will respond promptly and provide assistance in connection with the handling of the incident by law enforcement and judicial authorities if necessary.
- F. Absence Due to Attack on the Job: Whenever an employee is absent from employment as a result of a physical attack sustained in the course of employment, the employee shall be paid full salary for the period of absence for up to twelve (12) months if the injury is the result of a physical assault, from the date of the injury, ~~less the amount of an L&I compensation awarded~~. No part of such absence shall be charged to any accumulated leave.
- G. Absence Due to Injury on the Job: Absence due to an injury incurred on or around the District premises in the course of the employee's employment or as a direct result of the employee's performing professional duty, except in cases of physical attack, shall be compensated as provided under the Workmen's Compensation section.
- H. Property Replacement: The District shall reimburse employees for replacement of clothing or other personal property damaged or destroyed during the course of an attack or assault on the employee while the employee is engaged in the duties of his/her their employment. Verification of replacement is required, and reimbursement of up to \$250 shall occur with submission of original receipts. Claims for loss must be filed within 5 days after the damage or loss.
- I. Student Discipline/Behavior Reporting: All employees responsible for direct supervision of any students who evidences symptoms or behaviors that could present a health or safety problem to employees or other students shall be informed by the administrator within 3 days of occurrence. Information shall include reports of exceptional misconduct or identified behavior problems.
- J. New Students: Employees will be notified one day in advance of placement of new students in their class when allowed by law. The one day advance notice is to provide the teacher time to become informed of the student's academic and behavior history, as well as any information regarding special education, 504's, or parent concerns.
- K. Locked Storage: The District shall provide a locking storage facility in each school building in order that employees covered by this Agreement may secure District or Associated Student Body Funds.

Section 3.23 Children of Staff Attending Camas Schools

- A. Pursuant to RCW 28A.225.225, the District shall allow the children of certificated employees who have been enrolled on boundary exceptions, to remain enrolled in their respective school until the student (s) has/have matriculated through all grade levels at the respective school.
- B. In the event the certificated employee transfers to a different school in the District, they shall have the option to enroll their student(s) in their newly assigned school.
- C. In the event a certificated employee has children who were enrolled on boundary exceptions, and have matriculated through the respective elementary school(s), their children shall be allowed to remain enrolled through the District's identified feeder middle and/or high school.

Section 3.24 Roving Teachers

When a secondary teacher is assigned a schedule that requires moving between different classrooms over the course of the day, and such moves are not the result of unique facility needs (i.e. lab space, field space, or technical work areas), no teacher shall be assigned as a roving teacher for a second time until all members of their respective department (or those with similar teaching responsibilities) shall have served as a roving teacher a first time. Such an equitable rotation shall continue for subsequent years' assignments.

Section 3.25 Recording of Certificated Employees

- A. No electronic device shall be used to listen to or view a certificated employee or group of certificated employees, by the evaluator, in their designated classroom or work area without their permission.
- B. The provisions of the paragraph above are not intended to prevent the District from utilizing security cameras in common areas such as parking lots and school hallways.

Section 3.26 Counselors

- A. Each counselor shall annually receive the following supplemental days:

Elementary Counselors	8 days
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<u>CCA Counselors</u>	<u>8 days</u>
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Middle School Counselors	10 days
Hayes Freedom HS and Discovery HS Counselors	10 days
Camas HS Counselors	11 days

Extended Days: By June 1, prior to the upcoming school year, the counselor shall confer with administration to develop a plan for how extended days will be used during the year. This includes designation of evening events to ensure appropriate counseling responsibilities (family/community events) are satisfied. Teams of counselors serving the same building shall coordinate extended days/evenings to meet building/student needs.

- B. Appropriate Duties for School Counselors: The principal and counselor shall collaborate to ensure that the job description and responsibilities for the counselor meet the needs of the building and are aligned with guidelines of the American School Counselor Association "Appropriate Activities for School Counselors" as described in Appendix D.
- C. ~~Counselors who serve as the manager for more than thirty (30) 504 plans shall receive 1 additional supplemental day of pay and for more than forty five (45) plans will receive 2 additional days provided monitoring occurs at least twice annually.~~

Counselors who are managers for 504 plans, shall receive the following pay at per diem:

<u>2023/2024</u>	<u>28 or more 504 plans: 1 additional day of pay</u>
	<u>45 or more 504 plans: 2 additional days of pay</u>
<u>2024/2025</u>	<u>27 or more 504 plans: 1 additional day of pay</u>
	<u>42 or more 504 plans: 2 additional day of pay</u>

Monitoring will occur at least twice annually. Should a counselor have a caseload over 50 504 plans, the District shall meet with the building counseling team to redistribute caseloads. If redistribution does not reduce the overload to less than 50, the District and CEA will negotiate an agreed upon remedy.

- D. Evaluation of School Counselors:

At minimum, the Counselor and their supervisor shall:

1. Meet by November 1 to discuss professional goals for the year;

2. Arrange for at least one mutually agreed upon formal observation cycle consisting of a pre-observation meeting, an observation (at least 30 minutes) where the supervisor observes the counselor in the conduct of his/her duties, and a post-observation meeting for the counselor and supervisor to discuss what was observed, feedback for growth and improvement, and next steps;
3. Meet for a Mid-Year formative evaluation conversation between December 1 and April 1, to discuss progress toward professional goals and continued improvement of practice;
4. Meet by May 15th (if the counselor is in provisional status) or before the end of the school year for a summative evaluation conversation about the counselor's job performance.

Section 3.27 Teacher-Librarians

- A. Staffing: Each elementary school shall be staffed at a minimum of .2 FTE for every 100 students enrolled in the building up to 1.0 FTE. If building enrollment exceeds 600, the following shall occur:
 1. Review current responsibilities within the building (i.e. committees)
 2. Provide additional daily hours of paraeducator support (1 additional hour for above 601 students and 2 additional hours for above 650 students)
 3. Consider supplemental contracts for the Teacher Librarian
- B. Each secondary school serving a minimum of 750 students shall be staffed, minimally, by a full time (1.0 FTE) Teacher Librarian.
- C. Library Administration: Administrative time is for the purpose of managing the physical facility, circulation, budget, inventory, library-specific technology, and organization of the library. Teacher Librarians shall be provided para-educator support for the administration of the library circulation, facilities, and technology.
- D. Planning time for Teacher Librarians: In each building, the Teacher Librarian shall create a schedule to define protected planning time and library administration time. If scheduling challenges impact the ability to define the planning time, the Teacher-Librarian shall meet with the building principal to create a schedule that identifies this time.
- E. In elementary schools, planning time is intended for developing materials and lessons for classes that come to the library for instruction led or co-led by the Teacher Librarian.

- F. Secondary Teacher Librarians directed by administration to teach a recurring course for which they manage the planning, instruction and assessment shall be provided additional paraeducator time, arranged by the building administrator, to allow the library to remain open for student access.

Section 3.28 Music Teachers

- A. The District shall schedule two (2) meetings annually for K-12 Music Department alignment, for all CSD music teachers during Early Release Wednesdays
- B. Certificated Music employees who are required to pay annual dues to their professional organization in order for Camas School District students to be eligible to complete/perform in honor groups and solo and ensemble events, shall be allowed to submit their annual dues receipt to the District for reimbursement.

Section 3.29 Title IA/Learning Assistance Program

- A. Intervention Teachers shall be assigned no more than eight (8) groups of up to four (4) students per day. Should the students served exceed 36, the Association and District will convene to discuss the appropriate remedy.
- B. Interventionists shall be scheduled at no more than two (2) buildings. Travel time of 30 minutes within a day, shall count as one (1) group.
- C. Intervention services are based on rank order and staff FTE, to determine students served at each building.
- D. Interventionists shall work with building administrators to create a manageable daily/weekly schedule and student load, which includes identified student instructional blocks for working with students, lunch, breaks, and planning time.
- E. Due to projected change in the Interventionist Model in 2024-2025 school year, the District and Association will reconvene by June 2024 to draft a Memorandum of Understanding.

Section 3.30 Portables

Section 3.28—Portables

- A. Certificated assigned to a portable shall have the following minimum conditions:
 - 1. Climate to be consistent with interior classrooms (fans/heaters to be provided upon request).
 - 2. Storage for students and teachers
 - 3. Restroom and water access within proximity
 - 4. Security features comparable to the main building
 - 5. Crisis materials responsive to remote location and comparable to main building
- B. Administrators from each site shall work with staff to coordinate basic necessities.
- C. During extended breaks, temperature sensitive supplies can be moved to the main building. Large and or heavy objects, upon employee request, will be moved by maintenance/custodial staff into the building.
- D. Assignment to portables will follow an equitable rotation. Such moves shall be eligible for in-building movement pay pursuant to Article III. Section. 3.18, 4.

ARTICLE IV. INSTRUCTION

Section 4.01 ~~Introduction~~ Class Size

Consistent with community expectations for positive student outcomes and to align with the district’s mission to see and serve each student, the parties acknowledge the following class size considerations.

In order to promote student academic and social engagement, student growth and outcomes, increased graduation rates, high-quality instruction in every building, individualized student support, and positive learning environments, the following class size parameters are established.

A. Elementary Class Size

Every reasonable effort will be made to equalize workload among teachers in a school as early in the year as possible and throughout the year as necessary.

<u>Class Size</u>	<u>K</u>	<u>1-2</u>	<u>3</u>	<u>4-5</u>
<u>2023-2024</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>24</u>
<u>2024-2025</u>	<u>21</u>	<u>22</u>	<u>22</u>	<u>24</u>

1. Prior to October 1, when a class exceeds the Class Size, the affected teacher will receive \$10.00 per student per day for each student above the Class Size. Should every Class Size in a grade level exceed the class size by one (1) or more on the last student day of September, a new section will be created.
2. When a new section needs to be created, if no classroom space is available, how to best distribute the additional required FTE shall be decided mutually between the teacher(s) and the administrator(s) and submitted to the District and Association for agreement.
3. Starting October 1, the overload relief provided in 1.b., above will remain in effect. Should a class within a grade level at a school exceed the Class Size by two, each affected teacher shall receive continued overload pay or two (2) hours of instructional para support per day. Should a class exceed the Class Size by three or more, the affected teacher will receive \$15.00 per student per day for each student above the maximum, and three hours of instruction para support.
4. Combination classes composed of two (2) grade levels shall be two (2) students less than the above stated maximums. Only when no other option is available shall a combination class be assigned to an employee in their first or second year of

professional teaching. Each circumstance where this action is considered to be the only option available to the District shall be subject to association review prior to implementation.

- 5. Elementary special needs students, regardless of the amount of time spent in the classroom, shall be counted as a full-time student for the teacher to whom they are assigned for employee/student ratio purposes.

B. Secondary Class Size

Secondary Class Sizes are intended to promote academic and social engagement, student growth and outcomes, increased graduation rates, individualized student support, and positive learning environments.

At the secondary level, the class size maximums below shall be implemented at the beginning of the 2023-24 second trimester, second semester, or third quarter as applicable to the building. Prior to this time, the provisions of the 2020-23 CEA Collective Bargaining Agreement Sections 4.01-4.04, the 2022 Secondary Health and Fitness MOU, and the 2021 Secondary Overload MOU shall apply.

<u>Baseline Class Size/</u>	<u>6 Base/Max</u>	<u>7-8 Base/Max</u>	<u>9-12 Base/Max</u>
<u>Maximum Class Size</u>			
<u>2023-2024</u>	<u>30/33</u>	<u>31/34</u>	<u>32/35</u>
<u>2024-2025</u>	<u>29/32</u>	<u>30/33</u>	<u>31/34</u>
<u>AP/Honors</u>			<u>33/36</u>
<u>Fitness</u>	<u>34/37</u>	<u>34/37</u>	<u>34/37</u>

Baseline and Maximum Class Size numbers include Health.

Baseline and Maximum Class Size numbers exclude Large Ensemble

Music classes (band, choir, orchestra, etc.), Zero Period Advanced Sports Training, and Drama Ensemble Performance classes.

1. Overload Relief

Teachers will start receiving overload relief starting on October 1st. Relief will be applied as follows:

a. No individual class will be four (4) or more students beyond the Baseline Class Size. In the event this occurs, the district will reduce the overload by the end of the academic term so this limit is not exceeded.

b. For each class that exceeds the Baseline Class Size:

One student over = \$2 per day

Two students over = \$4 per day

Three students over = \$10 per day

Four students over = \$18 per day, requires rebalancing and/or an exception per 3 below.

c. Should a class go over the Maximum Class Size, the district shall:

- Transfer or rebalance students; or
- Hire additional staff; or
- Create new sections; or
- Other options discussed in Section 3 below

d. No teacher shall have more than 3 classes at or above the Maximum Class Size, unless mutually agreed upon (see Class Size Exceptions).

e. Science Lab Classes: When the total number of students that are above the Baseline Class Size within all sections of a single course (such as chemistry, AP chemistry and physical science) equal to or greater than twenty-eight, a new section shall be created at the beginning of the next grading period. For example, if there are fourteen sections of chemistry, and each section has two more than the Baseline Class Size, the total of students over the Maximum Class Size is twenty-eight. This number equals twenty-eight, so a new section is created at the beginning of the next grading period.

2. Secondary Class Size Exceptions

a. A class may exceed the Maximum Class Size limits set forth in 2 above, subject to the following:

b. The teacher and building administrator shall submit a joint proposal describing support that will be provided to the overloaded teacher.

c. In addition to the support in the proposal, the overload relief outlined in 2 above, will remain in effect, excluding Large Ensemble Music

classes (band, choir, orchestra, etc.), Zero Period Advanced Sports Training, and Drama Ensemble Performance classes.

- d. The proposal will be submitted to the appropriate Director of Education and the CEA president. If the parties mutually agree, the proposal may be approved.
- e. Additional overload placements beyond the agreed upon initial proposal must be submitted per the process above.
- f. If an overload is required as an exception without the agreement of the affected teacher, that teacher will receive the following stipend(s) per occurrence per academic period: Quarters = \$250, Trimester = \$333, Semester = \$500.

C. Other class size considerations (Elementary & Secondary):

- 1. Should overload result where children of District employees have been allowed into the classroom based on a boundary exception, in lieu of the remedies below, the teacher of that student shall be entitled to receive one release day per trimester (elementary and middle school), per semester (Camas HS/Discovery) and per quarter (Hayes Freedom HS).
- 2. Employees have the option of overload pay or paraprofessional support:
 - a. When the class size reduces to the base class size or lower during a given month, and the employee has option for pay, the pay will not be reduced until the beginning of the subsequent month, based on the new count.
 - b. When the class size reduces to the base class size or lower during a given month, and the employee has opted for paraeducator support, the paraeducator time will not be reduced until the beginning of the subsequent monthly period.

~~The District and CEA agree that the number and kinds of students in a class are major factors that have an impact on teacher work load and affect the instructional and learning process. 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 throughout the year as necessary. If elementary class sizes cannot be balanced across a grade level, any teacher with a class size greater than the maximum shall receive the overload remedy. In addition the District and CEA agree that individual needs and abilities of each student must be taken into consideration. To increase the teaching effectiveness and learning opportunities for all students, the following provisions of this section shall apply:~~

Table 4.01

Grade Level	Average Class Size Max
K-5	24* **Overload paid to impacted employee over grade band at max *\$10 per student, per day, above the individual class size or hours staff assistant per day at 25 and an additional .5 hour staff assistant for every student thereafter.
6-8	30:1* *Average based on a 5 period day *\$7 per student, per day, over the daily load of 155 student per day.
9-12	31:1* *Average based on a 5 period day *\$7 per student, per day, over the daily load of 160 student per day.
Health & Fitness Class 6-12 6-8	Classes will not exceed 35-34 students *\$7 per student, per day, over the daily load of 204 student per day (excluding Fridays at Liberty based on their current health/fitness schedule).
Health Class 9-12	No individual Health Class 9-12 can exceed 35 based on a 5 period day *\$7 per student, per day, over the daily load of 175 student per day
Fitness Class 6-12 9-12	Classes will not exceed 40 students based on a 5 period day *\$7 per student, per day, over the daily load of 200 student per day
MS Music: Instrumental and Choral	45:1* Average based on a 5 period day
HS Music: Instrumental and Choral	65:1* Average based on a 5 period day

Section 4.02 Class Size Specialist Overload

- A. Combination classes composed of two (2) grade levels shall be two (2) students less than the above stated maximums. Only when no other option is available shall a combination class be assigned to an employee in their first or second year of professional teaching. Each circumstance where this action is considered to be the only option available to the District shall be subject to association review prior to implementation.

- ~~B. Elementary special needs students, regardless of the amount of time spent in the classroom, shall be counted as a full-time student for the teacher to whom they are assigned for employee/student ratio purposes.~~
- ~~C. At an elementary site, within a grade level, when all classes have reached the maximum for five consecutive days in September and October, the District will create a new section provided space is available. If no space is available and/or from November on, how to best distribute the additionally required FTE shall be decided mutually between the teacher(s) and the administrator(s) and submitted to the District and association for review.~~

A. Elementary Music and PE.

1. Assignment:

- a. Elementary Music and **Library** teachers will be assigned no more than **forty (40)** thirty-minute sections, or **twenty-seven (27)** forty-five minute sections, or some appropriate combination of section number and duration to achieve equivalent student instructional contact time.
- b. PE teachers will be assigned no more than **forty (40)** thirty-minute sections.
- c. Music, Library and PE teachers **shall receive the same amount of planning time as classroom teachers (see Section 3.04).**
- d. Remaining unassigned time shall be protected to facilitate management and development of materials, lessons and facilities in pro-ratio to individual's FTE and 40 section limit.
- e. If a Music, **Library** or PE specialist is assigned to multiple buildings in a given day, each instance of travel time between buildings shall supplant one section of instruction. **The District shall make every reasonable effort to ensure Specialists are not assigned to more than two (2) sites.**

2. **Elementary Specialist Overload:**

- a. **Should a** Music, Library or PE teacher specialist, together with the Association, may agree to the following section overload remedies: **be assigned over forty (40) sections, they shall choose one (1) of the following remedies:**
 - i. A stipend of **\$600** ~~\$400~~ per section over, per grading period.

- ii. Up to two release days per section, per grading period, **not preceding or following a holiday, for teacher directed planning & preparation.**
- iii. \$400 toward the purchase of materials, per grading period.
- iv. Library only: provide additional daily hours of paraeducator support one (1) additional hour for above **575** ~~601~~ students and 2 additional hours for above **650** ~~600~~ students.

3. **Scheduling:**

- a. No more than nine (9) thirty-minute or six (6) forty-five minute sections shall be scheduled in a regular school day, and no more than six (6) thirty-minute and four (4) forty-five minute sections on early release Wednesdays.
- b. No more than four (4) thirty-minute or three (3) forty-five minute sections shall be scheduled contiguously without a break of at least 5 minutes for the employee. Passing time shall not constitute a break.
- c. In order to facilitate the feasibility of transitioning equipment and instructional space from one section to the next, every effort shall be made by the building to schedule adjacent sections of the same grade level or grade levels in close developmental proximity.
- d. The Music, **Library** and PE specialist shall work with the principal to develop a schedule that ensures adequate passing and transition time, as well as designated planning time.
- e. Class Size: Music, **Library** and PE teachers shall be subject to the same limits specified in Sections 4.01 and 4.02 of this agreement. In the event that a Music, Library or PE teacher serves five (**5**) or more sections per week which are in excess of the stated size limit, the Music, **Library** or PE teacher shall receive a **\$300** ~~\$100~~ stipend per grading period.

4. Extra Duties -

- i. Music: In recognition that the role of Music specialist has traditionally involved performances that extend beyond classroom instruction and/or the regular school day, additional duties for the elementary Music

specialist shall be compensated as provided in the co-curricular assignment section of this agreement [See Appendices].

5. Use of PE Facilities by Outside Organizations: Instructional or gymnasium space used for Physical Education is utilized by outside organizations who schedule facility use through Camas Community Education. In the event that such use results in the disruption of the academic space to the extent that the Physical Education teacher must reset, replace, fix, correct, or otherwise invest time to return their instructional space to its original state, the teacher shall immediately alert the building principal for a remedy or resolution. This remedy may include compensating the teacher on a certificated time card for significant additional time invested to return the learning environment to its original state.
6. Collaboration: Principals and Music/PE specialists shall collaborate to ensure meaningful access to content-relevant PLC collaboration among the other specialists throughout the District. To achieve this, the principals and Music/PE specialists shall coordinate times that specialists may be released from building-level obligations, collaboration or meetings in order to accomplish collaboration with job-alike roles in other buildings. The PLC for an elementary specialist shall be their job-alike, cross District PLC. Elementary Music/PE specialists shall not be required to serve on a greater number of PLCs than what is required of classroom teachers.
7. **Library Administration: Administrative time is for the purpose of managing the physical facility, circulation, budget, inventory, library-specific technology, and organization of the library. Teacher Librarians shall be provided para-educator support for the administration of the library circulation, facilities, and technology.**
8. For those who travel in between buildings, which require the use of a car to travel the distance of one mile or more, one thirty (30) minute class will be scheduled to accommodate travel to each site and counts as a section. The District shall pay the IRS mileage rate between buildings. Aside from the mileage allowance, this paragraph shall not pertain to ESA's or TOSA's.

B. **Secondary** Music Specialist Overload:

1. MS Music: Instrumental and Choral: will have a per teacher average of 45 students per period based on a five period day. If a class size exceeds 70, the teacher may request paraprofessional support for that class.

2. HS Music: Instrumental and Choral: will have a per teacher average of 65 students per period based on a five period day. If class size exceeds 80, the teacher may request paraprofessional support for that class.

Section 4.03 Monthly Class Counts

- A. Within the first fifteen (15) student days of each school term, class loads will be reviewed by the District. At this time, the District shall reassign students, create combination classes, review overload options with the teacher, or create a new section and transfer and/or hire additional personnel.
- B. After this date, the District shall run a monthly student count, October 1 through ~~May~~ June 1, to assess the classroom overload. Overload pay is figured monthly on the first working day of the month, October through ~~May~~ June, and is paid in the February and ~~June~~ July checks. The District shall contact impacted employees within three (3) days of the monthly count to select their preferred overload relief. In the event the notice and confirmation does not occur the remedy shall default to the paid option.

Section 4.04 Class Size Overload Options

- ~~A. Should overload result where children of District employees have been allowed into the classroom based on a boundary exception, in lieu of the remedies below, the teacher of that student shall be entitled to receive one release day per trimester (elementary and middle school), per semester (Camas HS/Discovery) and per quarter (Hayes Freedom HS).~~
- ~~B. Employees have the option of overload pay or paraprofessional support:
 1. When the class size reduces to the base class size or lower during a given month, and the employee has option for pay, the pay will not be reduced until the beginning of the subsequent month, based on the new count.
 2. When the class size reduces to the base class size or lower during a given month, and the employee has opted for paraeducator support, the paraeducator time will not be reduced until the beginning of the subsequent monthly period~~
- ~~C. Music Specialist Overload:
 1. MS Music: Instrumental and Choral: will have a per teacher average of 45 students per period based on a five period day. If a class size exceeds 70, the teacher may request paraprofessional support for that class.~~

- ~~2. HS Music: Instrumental and Choral: will have a per teacher average of 65 students per period based on a five period day. If class size exceeds 80, the teacher may request paraprofessional support for that class.~~

Section 4.04 Discipline Guarantee

~~Section 4.05 Discipline Guarantee~~

- A. In the maintenance of a safe and sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws. The Board, Superintendent and building principals shall support and uphold certificated employees in their legitimate efforts to maintain discipline in the District and shall give timely response to all employees' requests regarding discipline problems. The authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of their responsibility and authority to control and maintain order and discipline, employees must use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.
- B. An employee is allowed by laws to use such force as is necessary to protect him or herself, a fellow employee or administrator, or a student from verbal or physical attack or injury. The principals of each building shall, during the first faculty meeting each year, distribute and explain the discipline procedures of their schools and the policy of the District relating to discipline. Such explanation shall clearly state employee responsibilities including required documentation, chain of command to be used, required time lines and a definition of each degree of discipline including corporal punishment and the conditions and circumstances under which such punishment is to be administered.
- C. One copy of the written discipline procedure will be provided for each teacher and two (2) will be given to the Association yearly. The principal of each building shall arrange for a discussion of students and teachers rights and responsibilities with all teachers in their building. It is also agreed that, as the need arises within the District or school, discussions with the teachers be arranged reviewing student/teacher rights and responsibilities and any recent changes in District policy, state or federal law or court ruling relating to the above. In the event any employee has any question or concern regarding this section, they shall immediately contact their supervisor.
- D. In the event a teacher has excluded a student and has notified the respective Administrator, and prior to the student returning to class, the Administrator shall privately confer with the classroom teacher and provide information to the teacher regarding corrective action and

expectations. The teacher will contact the student's parent/guardian to explain why the student was excluded, including expectations for future behavior.

- E. **If a restorative conference/reentry is scheduled, the impacted teacher shall be invited to attend. If this conversation is scheduled during instructional time, the teacher's class will be covered.**

Section 4.05 Classroom Interruptions

~~Section 4.06 Classroom Interruptions~~

The continuity of the teaching process is generally broken when the class session is interrupted by visitors. Procedures for class visitations will be determined by the principal in consultation with the building staff at the first regular teachers' meeting of the school year.

Section 4.06 Academic Freedom

~~Section 4.07 Academic Freedom~~

The certificated employees will have the right to use the teaching methods best suited to their classroom needs, subject to accepted standards of professional responsibilities and professional training. Subject matter to be taught is determined by the District through the adopted goals and curriculum guides as well as those areas prescribed by Washington State Law and the rules of the State Board of Education.

Section 4.07 Curriculum Adoption

~~Section 4.08 Curriculum Adoption~~

- A. When a grade level or content curriculum is being adopted across buildings or District-wide, the District shall establish a curriculum review and adoption committee consisting minimally of representatives from the grade levels and content areas to be impacted by the adoption. Teachers whose assignments require them to implement the new curriculum shall be invited to participate in the exploration, testing, and decision-making around curriculum purchase. During all phases of the adoption, the District shall (minimally) provide quarterly updates about the adoption process and progress as well as any decisions made.
- B. Upon the decision to purchase or adopt new curriculum materials for broad use, the District shall further collaborate with teachers to design an implementation and professional learning plan. Training shall be provided to all teachers who are expected to implement the

new curriculum. Teachers will be expected to use the adopted curriculum as determined by the joint District/teacher adoption committee.

Section 4.08 New Programs

Section 4.09 New Programs

When the District adopts new programs, it may provide training and collaboration time, scheduled within the workday. When appropriate, the District may offer late afternoon or evening opportunities, and individuals may opt to pay themselves utilizing their professional fund hours for attendance. Evening attendance remains at the employee's discretion.

Section 4.09 District Initiatives

A. When the District is considering adoptions, pilots, state initiatives, etc., they shall provide the scope and sequence, adhering to the following timelines:

- 1. For State mandated adoptions, pilots, and state initiatives, the District shall provide as much notice as possible to affected staff.**
- 2. For District initiated adoptions, pilots, state initiatives, etc., the District shall provide one (1) calendar year notice to affected staff.**

Section 4.10 Committee Assignments

- A. District committees are those that are initiated by the District. Committee responsibilities shall be stated when making committee appointments.
- B. Building committees are those that are initiated by the Building.
- C. The District shall be responsible to assure that the workload is equally distributed.
- D. Certificated employees, who work on District committees beyond the contracted workday or on non-contracted days, or in summer school, shall be paid at the Curriculum hourly rate.
- E. District-required attendance at meetings designed to improve the instructional program or other required activities within the District which extend beyond the 7-1/2 hour workday shall be governed by the following provisions:

1. No certificated staff member will be required to serve on more than one District committee.
 2. No certificated staff member shall be required to be in attendance at a committee meeting for more than one hour after the start of the meeting.
 3. No certificated staff member will be asked to attend more than fifteen (15) committee meetings during any school year.\
 4. Staff shall not be required to attend committee meetings during designated planning time without compensation.
- F. To provide time for building and/or District-wide grade level and/or subject area meetings related to the instructional program, implementation and monitoring of the District's Essential Learning and Exit Requirements Program, I.E.P.'s, etc., the District shall provide early dismissal as needed.
- G. Application for participation in any of these areas outside the District is made on the regular District travel request form through the building principal. District criteria approving requests for attending such meetings will be developed and available to all employees.
- H. Building committee assignments shall be established using this process:
1. The building shall establish a matrix of known building and District committees, including duties, anticipated time commitments, and skill or expertise needs.
 2. Staff shall select and prioritize at least three choices.
 3. The Principal shall assign staff to committee assignments based on staff input from step 2 above, striving to maintain equity of staff workload and obligation (including District or CEA obligations) as well as rotating responsibilities over time when possible. Administrators shall make every effort to assign staff to at least one of the employee-identified top priority committee assignments.
 4. Employees shall not be required to attend committee meetings outside of their workday.
 5. In the event a committee mutually agrees to scheduled meetings outside of the workday, employees shall receive the curriculum rate of pay for all hours attended.

Section 4.11 Professional Development Allocation

- A. Because the District believes that each employee's professional growth is important and that employees should have autonomy and control of how professional growth is pursued, all certificated full-time employees shall receive an annual Professional Fund Allocation of ~~\$1209.50~~ **\$1371.90** (to be increased by ~~CPI each year~~ **the salary inflator each year**) per FTE. Part-time employees shall receive this allocation on a pro-rata basis.
- B. Staff shall receive their lump sum on their March paycheck.
- C. The compensation fund allows the certificated employee to be paid for non-contract time used individually or collaboratively for professional activities such as: (1) the District/site strategic and/or improvement plans; (2) the employee's evaluation; (3) curriculum frameworks; (4) student assessment; (5) National Board, PRO TEACH, or other professional certification activities; (6) student focused activities or (7) Professional Learning Collaboration focused work or other activities as mutually agreed to between the certificated employee and principal.
- D. The employee must submit a Certificated Employee Professional Fund Agreement (PFA) by the last work day in September in order to receive the allocation. The PFA must be tied to the teacher's evaluation and they must sign off on the end of year evaluation that the plan was completed. Compensation will be subject to applicable taxes through the payroll process. Compensation will be paid in one monthly installment, in the December payroll process. If a certificated staff member is hired after November 8th and submits a Certificated Employee Professional Fund Agreement, a prorated portion calculated from date of hire will be paid in June.
- E. Each certificated staff member shall be entitled to one "Certificated Self Directed PD" absence for one full work day to facilitate access to employee selected professional learning and may include NBCT. This benefit shall accumulate from year to year for the duration of this contract.
- F. In addition to the Professional Fund, the District will provide up to 14 hours per full-time FTE for attendance at voluntary professional development activities of the employee's choice. Attendance at activities will be paid at the curriculum rate. Professional development activities must occur outside of the contracted workday, and may include NBCT, to qualify for this compensation. These professional development experiences must be provided by either the Camas School District or a reputable professional organization (such as but not limited to OSPI, an ESD, WEA, CSTP, NBPTS, the College Board, a professional educator organization, etc.). Professional Learning must be clearly tied to one or more of the following:

1. The District focus, which shall be clearly communicated by the District at the beginning of the school year,
2. The employee's ongoing certification or licensure requirements, including PGP requirements.

Verification of attendance at these professional learning experience may be validated by either:

- A sign-in sheet provided for District offerings.
- The District-developed approval form provided electronically on the District website.

Section 4.12 Special Supplemental Contract Days

- A. A non-supervisory educator with twenty (20) years of teaching experience in the Camas School District may apply to the Superintendent for extra duties in the Camas School District. The District will provide Ten thousand (\$10,000) dollars each year of this agreement for this activity. Each individual who is qualified may submit an application to the Superintendent for the activity. The decision of the Superintendent (or designee) regarding the funding of the activity is final. There will be a ceiling of One Thousand Five Hundred (\$1,500.00) dollars for each individual's activity. An educator will be eligible for an activity two times during their tenure with the Camas School District.
- B. The following are suggestions for activities, but any activity that benefits students will be considered. Activities will be funded at the regular curriculum hourly rate.
 1. Researching building concerns
 2. Used as a consultant
 3. Mentoring
 4. Curriculum development
 5. Interviewing/reviewing applications
 6. Develop and teach a class for Camas teachers
 7. Supervision duties (games, bus duty, etc.)
 8. Textbook adoption
 9. Other

Section 4.13 Emergency School Closure and Delayed Opening

- A. In the event that it becomes necessary to close the school(s) because of the inclement weather, or other acts of nature, the District administration shall notify specifically identified radio and television stations in the area. This provision does not preclude the District from closing the school(s) in the event an emergency develops if further evaluation of developing hazardous conditions warrants closure. No employee shall be required to remain after the District has given notification to close the employee's work site. Hazardous health and safety conditions which require the closing of the school(s) for students shall apply equally to all employees.
- B. Delayed Opening:
 - 1. In the event that the District Administration decides to delay the opening of school(s), employees shall report thirty (30) minutes before the students arrive and may leave immediately after students are dismissed.
 - 2. In the event that a Wednesday is a late start day due to weather, there will be no early release on that Wednesday.
- C. Compensation and Benefits: On workdays when school is not in session because of conditions not within the control of the District due to acts of nature, no employee shall suffer loss of pay nor have such absence from work charged against any leave provision; but will make up the day if required by law.
- D. Makeup School Days: When the District is required by law to make up school days missed in order to receive its appropriation due to emergency school closure, such scheduling of makeup days shall be accomplished through the mutual agreement of the District and Association.
 - A built-in makeup day for emergency closure will not be utilized if the closure occurs within two (2) calendar weeks prior to it. If there are extenuating circumstances, CSD and CEA will meet to reach a mutually agreeable decision.

Section 4.14 Absorbing Other Employee Assignments

- A. Every effort shall be made to limit administrators' requests of teachers to assume the responsibilities of an absent employee. However, when no qualified substitutes are available, the following procedures shall be followed. Employees who have a scheduled evaluation meeting, parent meeting, observation or other legally required meeting in conflict with absorbing another teacher's assignment shall not be considered in these procedures.

- B. Employees who provide any of the following substitute coverage will be paid the curriculum rate of pay for each hour of coverage computed in quarter-hour increments. In the event that a teacher provides coverage of a class period for more than one week, the teacher shall be paid at their per-diem rate of pay. Teachers who provide this kind of coverage will be expected to record the additional work (equivalent to the time compensated) on the substitute time card.

1. Middle School and High School:

- a. At the beginning of each school year, employees will be given the opportunity to volunteer to cover other employee teaching assignments during their own planning periods. This volunteer list will be updated throughout the year as schedule changes occur. Employees retain the option to add or delete themselves from this list at any time. The administration will rotate requests in an equitable manner by teaching period.
- b. The Athletic Director's office shall have the responsibility to select volunteers from the above list to cover athletic vacancies or early releases.
- c. For all other vacancies, the Principal's office will follow these steps:
 - i. Check for availability of employees on the volunteer list.
 - ii. Certificated employees not on the volunteer list will be requested to substitute.
 - iii. Certificated unassigned employees (i.e., counselors, media specialists) will be requested to substitute.
 - iv. Employees will be requested to provide double coverage for a class period.
 - v. Administrators, if available, will be assigned to cover vacancies.
 - vi. Employees will be called to return from local meetings/in-services. The District will cover lost staff development monies and/or personal expenses related to the in-service for the employee.

2. Elementary:

- a. Unassigned ~~classroom~~ certified employees (including administrators) will be requested to cover the absent employee(s) on their unassigned time.
- b. ~~Unassigned specialists (i.e., P.E. teachers, music specialists, librarian) will be asked to substitute.~~
- c. In an elementary building that has three (3) or more certificated, staffed classrooms remaining in a grade level, the building shall request that the grade level divide students equally among these classrooms to assume teaching responsibilities for a classroom lacking a substitute. Impacted employees shall receive the substitute pay (divided in a pro rata share) \$75, in addition to their pay, to be submitted on a certificated timecard.
- d. Employees will be called to return from local meetings/in-services. The District will cover lost staff development monies and/or personal expenses related to the in-service for the employee.
- e. If an elementary classroom certified employee misses their specialist time the impacted teacher may submit a timecard for per diem pay for time missed.

Section 4.15 Professional Learning Collaboration

- A. Certificated employees at each site shall participate in a Professional Learning Collaboration for no more than 50 (fifty) minutes per week.
- B. Within the first 10 days of school, each building leadership team and principal shall decide, with staff members input, when the Professional Learning Collaboration shall occur.
- C. Collaboration time is intended to be purposeful, clearly aligned, and focused on student learning supported by data.
- D. Job-alikes shall have the opportunity to meet with their job-a-like colleagues in lieu of participating in their school based Professional Learning Collaboration in consultation with building principals.
- E. Topics discussed shall be based on Professional Learning Collaboration team goals that are aligned to school and District goals along with the state's evaluation criteria and supported and approved by the building administrator(s) as necessary.

Section 4.16 National Board Support

- A. The District shall provide one (1) day release time that may be taken in half-day increments to any certificated candidate pursuing their National Board certification or recertification.
- B. Candidates shall have free photocopying access to print National Board related materials and shall be allowed to access District technology and audio visual equipment and supports.
- C. The District shall reimburse each candidate \$150 upon candidate verification of submission of a completed and passing portfolio component, up to four total components and \$600 in maximum reimbursement.
- D. Candidates who are awaiting verification and who begin employment before such verification, shall receive reimbursement from the District once notified.
- E. Candidates who accomplish renewal of their National Board for Professional Teaching Standards (NBPTS) certificate shall be reimbursed \$600 upon verification of successful certificate renewal.
- F. Any employee holding a valid NBPTS certificate shall receive in full the amount equivalent to the State-funded bonus associated with National Board Certification. Should the bonus be prorated by the state, that full prorated amount shall be paid to the employee.

Section 4.17 Teachers on Special Assignment

- A. Definition: Teachers on Special Assignment are certificated staff who have been released from typical assignments related to a certificated staff role. The primary role of a TOSA is to support professional learning and policy development related to instruction, curriculum, assessment and/or educational resources.
- B. Scope of the Work
 - 1. Workday: A typical workday for a TOSA shall closely mirror the contract day start and end times for either the elementary, middle school, or high school certificated staff. With supervisor approval, the TOSA may flex work days/times in order to accomplish required tasks.
 - 2. Extended Contract: A TOSA may be offered an extended day supplemental contract depending on the scope of the work assignment (see the Activity

Assignment Salary Schedule). Extra days may be accomplished by one of or a combination of the following:

- a. Extended hours beyond the base teacher day in a given work week (i.e., working a full day plus facilitating an evening professional learning event).
 - b. Additional days worked beyond the base teacher contract day (i.e., planning, collaboration, or delivery of professional learning during breaks from school or on weekends).
3. Assignment: The exact scope of the TOSA's obligation shall be determined annually by the Teaching and Learning team at the District level.
4. Other Duties as Assigned: As new needs or initiatives emerge, the TOSA and supervisor are encouraged to meet mutual agreement around revised work expectations.

C. Limitations - Confidentiality:

1. The TOSA shall not participate directly in the evaluation of any staff. Should a TOSA work closely with individual staff or teams of staff, the TOSA shall keep the details of this interaction confidential with the staff member(s) being supported.
2. The TOSA shall not provide subjective or evaluative information or commentary to any staff member's supervisor, unless there are significant concerns about student or staff physical safety or a breach of the OSPI Code of Professional Conduct. A staff member receiving coaching or support from a TOSA may choose to share or include notes or artifacts from this interaction with their supervisor, but cannot be compelled to do so.

Section 4.18 New Program or School Launch

- A. For the purposes of this section, "new program" shall refer to any new District- or building-directed unique academic offering which by design supplants the typical instructional experience of a significant proportion of students within a cohort. "New school" shall refer to a school site added to the District but not fully replacing an existing school site.
- B. When a new program or school is being established, the District shall establish a program/school design committee consisting of representatives from the grade levels and/or content areas to be impacted by the program or school. This committee shall address and propose support for additional District resources and/or additional teacher

time necessary to fulfill planning and launch requirements. Agreed upon additional support shall include timely implementation of one or more of the following:

1. Identification of additional curricular resources and/or training to be provided to the employee
 2. Additional materials and resources
 3. Allocation of additional staff assistant time to the classroom
 4. The establishment of a co-teaching arrangement with another certificated staff member.
 5. Adjustment of class lists and/or schedules
 6. Other remedies may be mutually agreed between the employee and District personnel.
- C. Teachers whose assignments require them to implement the new program shall be invited to participate in the exploration, testing, and decision-making around the program/school design. During all phases of the design and launch, the District shall (minimally) provide quarterly updates about the process and progress as well as any decisions made.
- D. Upon the decision to launch a new program or school, the District shall further collaborate with teachers to design an implementation and professional learning plan. Training shall be provided to all teachers who are expected to participate in the new program or school. The District may require specific dates/times for training for the launch within the first three years.
- E. An employee who left a position within the District to assume a newly created assignment placement related to a school or program new to the District, after three years and before the fifth year of serving in this assignment, shall have first right of refusal for any new opening within the District similar to the one the employee most recently vacated. In the event that two or more employees seek to leave the program/school for a single new opening, the decision shall be made based on the following, in sequential order:
1. Teaching seniority in the state of Washington
 2. Teaching seniority in the Camas School District
 3. Seniority in the teaching profession
 4. Placement on the salary schedule

Section 4.19 Induction, Mentorship and Support for New Employees

New Staff Induction: Because recruitment and retention of quality staff is important, all newly hired certificated staff shall be provided supports as described below.

A. Orientation

1. The District shall provide a minimum of two paid days of Orientation to all certificated staff who do not have previous certificated employment with the District.
2. Newly-hired staff who attend ongoing Orientation offerings from the District throughout the school year shall be compensated at the curriculum rate of pay for their attendance.

B. Physical and Institutional Support

1. Upon being hired with the District, new certificated staff will be paired with a colleague to serve in the role of "In-Building Partner." This individual will be selected by the building Principal. For itinerant special services staff, District special services leadership may select the In-Building Partner.
2. The In-Building Partner shall serve as a point person of support for the new hire, providing guidance about building procedures, routines, and protocols. The In-Building Partner shall not be responsible for instructional support or instructional coaching.
3. Compensation shall be provided to staff selected to serve as an In-Building Partner to a newly-hired colleague. Each year, the District Teaching and Learning Team, in conjunction with the Association, shall establish the compensation offered to the In-Building Partner. This compensation shall be in the form of a stipend or an extra-work assignment for the In-Building Partner, the extent of which shall be determined from year to year based on local, state, federal and grant budget sources.

C. Instructional Support for Novice Staff

1. Novice staff are those within the first three years of their certificated career.
2. Novice staff shall receive instructional mentorship during their first career-year and to the greatest extent possible until the conclusion of provisional status.
3. Instructional Mentors for novice staff may be classroom teachers or TOSAs, and must have completed OSPI's Mentor Academy and/or the District's Coaching

Pathway professional learning series. Instructional Mentors are identified and selected by the District Teaching and Learning Team.

4. TOSAs serving as Instructional Mentors shall have this duty clearly delineated in the TOSA job description.
 5. Qualified Non-TOSA certificated staff who serve as Instructional Mentors shall be provided a minimum of four release days for the purpose of conducting observation and coaching of first-year-of-career certificated staff. If possible, Instructional Mentors should not be a member of the new-hire's PLC or collaborative team.
 6. Compensation shall be provided to staff selected to serve as a Non-TOSA Instructional Mentor. The District Teaching and Learning Team, in conjunction with the Association, shall establish each year the compensation offered to the Non-TOSA instructional Mentor. This compensation shall be in the form of a stipend or an extra-work assignment, the extent of which shall be determined from year to year based on local, state, federal and grant budget sources.
- D. Protections for Early-Career Teachers: In order to ensure recruitment and retention of high quality early-career educators, and to maximize the educator's likelihood of success, the following protections shall exist for teachers within the first year of their career:
1. Elementary Teachers: Elementary classroom teachers in the first year of their career shall not be assigned blended-grade-level or "split" classes.
 2. Secondary Teachers: Secondary classroom teachers in the first year of their career shall not be assigned more than two teaching locations (classrooms) per day and not more than two teaching preparations (classes) per day.
 3. When such an assignment is not possible, the District and association shall collaborate to devise supports for the employee.
 4. In order to avoid the potential for overwork and burnout, early career teachers are encouraged to consult with the Association or Instructional Mentor before accepting supplemental contracts.

ARTICLE V. GRIEVANCE PROCEDURE

Section 5.01 Purpose

The Grievance policy contained herein provides a procedure for resolving personnel problems at the administrative level nearest the grievant. The procedures are to be used by personnel covered by this Agreement when they feel they have been aggrieved.

Section 5.02 Definitions

- A. Grievance means a specific complaint by a certificated employee or group of employees or the Camas Education Association when it is believed that there has been a violation, misinterpretation or misapplication of the District rules, regulations, administrative directives, policies concerning wages, hours, conditions of work, or the current negotiated contract.
- B. Grievant refers to a certificated employee or group of employees or the Camas Education Association, exclusive of the Superintendent, the Board's designated negotiators, building principals and assistant principals.
- C. Days shall mean **school days** (Monday through Friday except for holidays when the school offices are closed).
- D. Administrator refers to the Superintendent or any person who acts as a supervisor.

Section 5.03 Rights to Representation

- A. The individual grievant has the right to be represented at any and all steps or stages of the grievance procedure. An aggrieved party may appear, at their option, without representation provided the adjustment of the grievance is not inconsistent with the terms of this Agreement.
- B. A group of certificated employees with a grievance has the right to be represented at any and all steps or stages of the grievance procedure. A group may appear, at their option, without representation provided the adjustment of the grievance is not inconsistent with the terms of this Agreement.
- C. The Association shall be given an opportunity to be present and make its views known whenever an adjustment is made.
- D. The Association shall have the right to initiate a grievance filed and later desisted by an individual.

Section 5.04 Procedures

- A. Grievances are to be processed as rapidly as possible. The number of days indicated at each step shall be considered maximum. Every effort shall be made to expedite the process. It is assumed that all parties have reviewed the possibility of instituting a grievance and are acting in a rational, logical manner. It is further assumed that every effort has been made to correct the problem prior to going into the formal grievance procedure.
- B. A problem which may become a grievance shall first be discussed with the immediate supervisor, either individually or accompanied by an Association representative, with the objective of resolving the problem informally.

1. Step 1 - Initiating Formal Grievance

- a. The grievant shall file a written grievance with his immediate supervisor within twenty (20) days following his awareness of the act or condition which is the basis for his grievance; provided, such action or condition occurred within the last twelve months.
- b. The immediate supervisor shall reply in writing within ten (10) days. If the grievant has not had a response within the ten-day period, the grievant is then granted the solution they petitioned.

2. Step 2 - Appealing

- a. Within the ten (10) days, if the grievant is not satisfied with the decision in Step 1, he may appeal in writing directly to the Superintendent (or designee) in one of two methods:
- b. The grievant submits all background information to the Superintendent (or designee) and then meets with the Superintendent (or designee).
- c. The grievant shall submit all background information to the Camas Education Association President (CEA). The CEA shall present the grievance to the Superintendent (or designee) on behalf of the grievant.
- d. Neither party shall be permitted to assert in future arbitration proceedings any evidence which was not submitted to either party before the completion of Step 2.
- e. The Superintendent (or designee) will render a decision in writing within ten (10) days.

3. Step 3 - Appeal to the School Board of Directors

- a. Within ten (10) days if the grievant is not satisfied with the decision at Step 2 concerning grievances involving a violation, misinterpretation, or misapplication of the District rules, regulations, administrative directives, or policies concerning wages, hours and conditions of work, he may appeal directly to the Board of Directors.
- b. The grievant may appear on his own behalf or shall submit all background information to the CEA President. In that event, the CEA shall present the grievance to the Board of Directors on behalf of the grievant.
- c. The Board of Directors will render a decision binding on all parties in writing within ten (10) days. If no decision is rendered within ten (10) days, the grievant's petition is granted.

4. Step 4 – Mediation

- a. If no settlement has been reached at Step 3, the Association and the Grievant, within ten (10) days following the receipt of the Step 3 response, may submit a written statement of the grievance to the Superintendent for mediation. The District and the Association will utilize the services and procedures of the Public Employment Relations Commission.
- b. If no settlement has been reached through mediation, and the Association determines the grievance has merit, it may, within fifteen (15) school days after the conclusion of the mediation, submit the grievance to binding arbitration, following written notice to the Superintendent.

5. Step 5 - Binding Arbitration

- a. If the grievant is not satisfied with the disposition of this grievance at Step 2 concerning the Collective Bargaining Agreement, or if no decision has been rendered within ten (10) days after they have first met with the Superintendent, they may within five (5) days after a decision by the Superintendent or fifteen (15) days after they have first met with the Superintendent, whichever is sooner, request in writing that the Association submit their grievance to arbitration. If the Association determines that the grievance has merit, it may, following written notice to the Superintendent and within fifteen (15) school days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration.

- b. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- c. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association.
- 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 Step 2 meetings.
- e. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proof are submitted to ~~him~~ them. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this contract. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- f. The costs for the services of the arbitrator, including per diem expenses, if any, and his travel and 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.

Section 5.05 Miscellaneous

- A. There shall be no reprisals of any kind by the District or an agent of the District against any employee for the reason of his their participation in the grievance process.
- B. All documents, communication and records dealing with the processing of the grievance shall be kept in a separate file and a notation shall become a part of each party's personnel file.
- C. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

1. Provided, if deviation(s) from the evaluation process procedure occurs, such deviation(s) shall be grievable.
 2. Provided, in the event of a situation which concerns the certificated employee in the staff evaluation process, the certificated employee has the right to seek relief by meeting with the Superintendent.
- D. State law also specifically gives a certificated employee the right to appear before the Board on their own behalf.

ARTICLE VI. DURATION

This Agreement represents the entire agreement between the Board and the Association and shall become of full force and effect from September 7, 2023, and shall continue in full force and effect until midnight, August 31, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this ____ day of ____, 2023.

EDUCATION ASSOCIATION

DISTRICT

By _____
President

By _____
Board President

By _____
Secretary

By _____
Secretary to the Board

ARTICLE VII. APPENDICES

Section 7.01 Appendix A: Appropriate Duties for Counselors

Appropriate Activities for School Counselors

- individual student academic program planning
- interpreting cognitive, aptitude and achievement tests
- providing counseling to students who are tardy or absent
- providing counseling to students who have disciplinary problems
- providing counseling to students as to appropriate school dress
- collaborating with teachers to present school counseling core curriculum lessons
- analyzing grade-point averages in relationship to achievement
- interpreting student records
- providing teachers with suggestions for effective classroom management
- ensuring student records are maintained as per state and federal regulations
- helping the school principal identify and resolve student issues, needs and problems
- providing individual and small-group counseling services to students
- advocating for students at individual education plan meetings, student study teams and school attendance review boards
- analyzing disaggregated data

Inappropriate Activities for School Counselors

- coordinating paperwork and data entry of all new students
- coordinating cognitive, aptitude and achievement testing programs
- signing excuses for students who are tardy or absent
- performing disciplinary actions or assigning discipline consequences
- sending students home who are not appropriately dressed
- teaching classes when teachers are absent
- computing grade-point averages
- maintaining student records
- supervising classrooms or common areas
- keeping clerical records
- assisting with duties in the principal's office
- providing therapy or long-term counseling in schools to address psychological disorders
- coordinating schoolwide individual education plans, student study teams and school attendance review boards
- serving as a data entry clerk



Section 7.02 Appendix B: Counselor Evaluation Form
School Counselor Performance Appraisal- Camas School District

Counselor: _____ Evaluator: _____

Position: _____ Year : _____

1= Unsatisfactory	2= Basic	3= Proficient	4= Distinguished
<p>The counselor consistently fails to take appropriate action when action is reasonably called for.</p> <p>OR</p> <p>Gaps in knowledge or skill negatively impact services provided.</p>	<p>The counselor consistently takes action in the manner that is step-focused or completion oriented.</p> <p>OR</p> <p>Gaps in knowledge or skill are present but do not negatively impact services provided.</p>	<p>The counselor consistently takes action and monitors whether their practice is having the desired effect.</p> <p>OR</p> <p>Knowledge and skills related to this component are complete and comprehensive.</p>	<p>The counselor consistently monitors that their practice is having the desired effect for diverse subsets of individuals who are typically underserved or for whom typical practice does not produce the desired effect.</p> <p>OR</p> <p>The counselor is a recognized leader regarding the knowledge and skills within this component.</p>

DIRECTIONS: During the initial goal setting meeting, the Counselor and Evaluator shall establish the focus components around which year's evaluative conversations shall be centered. Across the three Major Functions, a minimum of four (4) total focus components shall be established. These can be all within one criterion or distributed across multiple Major Functions. Indicate these by highlighting the cells of the selected components. For counselors in their first three career years, it is recommended that at least two components be identified in each Major Function.

Professional Growth Goal(s) (To be established by the Counselor, approved by the Evaluator, and related to one or more of the selected focus components below):

CRITERION 1. Major Function: Development and Management of a Comprehensive School Counseling Program.	
1.1 Discusses the compressive school counseling program with the school administrators.	
1.2 Uses data to develop school counseling program goals, and shares the goals with the stakeholders (i.e.; administrators, teachers, students, parents, and community and business leaders).	
1.3 Uses data to develop curriculum, small-group and closing-the-gap action plans for effective delivery of the school counseling program.	
1.4 Uses the majority of the time providing direct and indirect student services through the school	

counseling core curriculum, individual student planning and responsive services and most of the remaining time in program management, system support and accountability	
1.5 Uses data to develop compressive programs that meet student needs	
Observations and Comments:	
CRITERION 2. Major Function: Delivery of a Comprehensive School Counseling Program	
Direct Services	
2.1 Provides direct student services (school counseling core curriculum, individual student planning and responsive services).	
2.2 Delivers school counseling core curriculum lessons in classroom and large-group settings	
2.3 Provides appraisal and advice to assist all students with academic, career and personal/social planning.	
2.4 Provides individual and group counseling to students with identified concerns and needs.	
Indirect Services	
2.5 Indirect student services are provided on behalf of identified students; strategies to include referrals, consultation and collaboration.	
2.6 Refers students and parents to appropriate school and community resources to support student achievement and success.	
2.7 Consults with parents and other educators to share strategies that support student achievement and success.	
2.8 Collaborates with parents, other educators and community resources to support student achievement and success	
Observations and comments:	
CRITERION 3. Major Function: Accountability	
3.1 Identifies and analyzes school data to inform the school counseling program and measure program results	
3.2 Analyzes data on how time is used and adjusts program delivery to meet student needs as demonstrated in school data.	

3.3 Collects and analyzes results data of school counseling program activities to guide program evaluation and improvement.	
3.4 Monitors student academic performance, attendance and behavioral data to inform school counseling program goals	
3.5 Conducts self-analysis to determine strengths and areas of improvement and plans professional development accordingly.	
3.6 Conducts a school counseling program assessment annually to review the extent of program implementation and effectiveness.	
3.7 Shares school counseling program results data with relevant stakeholders.	
Observations and comments:	
HOLISTIC OVERALL RATING	
The overall rating should be based on the preponderance of evidence, not necessarily a mathematical average.	
The overall rating should be based on the preponderance of evidence, not necessarily a mathematical average.	
Comments by School Counselor:	

Section 7.03 Appendix C: Assignment Salary Schedule Co-Curricular

Co-Curriculars by Committee, with an MOU:

- a. The District and the Association shall convene a labor-management committee to negotiate co-curricular stipends, including appropriate placement of stipend positions on the co-curricular schedule, and any additions, deletions, or alterations to the co-curricular stipend schedule.
- b. The committee will have equal representation from the District and Association, with representatives selected by each party.
- c. The intent of the parties is to begin work no later than October 1 and complete work by April 2024.
- d. For the 2023-2024 school year, the current co-curricular schedule will be in effect, but the stipends shall be increased by the same increase as the base salary increase.
- e. For the 2024-2025 and 2025-2026 school years, the total funds available for co-curricular will be the same as the 2023-2024 school year, but will be allocated with the new schedule created by the joint committee.
- f. If a building approves a new stipend position, the additional funds will be provided for that position.

Teaching Certificate Required.

HIGH SCHOOL

Director – Major Spectator Activities

Drama: (per season—2 seasons) Lane 17

Instrumental Music (per season--2 seasons) Lane 17

Three (3) evening concerts

4-5 parades

Assistance with CHS musical

Thirteen to fifteen (13-15) pep band (game) performances (Fall/Winter)

Husky Band Day

Ad hoc Jazz Performances

August Marching Band Camp

Music Contests

Graduation

*expectations on an annual basis may change slightly after consultation between the teacher and the principal or athletic director

Orchestra	Lane 4
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Three (3) evening events

Asst. Instrumental Music -- 2 seasons	Lane 11
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Assist with three evening concerts

Assist with 4-5 parades

Husky Band Day

Seven to eight (7-8) pep band (game) performances Music Contests

Vocal Music (school year)	Lane 23
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Three to four (3-4) All Vocal Group Concerts

One Musical with evening showings

Various festivals and contests

Graduation

Director – Other Activities

Knowledge Bowl	Lane 15 ** (up to two seasons)
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Knowledge Bowl Asst. @ 30	Lane 5 (up to two seasons)
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Annual	Lane 19
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Newspaper	Lane 11—Lane 5*
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Speech & Debate	Lane 11—Lane 5*
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Natural Helpers Coordinator	Lane 2
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Senior Project Coordinator	Lane 9
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National Honor Society	Lane 3
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Key Club	Lane 5
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Student Store	Lane 15
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Mock Trial	Lane 11*
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Mock Trial Asst. @30	Lane 5
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Science Olympiad	Lane 15 per season (up to three seasons)
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Science Olympiad Asst. @30	Lane 5 per season (up to three seasons)
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Earth Club	Lane 2
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Model United Nations	Lane 2
ASB Advisor	Lane 17
	(Lane 21 if no Leadership Class)
Robotics	Lane 15 per season
	(up to three seasons)
Robotics Assistant @30	Lane 2 per season
	(up to three seasons)

*Lane 5 when coupled with a regular class; Lane 11 if there is not a regular class

**Lane 5 when coupled with a regular class

Post season Activities: If qualified through in-season competition, the advisor will receive an additional 10% of the activity stipend for each level of advanced post-season competition. Post-season participation that does not require competitive qualification is not included in this provision.

Department Chairs

The following are to be paid annually at the curriculum rate:

Social Studies	5 days
English	5 days
Mathematics	5 days
Science	5 days
Fine Arts	5 days
World Languages	5 days
Health Fitness	5 days
Special Education	5 days
CTE	5 days
Counseling	5 days

MIDDLE SCHOOL

Middle School – Miscellaneous

News/Media Production	Lane 7 if monthly; Lane 15 if more frequent
Knowledge Bowl	Lane 11
Assistant @30	Lane 2
Science Olympiad	Lane 11
Assistant @30	Lane 2
Math Club	Lane 5
Vocal Music 6-8	Lane 9

Three (3) All Vocal Group Concerts

One musical with evening showings

Regional festival

Drama (per season up to 3 seasons) Lane 17

Career Coordinator Lane 5

Year Book Lane 11

National Jr. Honor Society Lane 3

Instrumental Music 6-8 Lane 11

Three evening concerts

Regional Contest

Assemblies

Jazz Night at CHS

Hometown Holidays

Camtown Youth Festival

Honor Groups

Performance Support

ASB Advisor Lane 11

Leadership Lane 5

Builder's Club Lane 5

Robotics Lane 5

Assistant @30 Lane 2

Post season Activities: If qualified through in-season competition, the advisor will receive an additional 10% of the activity stipend for each level of advanced post-season competition. Post-season participation that does not require competitive qualification is not included in this provision.

ELEMENTARY SCHOOL

Instrumental Music 5-6 Lane 5

Three (3) evening concerts

Elementary Music Lane 3

One extracurricular music experience (ex. choir, ensemble, etc. outside the regular day –once a week—30 minute minimum)

Three concerts per year

If employee works between two buildings, both expectations and stipend to be doubled unless both specialist and building principal decide to forgo program/stipend for a specific building

News Program Advisor	Lane 2
Science Olympiad	Lane 2
Robotics	Lane 2

Each elementary building will be entitled to offer up to two additional offerings, each paid at Lane 2, each year to use for activity advisor. A teacher can propose an activity, including scope of the club, activities, sustainability, and budget to the principal for approval.

DISTRICT

Science Kit Coordinator	Lane 21
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Extended Day Contracts

Psychologist	10 days
Elementary Counselors	8 days
Middle School Counselors	10 days
Hayes Freedom HS and Discovery HS Counselors	10 days
Camas HS Counselors	11 days
Teacher Librarian	7 days
TOSA	10 days
Career and Technical Ed varies-dependent on activities and funding received	

Process to add a club:

Clubs and activities are generally supported and in cooperation with ASB. Clubs and activities should be student driven at the secondary level.

High School and Middle School-Student driven process:

- A. Student driven-when students are interested in adding a club or activity the students need to present the idea to the ASB Director. This includes the scope, participants, activities, and fundraising that would occur. It needs to include a preliminary budget and needs to be sustainable and viable.

- B. With the director's approval, student information meetings are held. Students need to hold at least three meetings, and keep attendance records.
- C. If there is enough interest, then the proposal is presented to the student council for approval.
- D. With student council approval, the proposal goes to the school board.
- E. With board approval, CEA and Management will negotiate a stipend based on the scope of work and activities of the club.

Elementary School-Building driven:

Each elementary building will have access to two additional offerings, each paid at Lane 2, each year to use for activity advisor.

A teacher can propose an activity, including scope of the club, activities, sustainability, and budget to the principal for approval.

Advisor Responsibilities:

Minimum responsibilities for club/activity advisor to be outlined annually to include number of meeting days, activities, etc. These responsibilities will be listed on the Annual Co-Curricular Planning and Accomplishment Form for each activity. This form will be shared with the ASB Advisor or Principal if related to a class, at the beginning of the year or activity.

Year-end program report

Each club/activity leader will do a year-end summary on attendance, achievements, participation, etc. and it will be submitted to ASB Director and the student council (at HS and MS), or the building principal if the stipend is part of a class. Elementary clubs will submit the report to the building principal. These accomplishments will be listed on the Annual Co-Curricular Planning and Accomplishment Form for each activity.

CO-CURRICULAR SALARY SCHEDULE**Extra Curricular Schedule**

Lane	Year 1	Year 2	Year 3
1	<u>\$529</u>	<u>\$587</u>	<u>\$636</u>
2	<u>\$796</u>	<u>\$880</u>	<u>\$952</u>
3	<u>\$1,060</u>	<u>\$1,173</u>	<u>\$1,271</u>
4	<u>\$1,325</u>	<u>\$1,467</u>	<u>\$1,588</u>
5	<u>\$1,591</u>	<u>\$1,761</u>	<u>\$1,906</u>
6	<u>\$1,856</u>	<u>\$2,054</u>	<u>\$2,223</u>
7	<u>\$219</u>	<u>\$2,348</u>	<u>\$2,541</u>
8	<u>\$2,387</u>	<u>\$2,640</u>	<u>\$2,858</u>
9	<u>\$2,651</u>	<u>\$2,934</u>	<u>\$3,176</u>
10	<u>\$2,916</u>	<u>\$3,228</u>	<u>\$3,493</u>
11	<u>\$3,182</u>	<u>\$3,521</u>	<u>\$3,812</u>
12	<u>\$3,447</u>	<u>\$3,815</u>	<u>\$4,129</u>
13	<u>\$3,712</u>	<u>\$4,108</u>	<u>\$4,447</u>
14	<u>\$3,977</u>	<u>\$4,401</u>	<u>\$4,764</u>
15	<u>\$4,243</u>	<u>\$4,695</u>	<u>\$5,081</u>
16	<u>\$4,507</u>	<u>\$4,988</u>	<u>\$5,399</u>
17	<u>\$4,772</u>	<u>\$5,282</u>	<u>\$5,716</u>
18	<u>\$5,038</u>	<u>\$5,575</u>	<u>\$6,034</u>
19	<u>\$5,303</u>	<u>\$5,868</u>	<u>\$6,352</u>
20	<u>\$5,568</u>	<u>\$6,162</u>	<u>\$6,670</u>
21	<u>\$5,834</u>	<u>\$6,455</u>	<u>\$6,987</u>
22	<u>\$6,098</u>	<u>\$6,749</u>	<u>\$7,305</u>
23	<u>\$6,363</u>	<u>\$7,042</u>	<u>\$7,622</u>

Annual Co-Curricular Planning and Accomplishments

Leader : _____ School / Activity: _____ Date: _____

Pre-activity Meeting with Advisor (Regular season dates/ Meeting Times/ Place) :

Is this a new or existing activity?

☐ YES*

☐ NO

Does this activity have a postseason?

NEW

EXISTING

Does this activity have a postseason?

☐ YES*

☐ NO

***Leave and travel reimbursements requests must be submitted to and approved by the ASB.**

Describe postseason activity/ Summer obligations: _____

Summary of plans for activity/ group: _____

Year End Summary:

Participant attendance (attach attendance sheets)

Were attendance standards met?

☐ yes

☐ no

Overall Summary of activity & accomplishments:

Did you complete all the requirements of the activity?

☐ yes

☐ no If not, please describe why: _____

Activity Leader signature

Date

Request for Elementary Club Funds

Leader : _____ School: _____

Club Name: _____

Activity Proposal :

Grade Level of Participants: _____

When/ How often/ Length of time activity will occur: _____

How will funds be spent (compensation/ materials): _____

Request approved:

☐ yes

☐ no

Reasons: _____

Principal Signature

Date

This form must be completed and submitted to your administrator no later than the last working day of September.

Section 7.04 Appendix D: SPED Caseload Management Review Form

NAME_____

WORKSITE_____

ASSIGNMENT_____

DATE SUBMITTED_____

****Submit electronically (as an attachment to an email) to special education director and building administrator****

STATEMENT OF NEED: _____

POTENTIAL REMEDY FOR CASELOAD RELIEF:

- ☐ Additional certificated staffing
- ☐ Additional paraprofessional staffing
- ☐ Balancing of class loads
- ☐ Reassignment of students
- ☐ Provide support for assessment
- ☐ Revising the daily/weekly staffing schedule
- ☐ Revising the daily/weekly building schedule
- ☐ Substitute release time or equivalent pay of substitute release time
- ☐ Flexibility in meeting/in-service attendance to allow for additional time
- ☐ Overload Relief Stipend
- ☐ Other* _____

MUTUALLY AGREED UPON REMEDY: _____

SUPERVISOR SIGNATURE:

DATE:

***Plan of action will be initiated within 5 school days**

Section 7.05 Appendix E: Special Services Program Definitions

Resource Room Program:

- This intervention and instruction program provides support for students experiencing difficulties in the general education curriculum, in one or more areas.
- Students may also receive services in social/emotional/behavior skills and/or organizational skills, in addition to academic support. Some, but not all, Resource Room students may have Related Services (motor therapy, speech therapy, social/emotional/behavior, instruction, etc.) in addition to the Specially Designed Instruction they require. Specially Designed Instruction (SDI) is delivered in a "pull-out" model, which provides services in small groups or on an individual basis within the Special Education Resource setting. The Resource Room is not identified (overtly/visually) as a special education setting in any school, but is indicated as a special education setting on the IEP.
- Students within the Resource Room Program will likely participate in all District and statewide assessments.

Integrated Academic Program (IAP):

- Students that are appropriate for the IAP are those students with more moderate developmental concerns.
- Students with IAP placement, at any grade level, typically include, at least moderate delays in:
 - Expressive and Receptive Language
 - Cognition
 - Core Academics
 - Social Skills
 - Adaptive Skills
 - Coping/Behavioral Skills
 - Independence

Integrated Communication Program:

- The program is designed for students who have been identified with significant developmental delays; often in multiple areas such as academic, adaptive, communication and/or motor.
- This program is for students whose educational needs are best met using academic and behavioral approaches that cannot appropriately be provided in the general education, resource or IAP setting. Academic instruction is typically provided in a small group settings using specialized modified curriculum that is adapted to individual levels and may replace all or part of the general education curriculum.
- The goal is to increase academic abilities, communication skills, motor skills, adaptive behaviors, personal independence, through intensive support.
- Students are provided appropriate adaptive and self-help activities across home, school, and community environments.
- At the high school level this includes transition goals to post high school education, work and life skills activities
- Students within the ICP classroom will likely not participate in District and statewide assessments, either at a different grade level than which they are enrolled or utilizing an alternate format. ICP students typically participate in the WA-AIM state assessments.

Integrated Social Emotional Learning (SEL) Program:

- This program is designed for school-aged children, grades K-12, who have been identified with an emotional and/or behavioral disability; and who have not made marked growth within less restrictive settings despite Functional Behavioral Assessments and Behavioral Intervention Plans.
- Within this program, instruction is targeted to benefit each student at their individual ability level with an increased emphasis on developing pro-social, coping, and academic learning behaviors.
- The focus of the program is to facilitate the development of age appropriate Social Emotional skills required for success in the general education classroom (e.g. self-awareness, self-management, social awareness, relationships, and responsible decision making).

- Specially Designed instruction is delivered in a “push-in” or “pull-out” model, which provides services in small groups or on an individual basis within the General Education setting or in the Integrated Social Emotional Learning setting.
- Students may not require special education academic instruction services.
- For students who require academic services, the specialized instruction may occur in the general education classroom, the SEL classroom, or the resource room setting.
- Students within the SEL classroom will likely participate in all District and statewide assessments.
- Students will participate in general education class activities with same age peers for a variety of activities, with or without special education adult support per students’ IEP specifications.
- The IEP teams will determine the extent of participation in both general education and special education settings, as well as the amount and type of adult support the student may require to benefit from their setting.
- Students appropriate for SEL typically do not have:
 - Significant cognitive or academic delays
 - Significant expressive/receptive language delays

Transition House Program:

- This program is designed for adults ages 18-21 who have completed their coursework and state testing requirements in high school, but require continued transition instruction in order to become productive members of our global community.
- Instruction is provided in small group settings using specialized modified curriculum that is adapted to individual levels and may replace all or part of the general education curriculum.
- The goal is to increase functional academic, social/emotional, independent living, recreation/leisure, self-advocacy, and vocational abilities through intensive support and in the most natural environment possible.

- Students are provided appropriate adaptive and self-help activities across home, school, and community environments.

Section 7.06 Appendix F: Salary Schedules

- A. For the 2023-24 school year, each cell of the base salary schedule will be increased by 5.7%. The resulting amounts are shown in Appendix F.
 - 1. The TRI percentage factor in Section 2.07 will be increased from 3.3% to an amount equal to 4.0% of each employee's placement on the base schedule.
 - 2. Longevity schedule amounts in Appendix F will be increased annually by 3% of prior year longevity schedule amounts.
- B. For the 2024-25 school year
 - 1. Each cell of the base salary schedule will be increased by 4.6% unless the inflationary adjustment factor included in the state budget is greater in which case each cell of the base salary schedule will be increased by the state's inflationary factor.
 - 2. The TRI percentage factor in Section 2.07 will be increased from 4.0% to an amount equal to 6.0% of each employee's placement on the base schedule.
 - 3. Longevity schedule amounts in Appendix F will be increased annually by 3% of prior year longevity schedule amounts.
 - 4. Curriculum Rate will be \$50.00 for the term of the contract.

Base Schedule 2023-2024

2023-24 CEA Base Salary							
Skyward: "2023-24 CEA BASE"							
STEP	BA-0	BA-15	BA-30	BA-45	BA-90/MA-0	MA-45	MA-90
0	\$ 58,219	\$ 59,787	\$ 61,412	\$ 63,199	\$ 69,528	\$ 74,672	\$ 77,976
1	\$ 58,968	\$ 60,551	\$ 62,194	\$ 64,038	\$ 70,249	\$ 75,380	\$ 78,766
2	\$ 59,704	\$ 61,357	\$ 63,008	\$ 64,918	\$ 71,005	\$ 76,168	\$ 79,580
3	\$ 62,400	\$ 63,096	\$ 63,792	\$ 65,808	\$ 71,776	\$ 76,921	\$ 80,399
4	\$ 63,184	\$ 63,887	\$ 64,593	\$ 66,709	\$ 72,563	\$ 77,684	\$ 81,177
5	\$ 64,571	\$ 65,291	\$ 66,012	\$ 68,244	\$ 74,039	\$ 79,233	\$ 82,825
6	\$ 66,664	\$ 67,408	\$ 68,151	\$ 70,567	\$ 76,361	\$ 81,628	\$ 85,351
7	\$ 66,664	\$ 69,645	\$ 70,413	\$ 72,916	\$ 78,706	\$ 84,100	\$ 87,951
8	\$ 66,664	\$ 69,645	\$ 72,700	\$ 75,385	\$ 81,179	\$ 86,641	\$ 90,619
9	\$ 66,664	\$ 69,645	\$ 72,700	\$ 77,926	\$ 83,719	\$ 89,302	\$ 93,360
10	\$ 66,664	\$ 69,645	\$ 72,700	\$ 80,386	\$ 86,362	\$ 92,031	\$ 96,213
11	\$ 66,664	\$ 69,645	\$ 72,700	\$ 80,386	\$ 89,096	\$ 94,830	\$ 99,135
12	\$ 66,664	\$ 69,645	\$ 72,700	\$ 80,386	\$ 91,911	\$ 97,827	\$ 102,169
13	\$ 66,664	\$ 69,645	\$ 72,700	\$ 80,386	\$ 94,300	\$ 100,370	\$ 104,826
14	\$ 66,664	\$ 69,645	\$ 72,700	\$ 80,386	\$ 96,185	\$ 102,377	\$ 106,920

TRI Schedule 2023-2024

2023-24 TRI Salary Schedule							
Skyward: 2023-24 TRI							
STEP	BA-0	BA-15	BA-30	BA-45	BA-90/MA-0	MA-45	MA-90
0	\$ 2,328.76	\$ 2,391.48	\$ 2,456.48	\$ 2,527.96	\$ 2,781.12	\$ 2,986.88	\$3,119.04
1	\$ 2,358.72	\$ 2,422.04	\$ 2,487.76	\$ 2,561.52	\$ 2,809.96	\$ 3,015.20	\$3,150.64
2	\$ 2,388.16	\$ 2,454.28	\$ 2,520.32	\$ 2,596.72	\$ 2,840.20	\$ 3,046.72	\$3,183.20
3	\$ 2,496.00	\$ 2,523.84	\$ 2,551.68	\$ 2,632.32	\$ 2,871.04	\$ 3,076.84	\$3,215.96
4	\$ 2,527.36	\$ 2,555.48	\$ 2,583.72	\$ 2,668.36	\$ 2,902.52	\$ 3,107.36	\$3,247.08
5	\$ 2,582.84	\$ 2,611.64	\$ 2,640.48	\$ 2,729.76	\$ 2,961.56	\$ 3,169.32	\$3,313.00
6	\$ 2,666.56	\$ 2,696.32	\$ 2,726.04	\$ 2,822.68	\$ 3,054.44	\$ 3,265.12	\$3,414.04
7	\$ 2,666.56	\$ 2,785.80	\$ 2,816.52	\$ 2,916.64	\$ 3,148.24	\$ 3,364.00	\$3,518.04
8	\$ 2,666.56	\$ 2,785.80	\$ 2,908.00	\$ 3,015.40	\$ 3,247.16	\$ 3,465.64	\$3,624.76
9	\$ 2,666.56	\$ 2,785.80	\$ 2,908.00	\$ 3,117.04	\$ 3,348.76	\$ 3,572.08	\$3,734.40
10	\$ 2,666.56	\$ 2,785.80	\$ 2,908.00	\$ 3,215.44	\$ 3,454.48	\$ 3,681.24	\$3,848.52
11	\$ 2,666.56	\$ 2,785.80	\$ 2,908.00	\$ 3,215.44	\$ 3,563.84	\$ 3,793.20	\$3,965.40
12	\$ 2,666.56	\$ 2,785.80	\$ 2,908.00	\$ 3,215.44	\$ 3,676.44	\$ 3,913.08	\$4,086.76
13	\$ 2,666.56	\$ 2,785.80	\$ 2,908.00	\$ 3,215.44	\$ 3,772.00	\$ 4,014.80	\$4,193.04
14	\$ 2,666.56	\$ 2,785.80	\$ 2,908.00	\$ 3,215.44	\$ 3,847.40	\$ 4,095.08	\$4,276.80

Longevity Schedule 2023-2024

2023-24 Longevity Schedule							
Skyward: 2023-24 Longevity							
STEP	BA-0	BA-15	BA-30	BA-45	BA-90/MA-0	MA-45	MA-90
0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0	\$0	\$0	\$0
11	\$0	\$0	\$0	\$0	\$0	\$0	\$0
12	\$0	\$0	\$0	\$0	\$0	\$0	\$0
13	\$0	\$0	\$0	\$0	\$0	\$1,981	\$1,981
14	\$0	\$0	\$0	\$0	\$2,331	\$2,622	\$3,204

Inservice Schedule 2023-2024

2023-24 Inservice Salary Schedule							
Skyward: N/A (uses base pay tables)							
5 Days: 2 Mandatory and 3 Voluntary							
STEP	BA-0	BA-15	BA-30	BA-45	BA-90/MA-0	MA-45	MA-90
0	\$ 1,617.19	\$ 1,660.75	\$ 1,705.89	\$ 1,755.53	\$ 1,931.33	\$ 2,074.22	\$ 2,166.00
1	\$ 1,638.00	\$ 1,681.97	\$ 1,727.61	\$ 1,778.83	\$ 1,951.36	\$ 2,093.89	\$ 2,187.94
2	\$ 1,658.44	\$ 1,704.36	\$ 1,750.22	\$ 1,803.28	\$ 1,972.36	\$ 2,115.78	\$ 2,210.56
3	\$ 1,733.33	\$ 1,752.67	\$ 1,772.00	\$ 1,828.00	\$ 1,993.78	\$ 2,136.69	\$ 2,233.31
4	\$ 1,755.11	\$ 1,774.64	\$ 1,794.25	\$ 1,853.03	\$ 2,015.64	\$ 2,157.89	\$ 2,254.92
5	\$ 1,793.64	\$ 1,813.64	\$ 1,833.67	\$ 1,895.67	\$ 2,056.64	\$ 2,200.92	\$ 2,300.69
6	\$ 1,851.78	\$ 1,872.44	\$ 1,893.08	\$ 1,960.19	\$ 2,121.14	\$ 2,267.44	\$ 2,370.86
7	\$ 1,851.78	\$ 1,934.58	\$ 1,955.92	\$ 2,025.44	\$ 2,186.28	\$ 2,336.11	\$ 2,443.08
8	\$ 1,851.78	\$ 1,934.58	\$ 2,019.44	\$ 2,094.03	\$ 2,254.97	\$ 2,406.69	\$ 2,517.19
9	\$ 1,851.78	\$ 1,934.58	\$ 2,019.44	\$ 2,164.61	\$ 2,325.53	\$ 2,480.61	\$ 2,593.33
10	\$ 1,851.78	\$ 1,934.58	\$ 2,019.44	\$ 2,232.94	\$ 2,398.94	\$ 2,556.42	\$ 2,672.58
11	\$ 1,851.78	\$ 1,934.58	\$ 2,019.44	\$ 2,232.94	\$ 2,474.89	\$ 2,634.17	\$ 2,753.75
12	\$ 1,851.78	\$ 1,934.58	\$ 2,019.44	\$ 2,232.94	\$ 2,553.08	\$ 2,717.42	\$ 2,838.03
13	\$ 1,851.78	\$ 1,934.58	\$ 2,019.44	\$ 2,232.94	\$ 2,619.44	\$ 2,788.06	\$ 2,911.83
14	\$ 1,851.78	\$ 1,934.58	\$ 2,019.44	\$ 2,232.94	\$ 2,671.81	\$ 2,843.81	\$ 2,970.00

Total Compensation Schedule 2023-2024

2023-24 CEA Total Compensation Salary Schedule							
STEP	BA-0	BA-15	BA-30	BA-45	BA-90/MA-0	MA-45	MA-90
0	\$ 63,537	\$ 65,211	\$ 66,946	\$ 68,854	\$ 75,612	\$ 81,105	\$ 84,633
1	\$ 64,337	\$ 66,027	\$ 67,781	\$ 69,750	\$ 76,382	\$ 81,861	\$ 85,476
2	\$ 65,122	\$ 66,888	\$ 68,650	\$ 70,690	\$ 77,189	\$ 82,702	\$ 86,346
3	\$ 68,001	\$ 68,744	\$ 69,488	\$ 71,640	\$ 78,013	\$ 83,506	\$ 87,220
4	\$ 68,838	\$ 69,589	\$ 70,343	\$ 72,602	\$ 78,853	\$ 84,321	\$ 88,051
5	\$ 70,319	\$ 71,088	\$ 71,858	\$ 74,241	\$ 80,429	\$ 85,975	\$ 89,811
6	\$ 72,554	\$ 73,349	\$ 74,142	\$ 76,722	\$ 82,908	\$ 88,532	\$ 92,508
7	\$ 72,554	\$ 75,737	\$ 76,557	\$ 79,230	\$ 85,412	\$ 91,172	\$ 95,284
8	\$ 72,554	\$ 75,737	\$ 78,999	\$ 81,866	\$ 88,053	\$ 93,885	\$ 98,133
9	\$ 72,554	\$ 75,737	\$ 78,999	\$ 84,580	\$ 90,765	\$ 96,727	\$ 101,060
10	\$ 72,554	\$ 75,737	\$ 78,999	\$ 87,206	\$ 93,587	\$ 99,641	\$ 104,106
11	\$ 72,554	\$ 75,737	\$ 78,999	\$ 87,206	\$ 96,507	\$ 102,629	\$ 107,226
12	\$ 72,554	\$ 75,737	\$ 78,999	\$ 87,206	\$ 99,512	\$ 105,829	\$ 110,466
13	\$ 72,554	\$ 75,737	\$ 78,999	\$ 87,206	\$ 102,063	\$ 110,525	\$ 115,283
14	\$ 72,554	\$ 75,737	\$ 78,999	\$ 87,206	\$ 106,407	\$ 113,310	\$ 118,743

Section 7.07 Appendix G: Professional Fund Allocation (2023-24)

NAME _____ Date _____

Building/Site _____ Position _____

All certificated full-time employees shall receive a **\$1371.90** Professional Fund Allocation (PFA) this year. Part-time employees shall receive this allocation on a pro-rata basis.

The compensation fund allows the certificated employee to be paid for non-contract time used individually or collaboratively for such professional activities as: (1) the District/site strategic and/or improvement plans; (2) the employee's evaluation; (3) curriculum frameworks; (4) student assessment; (5) National Board, PRO TEACH, or other professional certification activities; (6) student focused activities or (7) Professional Learning Collaboration focused work or other activities as mutually agreed to between the certificated employee and principal.

_____ I accept the PFA. I understand that this compensation is subject to applicable taxes through the payroll process, and I will receive this compensation in March 2024.

_____ In accepting this PFA, I am agreeing to fulfill the expectations of non-contact time professional activities such as those listed above.

_____ I affirm my professional activities will support my work and goals associated with the evaluation process.

Acceptance of the PFA, completion of this form by the last working day in September, final signature on my mid-year check and summative evaluation, and my signature below constitute all documentation required for successful completion of payment.

Staff Signature _____ Date _____

Administrator Signature _____ Date _____

This form must be completed and submitted to your administrator no later than the last working day of September.

Section 7.08 Appendix H: Salary Determination

A. Salary Schedule Placement and Advancement:

1. Each certificated instructional employee shall be placed on the highest step possible of the salary schedule based on the employee's highest degree level, total eligible education credits, and certificated years of experience as defined in this agreement. Previous experience and education credits for new employees shall be applied in the same manner as if those credits and experience had been earned while in the district.
2. Employees will have until September 30 each year of the contract to report experience and education to the district human resources department for use in placement and advancement on the salary schedule. Employees hired after the first day of the school year must have their college and experience credits on file with the Human Resources Office by October 15 or within thirty (30) days of their first day of work, whichever is later for placement on the salary schedule for the current school year.
3. The district will provide the experience increments and educational advancement for credit on file as of October 1 of each year. Advancement for work experience requires the employee complete one (1) year of work experience in a position requiring a certificate.
4. Once initially placed, to advance on the salary schedule due to education credits, employees are responsible for providing documentation of completed academic credit and in-service (clock hours). All education credits submitted by the last working day of September shall be used in calculating the advancement for the employee. The annual salary shall be paid retroactively to September 1 of that year.
5. Accumulation and computing of credits (experience and education) shall use two decimal places. When calculations require rounding, a decimal ending with a 5 or higher is rounded up; a decimal ending with a 4 or lower is rounded down.

B. Definition and Accrual of Certificated Employment Experience: Employees will accumulate full-time and part-time certificated employment experience for any employment in a public or private school requiring certification for which the employee held an education certificate or permit.

1. When experience credit has been earned out-side the district, full-time equivalency shall be determined by the previous employer of record and

verified by the employee having the previous employer(s) complete an employment verification form. In-district full-time equivalency per year equal the number of hours in a full-time day times the number of full-time days per school year.

2. Substitute days are accumulated as part-time professional education employment and may be accrued up to 1.0 FTE per 12-month period.
 3. No more than 1.0 FTE per year of work experience may be earned during any traditional academic year or during any twelve-month period. Time on an unpaid leave of absence may not be used for accrual.
 4. Work experience must be earned prior to the current reporting school year and can be earned in the state of Washington, out-of-state, and in a foreign country. Employees may also earn certificated employment experience for positions which require comparable certification in private or public vocational-technical schools, technical colleges, community/junior colleges, colleges, universities, and tribal schools shall also be awarded. In addition, the Centrum education program, the Pacific Science Center education program, the Seattle Children's Hospital education program, and educational centers authorized under chapter 28A.205 RCW are included in the is section.
 5. In addition to employment credit for school service, employees serving in the role of occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists, nurses, social workers, counselors, and psychologists regulated under RCW 18 may include experience both in schools and other non-school positions as OTs, PTs, SLPs, audiologists, nurses, social workers, counselors, or psychologists since the 2007-2008 school year. The calculation shall be that one year of service in a non-school position count as one year of service for purposes of placement on the salary schedule up to a limit of four years of non-school service. Non-school years of service included in calculations under the subsection shall not be applied to service credit totals for purposes of any retirement benefits.
- C. Application of highest degree and accrual of education credits: When calculating placement and advancement, total eligible education credits will be calculated as the highest degree earned plus any academic and in-service credits not contributing towards the highest degree earned. Excess academic and in-service credits must be earned after an employee's first bachelor's degree is awarded.

- D. Definition and Accrual of Highest Degree Type: When multiple degrees of the same level are earned, the first conferring degree is used for initial placement until a higher-level degree is earned. Any degree not used for initial placement will be eligible for use as education credits with regards to salary placement and advancement.
1. In addition, when a degree program requires more than forty-five (45) credits, credits in excess of forty-five (45) will be eligible for use as education credits. (For example: If a MA program requires 60 credits, only the first 45 would be necessary for placement on the salary schedule MA column. The remaining 15 credits would be "in-excess" and count the same as Academic Credits (see below) post MA.)
 2. Employees will remit a copy of a diploma or transcript issued by the registrar of an accredited institution of higher education as defined in WAC 250-61-050. Electronic transcripts from the registrar of the institution are acceptable copies for purposes of documentation. An accredited institution of higher education is one that has been accredited by a national or regional accrediting association recognized by the Washington Student achievement Council and the secretary of the United States Department of Education. If an employee has a degree from a foreign institution, they will need to provide a statement of degree equivalency from an approved foreign credentials evaluation agency.
- E. Eligibility requirements for academic and in-service hours (clock hours)
1. All education credits must be earned after the first bachelor's degree unless the employee is employed under a non-degree certificate. (For those working under a non-degree certificate, please see the section specific to non-degree certificated employees.) All education credits must have been earned on or before October 1 of the year for which they will be used to calculate the employee's salary.
 2. Once credits have been determined to meet one or more of the criteria below either by the district or a previous employer in Washington State, courses will continue to be recognized in subsequent school years.
- F. Content of the academic and in-service hours must meet at least one of the following when earned after September 1, 1995, in order for them to be recognized by the school district or charter school:

1. It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned.
2. It pertains to the individual's current assignment or expected assignment for the following school year.
3. It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board.
4. It is specifically required for obtaining advanced levels of certification.
5. It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff.
6. It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or
7. Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

G. Academic credits shall mean education credits determined as follows:

Academic credits are credits earned from an accredited institution of higher education and were not used to establish the employee's highest degree. Provided that the credits are at the 100 level or higher and are transferrable or applicable to a bachelor's or more advanced degree. In addition, credits used as academic credits cannot be also counted as in-service (clock hour) credits or non degree education credits. Academic credits will equal the number of quarter hour units. If an institution uses semester hours, they will be converted to quarter hours and then applied to the accrual calculation.

H. In-Service (Clock hour) credits shall mean education credits determined as follows:

1. In-service clock hour credits shall be earned after August 31, 1987, and after the awarding or conferring of the employee's first bachelor's degree. In addition, clock hour credits must have been earned on or before October 1 of the year for which the employee's salary is being calculated.

2. In-service credits are earned through a program approved by the professional educator standards board pursuant to the standards in WAC 181-85-200. In-service credits cannot be used for satisfying the requirements of the employee's highest degree or be used in calculating academic credit or non degree education credits. For every 10 hours of in-service credit earned (10 clock hours) the employee will accrue 1 education credit.
 3. Individuals participating in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC each forty hours of participation equals one in-service credit. No more than two in-service credits may be earned as a result of an internship during any calendar-year period. Each employee is limited to a maximum of fifteen in-service credits earned from internships for their career.
- I. Placement of Non-Degreed Vocational Instructors: For Career and Technical Education (CTE) teachers moving from industry through the Plan II alternative route to certification, placement and movement on the salary schedule shall be as follows:
1. For initial lane placement, credits beyond a BA shall be determined by calculating the number of years of industry experience multiplied by 2000 hours per year, divided by 100.
 2. For initial lane placement, should industry experience result in calculation of credits beyond BA+135, the teacher shall be placed in the MA+0 lane, even if they do not hold a MA degree.
 3. For every 2000 hours of management experience in the field, initial step placement shall advance one experience step on the salary schedule, up to a maximum of six steps.
 4. Following initial placement, a teacher placed in BA lanes shall have the ability to move horizontally on the schedule as additional clock hours and credit hours are earned. Once a teacher has earned the equivalent of BA+135, they shall be placed at MA+0 even if they do not hold an MA. Subsequent clock hours and credit hours earned shall continue to be calculated for horizontal (lane) movement.
 5. Non-Degreed Plan II teachers from industry cannot use clock hours toward salary advancement until completion of a Plan II program.