

COLLECTIVE BARGAINING AGREEMENT

between

CAMAS SCHOOL DISTRICT NO. 117

and the

CAMAS EDUCATION ASSOCIATION

2017-2020



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1 **Article I. ADMINISTRATION OF THE CONTRACT**

2
3 **Section 1.01 Recognition**

- 4
- 5 (a) The Board recognizes the Camas Education Association, pursuant to Chapter 41.59 RCW, as the
6 exclusive negotiation representative for all certificated employees employed by the Camas School
7 District. When used hereinafter, the term "certificated employee" shall mean any employee
8 holding a regular teaching certificate and/or special certificate of the State, whether teaching or
9 on District-approved leave. Excluded from the Camas Education Association bargaining unit
10 shall be the Superintendent, Assistant Superintendent, the Director of Business Services, the
11 Board's designated negotiators, building principals, assistant building principals, any individual
12 who shall evaluate a certificated employee, and any full-time supervisor.
13
- 14 (b) The Camas Education Association shall represent long-term substitutes; those substitutes who fill
15 an assignment for the absence of a certificated employee for more than twenty (20) days in the
16 same assignment or thirty (30) days within the preceding school year and continue to be available
17 for employment as substitute teachers. Such employees shall be guaranteed the rights and
18 privileges set forth in this contract except for the following provisions: 2.06, 2.07, 3.01, 3.02,
19 3.03, 3.09, 3.10, 3.12, 3.13, 3.14, 3.17, 3.18, 3.19, 4.07, 4.09, and 4.10.
20
- 21 (c) The Camas Education Association will not represent short-term substitutes who fill an assignment
22 for a certificated employee for fewer than twenty (20) days.
23
- 24 (d) The term "Association" shall mean the Camas Education Association. The term "District" shall
25 mean the Camas School District No. 117. Unless the context in which they are used clearly
26 requires otherwise, words used in this Agreement denoting gender shall include both masculine
27 and feminine; and words denoting numbers shall include both singular and plural.
28
- 29 (e) The District will not negotiate with any "employee organization" other than the Association as
30 representing the certificated employees of the District. Any challenges to this recognition shall be
31 pursuant to the provisions set forth in applicable laws and Washington administrative regulations
32 of the P.E.R.C.
33

34 **Section 1.02 Management Rights**

35
36 The Association recognizes the Board as the elected representative of the constituents of the
37 District and recognizes its legal responsibilities, rights, powers, duties and authority in connection
38 with the operation of the District through its appointed Superintendent and his or her staff.
39 Included in this recognition is the right of the Superintendent or designee to direct the workforce,
40 hire, promote, retain, transfer, evaluate, and assign employees subject to this agreement.
41

42 **Section 1.03 Status of Agreement**

43
44 The District agrees the rules and regulations, policies and practices of the District will be in
45 agreement with the terms and items specifically enumerated in this Agreement. This Agreement
46 shall supersede any rules and regulations, policies and practices which may be contrary or
47 inconsistent with its terms. The Agreement shall become effective when ratified by the
48 Association and the Board.
49

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 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:

1 Nothing in this section shall prohibit the Board and the Administration from hiring consultants
2 who may or may not have the same qualifications as the certificated employees in the District.
3

- 4 (b) In addition, the Board reserves the prerogative of hiring qualified personnel for extra-curricular
5 responsibilities if the certificated staff has been surveyed and no qualified certificated staff
6 member is available to serve as a sponsor of the extracurricular activity.
7

8 **Section 1.09 Maintenance of Standards** 9

- 10 (a) Professional teaching and related duties, as determined by the School District, of any certificated
11 employee who has the responsibility of a position in the negotiation unit, as a member of the
12 executive board, representative council, or negotiating team, will not be altered or increased
13 beyond the level of any other certificated employee for the duration of the Agreement. The
14 personnel named above are to completely fulfill the responsibilities of the position for which they
15 were hired.
16
17 (b) Once this Agreement has been ratified by both parties, all hours, wages and conditions of
18 employment shall be maintained for the duration of the Agreement at not less than the standards
19 contained in the Agreement.
20
21 (c) In the event of a double levy loss, the provisions of this section will be subject to the conditions
22 of the layoff and recall provision.
23

24 **Section 1.10 Contract Waiver Procedure** 25

- 26 (a) In an effort to recognize the efforts of the school site "Learning Improvement Teams," the
27 District and the Association agree that there may be situations where a waiver of contract
28 language may be necessary to support the school improvement efforts.
29
30 (b) Contract language waiver requests must be submitted by the building "Learning Improvement
31 Team." At least 80% of the building staff members must signify their approval of the waiver
32 request. The waiver request will identify the contract language to be waived, the reasons for the
33 waiver request, and the time frame for which the waiver will be in effect.
34
35 (c) Waiver requests will be reviewed by the Camas Education Association (CEA) Executive Board
36 and the superintendent or designee. Waivers will only be granted if they are approved by both
37 CEA and the Camas School Board.
38
39

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) Salaries of individuals will be established in accordance with the salary schedule and the accompanying provisions governing its use. Because of the many new developments and changes in education and other disciplines, all certificated personnel shall be encouraged and expected to take advanced training.
- (b) The substitute rate will be \$130 for a full day substitute, and \$75 for a half-day substitute.
- (c) 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. 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 \$150 per day.
- (d) Teachers employed by the School District will receive full credit for all previous educational experience both in and out of State; provided, however, that the above credit complies with the criteria that follow:
 - 1. Years of service: Number of years of professional education employment prior to the current reporting year.
 - 2. Education credits: The degree level and hours earned after the degree at the highest placement level for each individual. Only credits applicable and accepted by the state LEAP 1-R schedule are acceptable by the District. All years of service and educational

credits must be in accordance with WAC 392.121.

- (e) 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.
- (f) Salary Schedule: The parties accept that all certificated instructional staff will be placed on the LEAP 1R salary schedule.
- (g) NOTE: Half-time individuals will receive half-time credit on the salary schedule.

Section 2.04 Dues Deductions and Representation Fees

- (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:

- i. Within ten (10) days of their commencement of employment, employees may sign and deliver to the Board a Dues Authorization Form which is attached hereto and incorporated in the Agreement as Appendix A which form 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

1 a request of revocation is submitted to the Board and the Association, signed by
2 the employee, and received between August 1 and August 31, preceding the
3 designated school year for which revocation is to take effect. Each month during
4 the school year, the Association agrees to provide the Board with the names of
5 those teachers who have joined the Association and paid its dues and assessments
6 by cash.
7

8 2. Representation Fee Deductions:
9

- 10 i. Any employee claiming a bona fide religious objection shall notify the
11 Association and the Board of such objection in writing within ten (10) days of
12 commencement of employment.
13
14 ii. In the event that any employee fails to sign and deliver an Assignment of Wages
15 Form as described herein, the Board agrees to deduct from the salary of such
16 teacher a representation fee in an amount equal to membership dues and
17 assessments; provided, however, that teachers who have joined the Association
18 and have paid through cash payment, as verified by the monthly Association list,
19 shall not be subject to this deduction; provided also, that during the term of this
20 Agreement the provisions of this article shall not apply to employees who are a
21 part of the bargaining unit and who were non-members of the Association prior
22 to August 20, 1976. Representation fee deductions shall be handled and
23 transmitted by the Board in the same fashion as member-ship deductions as
24 provided for in this article.
25

26 3. Charitable Organizations Deductions:
27

- 28 i. Any employee claiming a bona fide religious objection shall notify the
29 Association and the Board of such objection in writing within ten (10) days of
30 commencement of employment.
31
32 ii. Pending determination, to be made by the P.E.R.C., of any bona fide religious
33 objection, the Board agrees to deduct from the salary of the teacher claiming such
34 objection an amount equivalent to the Association dues and assessments;
35 provided, however, that said monies shall not be transmitted until such time as
36 the Board is notified that a final determination pursuant to the Act has been
37 made. In the event that it is finally determined that the teacher does not have a
38 bona fide religious objection, the Board agrees promptly to remit to the
39 Association all monies being held.
40
41 iii. In the event that a teacher has been determined to have a bona fide religious
42 objection to the payment of a representation fee or agency shop fee, said teacher
43 shall pay an amount of money equivalent to regular dues and fees to a designated
44 charitable organization as heretofore established by the Association. Within ten
45 (10) days of the commencement of employment or determination of bona fide
46 religious objection, whichever occurs later, said teacher may sign and deliver to
47 the District an Assignment of Wages Form which is attached hereto and
48 incorporated in this Agreement as Appendix A, which shall authorize the
49 deduction for an amount equal to the dues and assessments of the Association
50 including the National Education Association and the Washington Education
51 Association and payment in installments as herein above provided, including any

deductions made but not previously transmitted to said designated charitable organization. The District agrees to remit to the Association each month a list of teachers on behalf of whom charitable deductions have been made.

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. 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.
- (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. 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.
- (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.**

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. Teachers teaching workshops outside of the school day will receive the hourly "curriculum rate" for each hour of face to face instruction **and pre-arranged preparation.** In addition, they will receive one hour planning time compensation (at the "curriculum rate" **of \$40.54 in 2017-18, to be increased by the state-approved COLA each year**) 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 2.07 Personal Work, Voluntary Workshop Days, and TRI

- (a) The District shall offer three voluntary in-service days each school year. Attendance shall be voluntary. Employees attending these in-service workshops shall be paid at their per diem rate.
- (b) 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.
- (c) 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.
- (d) Compensation: **In 2017-18**, each full-time employee will be compensated at **22.7%** 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 pro-rated compensation based on the percentage of FTE and/or percentage of the school year worked.
- (e) Location: TRI responsibilities may be carried out onsite or offsite as reasonably appropriate.
- (f) 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
- (g) 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.
- (h) Additional supplemental days shall be a subject of negotiations as part of the annual economic re-openers.

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 2.09 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) 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 from 5:00pm to 7:30pm 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).
 - 3. 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.
 - 4. 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.
 - 5. 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.
- (d) Secondary Grading: At the end of the first semester a student non-attendance day will 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 (180) 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 1/180 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. A building principal can modify arrival and departure times to a slight degree in response to a specific building situation. 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) 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 District will provide aides to assume such duties when it's within the budgetary limitations of the District.
- (c) All full-time certificated employees in the high school and middle school shall be entitled to at least one (1) employee directed preparation period per day equivalent in time to one (1) teaching period. This preparation period shall be included 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 preparation time for every three (3) hours of instruction.
- (d) **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. 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. Recess shall not be**

1 considered planning time, and shall be considered duty-free. Elementary buildings shall
2 have flexibility to require classroom teacher support during library check-out or
3 supervision in library sessions longer than 30 minutes. If the classroom teacher is expected
4 to support library check-out or supervision, this time is not considered teacher planning
5 time. If unique and otherwise unresolvable conditions result in lack of facilities or lack of
6 adequate staffing, 150 minutes of weekly planning time cannot be accomplished through
7 scheduling Music, PE, and Library, the building principal shall collaborate with the District
8 and Association to decide among the following potential solutions:
9

- 10 1. Preparation time may be calculated as an average of 300 minutes over two weeks,
11 rather than 150 minutes in one week.
- 12
- 13 2. Additional Music, PE, Library or other specialist FTE shall be hired.
- 14
- 15 3. The building shall designate a “no-meeting day” (morning) to function as employee-
16 directed preparation time.
- 17
- 18 (e) Preparation time for unique Special Services instructional staff is described in Section 3.06
19 of this agreement.
- 20
- 21 (f) By the end of the second week of school, and as needed during the year, administration will
22 review the student contact time of elementary specialists. Inequities and possible resolutions will
23 be discussed with CEA leadership.
- 24
- 25 (g) All staff meetings shall occur within the regularly scheduled workday.
- 26
- 27 (h) Regular education employees who attend BIT meetings that go beyond the regular work day
28 and/or which supplants the employee’s regularly scheduled preparation time will receive .5 hours
29 per diem pay. Regular education teachers will need to document and submit the additional time as
30 time worked beyond the contract day or in place of their regularly scheduled preparation time.
- 31
- 32 (i) *“(Normal circumstances)” are deemed to be days when the regular daily schedule is not affected.
33 The District may deviate from the planning time schedules for such activities that are scheduled
34 within the normal work day (i.e. including, but not limited to, assemblies, field trips, inclement
35 weather, early release, etc.).
36

37 **Section 3.05 Provisions for Job Sharing, Part Time Employees**

- 38
- 39 (a) Provisions for job sharing and other part-time situations that fractionalize certificated
40 instructional personnel FTE positions
- 41
- 42 (b) Position Determination
- 43
- 44 1. The District will arrange the sharing of one FTE position by two individuals or some
45 other fractionalization of a limited number of teacher FTE positions when:
46
- 47 i. The District can identify some clear advantages to the District for utilizing such
48 an arrangement, and/or
49
- 50 ii. The District does not identify any clear disadvantages from a proposed

fractionalization of an FTE unit.

2. Definitions:

- i. “Job Share” is the situation where two employees share a position that is otherwise a full 1.0 FTE.**
 - ii. “Job Fractionalization” is the situation where an employee works a contract less than 1.0 FTE.**
 - iii. “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 share annually and may terminate the arrangements at any time. It may be abolished without prior notice:
 - i. At the end of each school year;
 - ii. 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);
 - iii. If one-half of a job-sharing pair departs the scene and another suitable replacement cannot be immediately located;
 - iv. 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;
 - v. 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

1 job share employee to reach consensus on the procedures and responsibilities for each
2 item on the check list.

- 3
- 4 3. An individual's advancement on the salary schedule steps may be at least biannual and
5 often more years apart depending on the proportion of teaching performed.
- 6
- 7 4. Eligibility for retirement credit may be limited or nonexistent during those years pursuant
8 to state teachers' retirement system provisions.
- 9
- 10 5. An individual's "continuing contract rights" for the following year are in direct
11 proportion to the days actually worked during that year. The District is not legally bound
12 to reinstate the individual into a full-time position. Reinstatement to a full-time position
13 will be at the District's convenience.
- 14
- 15 6. An individual may be required to return to full-time employment at any time for "urgent
16 needs" of the District, i.e., student enrollment change, space situations, etc.
- 17
- 18 7. Individuals proposing to enter into a job sharing arrangement will prepare a signed
19 written agreement. It will stipulate how each individual will handle each and all of the
20 duties and responsibilities of the position being divided. These will include, but not be
21 limited to, the following: attendance at building and District staff meetings, back to
22 school night for parents, student supervision duties, both during school hours and evening
23 student body activities, individual parent conferencing, equipment inventory and similar
24 kinds of activities normal to those of a full-time teacher as may be identified by the
25 building administrator. **Each part-time employee will develop a schedule with his/her**
26 **administrator each quarter/ trimester/ semester which delineates meetings and**
27 **activities the employee is contracted to attend. Meetings and activity attendance**
28 **shall correspond proportionally to an employee's FTE.** After reviewing the proposed
29 plan, the building administrator will sign and comment in writing his/her approval or
30 disapproval. The plan will be presented to the superintendent for final
31 approval/disapproval.
- 32
- 33 8. **Part-time employees are valued and are encouraged to participate and attend all**
34 **school related-activities otherwise required for all full-time employees. Part-time**
35 **employees who are invited, approved to attend and attend activities outside of their**
36 **pre-approved agreement (paragraph 7 above) shall be compensated at per diem.**
- 37
- 38 9. Whenever possible, job sharing employees will be given first opportunity to act as
39 substitute teachers for one another at the regular substitute rate. Principals will attempt to
40 make arrangements for this as soon as the absence of a job share teacher is known.
- 41
- 42 10. **The District shall make every effort to minimize the number of buildings to which**
43 **any part-time employee is assigned.**
- 44

45 (d) Compensation – Computations
46

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 acceptable work schedule for the employee.
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 his/her 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 respective FTE.

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.**

1
2 **4. Clear definitions of programs and teacher responsibilities.**
3

4 **5. Eligibility areas.**
5

- 6 (b) Special education teachers and **services staff (SLP's, OT's, PT's)** will receive an additional
7 annual contract equal to **4%** of their annual base salary for IEP related activities (pro-rated for PT
8 staff). Activities could include writing IEP's, conducting IEP meetings, consulting with staff, and
9 consulting with families. In order to qualify for the additional contract, the IEP process must be
10 completed on time and be based upon state and federal guidelines.
11
- 12 (c) Compensation will be paid in 11 equal monthly installments beginning with October payroll. If
13 the employee fails to perform the responsibilities required, any over payment of additional
14 compensation may be withheld.
15
- 16 (d) **General education teachers who are required to attend IEP meetings will receive .5 per**
17 **diem hours for meetings that go beyond the regular work day and/or which supplants the**
18 **employee's regularly scheduled preparation time. General education teachers will need to**
19 **document the additional time as time worked beyond the contract day or in place of their**
20 **regularly scheduled preparation time on a certificated time sheet, including student initials,**
21 **the time in attendance, and submitted to the building secretary for approval of principal**
22 **and Special Services Director. By law, the general education teacher must attend the entire**
23 **meeting.**
24
- 25 (e) Exceptional circumstance IEP/ Professional Team preparation and meetings and/or service
26 requirements for eligible special education students may result in additional per diem time as
27 determined and authorized by the special education director.
28
- 29 (f) Facilities and Work Space: **Special education staff and itinerant personnel shall be provided**
30 **an appropriate working space to meet the needs of their assigned program.**
31
- 32 1. The working space shall be reserved for such personnel during the time they are regularly
33 scheduled into the building.
34
- 35 2. The needs for privacy and/or the protection of materials shall be met.
36
- 37 3. Such employees shall be provided access to a telephone where private conversations are
38 possible.
39
- 40 4. The specifics for making these arrangements shall be made by the building
41 principal/program manager after discussion with the employee and/or the appropriate
42 supervisor.
43
- 44 (g) Supplies, Materials and Equipment: **Special Education Teachers will be provided access to**
45 **same instructional materials as general education staff. Each program, in each building,**
46 **will receive a \$100 budget per year to purchase curriculum and/or program materials.**
47 **Purchases must have prior approval from special services and be requested by April 30th**
48
- 49 (h) **Specific special education staff (SLP, OT, PT or teachers in an SIS, Life Skills, BD, SCORE,**
50 **or Transition) shall attempt to create a schedule that includes contracted planning time.**
51 **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.

(i) 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).**

Table 3.06a

Position	Location	Students FTE or Case managed
Psychologist	ELEM	1: <u>1100</u> General Population
Psychologist	SECONDARY	1: <u>1100</u> General Population
SLP	ALL	1: <u>50</u> *
OT	ALL	1: <u>2750</u> General Population
PT	ALL	1: <u>4750</u> General Population

***If an SLP carries an individual load above 55, the District and SLPs shall meet to balance caseloads, and if this cannot be accomplished, the SLP shall receive overload payment of \$300 per semester or \$150 per trimester.**

3. **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 for all Special Education employees. The District will staff to the following caseloads. If caseloads enter into relief level 1 or 2, an overload remedy shall be provided based on the overload level below.**
4. **Programs named below are defined in the 2017-18 Special Services Handbook and are included in Appendix J of this Agreement.**

Table 3.06b

<u>Program Name</u>	<u>Individual Caseload</u>	<u>Relief Level</u>	
		<u>1</u>	<u>2</u>
<u>Special Education Pre-school</u>			
<u>Early Childhood Education</u>	<u>20</u>	<u>22</u>	<u>24</u>
<u>Elementary Self-Contained</u>			
<u>Life Skills</u>	<u>8</u>	<u>9</u>	<u>10</u>
<u>Structured Inclusion Setting</u>	<u>12</u>	<u>14</u>	<u>16</u>
<u>Structured Learning Center</u>	<u>8</u>	<u>10</u>	<u>12</u>
<u>Middle School Self- Contained</u>			

<u>Life Skills</u>	<u>10</u>	<u>11</u>	<u>12</u>
<u>Structured Inclusion Setting</u>	<u>14</u>	<u>16</u>	<u>18</u>
<u>Structured Learning Center</u>	<u>12</u>	<u>13</u>	<u>14</u>
<u>High School Self- Contained</u>			
<u>Life Skills</u>	<u>10</u>	<u>11</u>	<u>12</u>
<u>Structured Inclusion Setting- Moderate</u>	<u>12</u>	<u>14</u>	<u>16</u>
<u>Structured Inclusion Setting- Mild</u>	<u>14</u>	<u>16</u>	<u>18</u>
<u>Structured Learning Center</u>	<u>14</u>	<u>16</u>	<u>18</u>
<u>Transition House</u>	<u>14</u>	<u>16</u>	<u>18</u>
<u>Elementary Resource</u>			
<u>Resource Room</u>	<u>28</u>	<u>30</u>	<u>34</u>
<u>SCORE</u>	<u>20</u>	<u>21</u>	<u>22</u>
<u>Secondary Resource</u>			
<u>MS Resource</u>	<u>30</u>	<u>32*</u>	<u>34*</u>
<u>HS Resource</u>	<u>30</u>	<u>32*</u>	<u>34*</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.**

5. **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.**
6. **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 he/she 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, the following overload relief options shall be provided:**

Table 3.06c

	<u>Release Time</u>	<u>Paraprofessional Support</u>
<u>Relief Level 1</u>	<u>1 Day/Month</u>	<u>3.0 Hours/Day*</u>
<u>Relief Level 2</u>	<u>2 Days/Month</u>	<u>6.0 Hours/Day</u>

7. **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.**

- 1 8. When any special education certificated employee is over the number stipulated in
2 Relief Level 2 and the District is unable to hire additional FTE after twenty (20)
3 school days of an unfilled open posted position, additional compensation will be
4 offered to the employee at a % ratio of the workload multiplied by their per diem,
5 up to .2 FTE additional caseload per person. No staff will be asked to work more
6 than an additional .2 FTE contract. This additional FTE does not result in
7 additional benefit allocation.
8

9 **EXAMPLE: Middle School LS Teacher**

10 **Target Caseload: 10**

11 **If assigned 13 students, exceeds Relief Level 2 (Table 3.06b) by one student.**

12 **One student = 10% of Target Caseload.**

13 **Teacher is offered .1 FTE contract for the remaining time in overload.**
14

15 **EXAMPLE: Elementary School SIS Teacher**

16 **Target Caseload: 12**

17 **If assigned 18 students, exceeds Relief Level 2 (Table 3.06b) by two students.**

18 **Two students = 16.7% of Target Caseload**

19 **Teacher is offered .167 FTE contract for remaining time in overload.**
20

- 21 9. The District shall provide instructional paraprofessional time to assist each special
22 education teacher during instructional time for which the teacher is responsible.
23
24 10. Special education teachers will conference with the Special Services Director,
25 Psychologist, Principal, and if requested, CEA representative, to determine if additional
26 instructional paraprofessional time is needed in each classroom or program. Determining
27 factors can include: age and number of students in classroom, specific special education
28 needs of students, student health concerns, and other items as identified.
29

- 30 (j) Assignment and Transfer: After **two (2)** years as a special education employee in the District,
31 properly credentialed special education employees may choose to apply for regular education
32 classroom positions through the process set forth in Article III, Section P.
33

- 34 (k) Acronyms:

35 SLP = Speech Language Pathologist

36 OT = Occupational Therapist

37 PT = Physical Therapist

38 SCORE = Social Communication Occupation Resource Education

39 SIS = Structured Inclusion Services

40 **SLC = Structured Learning Center**
41

- 42 (l) **Special education teachers shall be informed of their tentative program assignment no later**
43 **than June 15th, based on spring forecasting, for the ensuing year.**
44

- 45 (m) **The District shall schedule one elementary early release and one secondary late start for the**
46 **purpose of ongoing training of special education staff.**
47

- 48 (n) **Special Education staff new to the District or when moving between programs, will be**
49 **trained in their professional service areas within the 1st month of employment. Training**
50 **will be provided in one of the following ways:**
51

1. During paid inservice,
2. During early-releases or late-starts
3. During the workday by providing substitute coverage for necessary training.
4. Uto 7 hours of compensation for the teacher to meet with a job-alike peer for guidance and training. That peer shall also receive up to 7 hours of compensation.

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).
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.
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:

- a. Identification of additional curricular resources and/or training to be provided to the employee
- b. Differentiated materials and resources
- c. Allocation of additional staff assistant time to the classroom
- d. The establishment of a co-teaching arrangement with another certificated staff member.
- e. Adjustment of class lists and/or schedules
- f. 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) Planning Time for Co-teaching (Special Education/General Education)

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 differentiation and modification of instruction shall be made available to all general education teachers. Such training shall be offered during professional development days or at other mutually agreed times.

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 building-wide early release days may be scheduled at a building site on an "as needed" basis to be determined by the majority of the building staff.

1 3. There must be a minimum of three (3) straight weeks of uninterrupted Wednesday
2 preparation periods between District and/or building days.

3
4 4. All remaining undesignated early release **Wednesdays** shall be employee directed
5 preparation time.

6
7 (b) During each year of this agreement, each Wednesday will be an early release day. The exception
8 would be the first Wednesday of the school year if the first day of school falls on a Wednesday.
9

10 **Section 3.09 Evening Community/Parent Events**

11
12 (a) During the course of a school year, there will be no more than two evening community/ parent
13 activities scheduled that require staff attendance. A staff member who has a scheduled conflict
14 with one of these evening activities will notify the principal. In the event an individual is not able
15 to participate in the scheduled event(s) the administrator will coordinate with the individual to
16 schedule a replacement event(s) that year or the following year.

17
18 (b) Additional community/parent evening activities where attendance is requested will be voluntary
19 and will be compensated at the per diem rate of pay.

20
21 (c) The annual building schedule of all evening activities requiring staff attendance shall be
22 developed and distributed by September 30 each year. The schedule will only be altered with the
23 agreement of the majority of the teaching staff.

24
25 (d) Participation or non-participation in these activities shall not be a subject for evaluation. This
26 clause will only apply to school-wide activities.
27

28 **Section 3.10 Insurance and Fringe Benefits**

29
30 The District shall provide full contribution for each eligible employee (employees who are contract at .5
31 FTE or higher) in the bargaining unit for all fringe benefit insurance programs pursuant to the following:
32

33 (a) All programs requiring one hundred percent (100%) participation shall be contributed to by all
34 employees as a first priority.

35
36 (b) Each less than full time eligible employee shall receive a percent of premium contribution on all
37 fringe benefit insurance programs equal to his or her contracted percentage worked to full time.

38
39 (c) For the duration of this contract, the District will contribute the maximum amount per month
40 funded by the state per FTE to the benefit pool for certificated benefits for each full-time
41 employee or employee working .5FTE or more. The District shall pay the full amount of the
42 retiree remittance for bargaining unit members as determined by the state for contribution to the
43 Washington State Health Care Authority for the term of this agreement.

44
45 (d) The State support amount for the insurance pool shall be further increased by an additional
46 **\$20.00** per month per FTE in each year of this agreement.

47
48 (e) Employees will be asked to make their selections no later than September 15 of each year. After
49 all employees have made their selections, the District shall calculate the insurance pool, annually,
50 no later than the October payroll cutoff.
51

- 1 (f) Each employee shall pay a minimum monthly charge of 2% of the employee-only coverage
2 premium for the plan chosen by the employee. Such minimum monthly charge shall be paid
3 regardless of the impact of pooling. The 2% shall be calculated based on the established monthly
4 rates for the benefit year it applies to.
5
- 6 (g) The District shall provide notice to all employees of the respective rates of their selected plans
7 after all contributions, calculations, and allocations in rounds of the pool have been completed.
8
- 9 (h) An employee whose spouse is also a District employee eligible for a District insurance
10 contribution, and a member of the bargaining unit, may combine his or her insurance allocation
11 with that of his or her spouse for the purchase of a single insurance plan to offset the employee's
12 out of pocket costs for medical insurance premiums (e.g. the purchase of one employee plus
13 spouse plan rather than two employee-only plans.) The unused portion of the insurance allocation
14 shall be returned to the insurance pool.
15
- 16 (i) The District shall make payment of all premiums for each employee to assure coverage for the
17 full twelve-month period commencing October 1 and ending September 30. If an employee
18 terminates his/her employment prior to June, coverage of insurance shall terminate at the end of
19 the month in which termination occurred.
20
- 21 (j) After September 15th, eligible persons not enrolled when newly eligible will not be enrolled until
22 the next open enrollment. Acceptable changes after the open enrollment period are:
23
- 24 1. Marriage or divorce
 - 25 2. Birth or adoption of dependent children
 - 26 3. Change in status of dependent or employee
 - 27 4. Carrier or dependent becomes eligible for Medicare
 - 28 5. Change of domestic partner status
- 29
- 30 (k) New employees to the District hired between the 1st and 15th of any month shall receive
31 coverage on all fringe benefit plans on the first day of the next month. Employees hired between
32 the 16th and 31st of any month shall receive coverage on all fringe benefit plans on the first day
33 of the second month following hire.
34
- 35 (l) No later than March 31 of each year, the District shall convene an insurance committee of CEA
36 selected members and Human Resources to review plans, secure bids as requested, and solicit
37 quotes for the future school year. If there is no agreement to make changes, the current plans,
38 listed below, will continue to be provided to an eligible employee, his/her family and or domestic
39 partner as governed by state statute:
40
- 41 1. **WEA Select health plan** for employee/spouse/child(ren) OR, optional equivalent Kaiser
42 plan.
 - 43 2. Washington Dental Service Plan I (Composite) plus Orthodontia Plan II.
 - 44 3. WEA/Blue Cross Vision Care Plan I.
 - 45 4. The District will provide pooling as it equates to Washington State statute.
 - 46 5. **Standard Life Long-Term Disability.**
- 47
- 48 (m) The following option is available under payroll deduction at the employee's expense:
49 WEA/Washington National Salary Insurance
50

Section 3.11 Sick Leave

- (a) Sick leave may be used for illness, injury, emergency and family care.
- (b) Every person under a contract for a full school year (180 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.
- (f) For this bargained period, employees who have accumulated in excess of 180 days may cash out up to twelve (12) excess days so as to come into compliance with Paragraph I, Section III, F, Sick Leave (maximum accumulation 180 days). If any excess days remain, those days may be used for sick leave for remainder of contract but not for cash-out purposes.
- (g) Sick Leave Sharing: The District shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition.
- (h) Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment with the District.
- (i) The procedures that govern this program are as outlined in Board Policy 5406 (Appendix B.)
- (j) *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).

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,

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

- 5
- 6 (b) Upon an employee's request, a leave of absence may be extended because of extenuating
7 circumstances for one additional year on the recommendation of the Superintendent when
8 approved by the School Board.
9
- 10 (c) Provided, the certificated employee taking the place of a person on leave shall receive a contract
11 limited to one year in accordance with RCW 28A.405.900.
12
- 13 (d) Leaves of absence shall be limited to a maximum of 5% of the certificated staff during any one
14 year.
15
- 16 (e) A request for a leave of absence may be denied if the impact on any one area of the instructional
17 program is too great.
18
- 19 (f) Certificated employees returning from leave are assured of a position with the Camas School
20 District. Every effort will be made to place the certificated employee in the same position or a
21 similar position upon returning to the District. Provided it is the certificated employee's
22 responsibility on leave to notify the District by April 1 of the year in which he is returning
23 whether or not he intends to return. If there is no contact or notification prior to April 1, the
24 District's obligation to retain a position for the employee shall cease.
25
- 26 (g) **Any employee returning from a one year full-year's leave of absence classified as sick leave,**
27 **and who indicates by April 1st his/her intent to return from leave the following year, shall**
28 **be included in staffing at the position last vacated before staffing adjustments are made. In**
29 **the event that no position is available, reduction in force language shall apply.**
30
- 31 (h) **Refer to Appendix C of this Agreement regarding return from leave.**
32
- 33 (i) Upon returning to the District, the certificated employee who has been granted a year's leave of
34 absence shall be placed on the appropriate step on the salary schedule but receive no credit for the
35 experience step on the salary schedule for the year of leave. The person returning retains the
36 accumulated years of experience and the accumulated days of sick leave as well as the continuing
37 contract status. The certificated employee shall retain the right to participate in group insurance
38 plans at his own expense while on leave with the approval of the insurance company.
39

40 **Section 3.13 Leave for Reasons Other than Illness**

41

- 42 (a) A certificated educational employee who anticipates the necessity for taking a leave (other than
43 sick leave) shall make proper application to his/her building principal or supervisor. Employees
44 shall be granted the following kinds of leaves with full pay during the school year as noted below
45 and the employee shall pay for substitutes as noted below. All leaves granted under these
46 provisions will be in units of full or half days. Full pay is defined as "no loss of pay to the
47 certificated employee, and the District paying the substitute cost" unless otherwise noted.
48
- 49 (b) Bereavement Leave: Bereavement leave for each death in the family -- up to four (4) days
50 bereavement with full pay will be granted for each occurrence in the employee's family. In cases
51 where emergency factors or travel problems are involved, the employee may request to use any

1 unused emergency leave benefits. Family is defined to include mother, father, sister, brother,
2 husband, wife, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-
3 in-law, sister-in-law, grandchild, grandparents, grandparents-in-law, step-father, step-mother,
4 step-father-in-law, step-mother-in-law, aunt, uncle, niece, nephew and/or anyone who has lived in
5 the home.
6

7 (c) Emergency Leave
8

- 9 1. Up to three (3) days of emergency leave with full pay shall be available to certificated
10 employees. For purposes of this leave, an emergency is a situation or adversity of such a
11 nature that preplanning is not possible. Emergency leave could not be used where good
12 judgment would logically dictate that the matter could and should have been dealt with in
13 some other manner. Two (2) additional days of emergency leave may be granted at the
14 discretion of the superintendent or his/her designee. One (1) day of emergency leave may
15 also be requested for the death of a close personal friend.
16
- 17 2. Emergency leave may not be used for vacation periods or extensions thereof, recreational
18 outings, or for business or social appointments, nor for matters of personal convenience.
19
- 20 3. An employee who finds it necessary to be absent from assigned duties by reason of an
21 emergency will notify the building principal at the earliest possible moment. Upon return
22 to duty, the employee will be required to complete a leave request form stating the reason
23 for the reported absence.
24

25 (d) Personal Leave
26

- 27 1. Each employee shall receive three (3) personal leave days annually. The first and second
28 days shall be at no loss of pay. For the third day, which is not accumulative, employees
29 will receive differential pay. Differential pay is defined as the difference between the
30 employee's daily pay and the District's regular substitute rate. Personal leave is
31 accumulative to a maximum of five (5) days. The employee shall not be asked to give a
32 reason for the use of this leave.
33
- 34 2. An employee, beginning in his/her 17th year of teaching service, in/out of the District or
35 State, and thereafter, shall receive a 3rd fully paid day of leave annually. This fully paid
36 day may not be accrued or cashed out.
37
- 38 3. In an effort to ensure a smooth opening and closing of the school year, personal leave
39 would not normally be granted during the first five (5) days of a school year and the last
40 five (5) days of a school year. Exceptions will be allowed by the Superintendent/designee
41 only for significant family events or education reasons.
42
- 43 4. No more than twenty (20) employees District-wide will be granted personal leave on the
44 workdays immediately prior to/or following Thanksgiving and winter break. Employees
45 requesting a personal leave must submit a signed request to human resources. These days
46 will be approved on a first-come first-served basis with the human resource department.
47
- 48 5. Whenever possible, all personal leave requests will be made to the building principal at
49 least five (5) working days in advance of the intended absence.
50

- 1 6. To maintain the number of days of student-teacher contact and encourage attendance at
2 work, a cash-out system for personal leave day(s) not used shall be established. Any
3 personal leave day(s) not used may, at the employee's option, be cashed in at a rate of
4 one substitute teacher per day rate of pay for each personal leave day not used This cash-
5 out will be paid in August. If the employee opts for personal leave cash-out, a request
6 must be sent to payroll by the last day of June each year. Absent a notification for a cash
7 out, unused leave will automatically roll over to the next year up to the maximum
8 allowed.
9
- 10 (e) Family Leave: Each employee may request family leave as stipulated by District Policy 5323 and
11 federal statute. (**See Appendix C**).
12
- 13 (f) **Parental** Leave: Three (3) days of **Parental** Leave at full pay shall be allowed to be utilized for
14 the birth of a child. **Parental Leave may be used by either fathers or mothers.**
15
- 16 (g) Adoption Leave: Eight (8) non-accumulative days of leave with full pay shall be allowed either
17 parent or both for the adoption of a child. Two (2) additional days may be allowed provided the
18 employee pays for the substitute.
19
- 20 (h) Maternity Leave
21
- 22 1. In accordance with WAC 162.30.020, a woman is entitled to take a Leave of Absence for
23 childbirth for a reasonable length of time and thereafter return to the same or similar
24 position consistent with the School District's policy on temporary disability.
25
- 26 2. Upon application, the District shall grant maternity leave for the time an employee is
27 disabled due to pregnancy. The following guidelines will apply:
28
- 29 3. The employee will be allowed to work as long as she is capable of performing her job
30 and as long as her health care professional concurs.
31
- 32 4. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and
33 recovery there from are, for all job-related purposes, considered disabilities.
34
- 35 5. To be entitled to maternity leave, a woman shall inform the administration at least thirty
36 (30) days in advance of her intention to take leave; the approximate time she expects to
37 return to work; and, within thirty (30) days after childbirth, shall inform the
38 administration of the specific day when she will return to work.
39
- 40 6. The employee will be required to supply a health care professional release indicating the
41 duration of the disabled period. The employee may use any accrued sick leave or unpaid
42 leave during the period of disability.
43
- 44 7. Family leave or a leave of absence can be requested in accordance with board policy and
45 contract provisions.
46
- 47 (i) Short-Term Unpaid Leave: Approval of requests for unpaid leave of up to three (3) days will be
48 at the discretion of the superintendent or his/her designee. Requests for more than three (3) days
49 will be made to and approved at the discretion of the school board. Requests to the school board
50 must be made in time for consideration at regularly scheduled board meetings.
51

(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:
2. The Employee shall provide a copy of orders and proof that such duty is mandatory.
3. Absence for active training duty shall not exceed fifteen (15) days per year.
4. 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 his/her regular salary, up to and including five (5) days, less any compensation received for his/her 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 his/her 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 his/her 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

1 President. The request for leave must be made to the Superintendent a minimum of five (5) days
2 in advance unless there is an emergency. Release will be given unless it can be shown that such
3 leave would seriously affect the education process.
4

5 (b) In addition to the above, the Association President shall submit a quarterly plan for additional
6 Association leave days to the Superintendent, to be jointly approved.
7

8 (c) The Association agrees to pay the total cost of the substitute wages for these days. The
9 certificated employee taking this leave will not suffer any loss in pay or fringe benefits.
10

11 (d) The Association agrees to defend, indemnify and hold harmless the District (suits by the District
12 excepted) against any and all claims, pursuant to proper implementation of the Article, contingent
13 upon: (1) The District's agreement that the Camas Education Association shall be authorized to
14 defend such suit through an attorney of Camas Education Association's choosing and (2) the
15 District's agreement to provide full cooperation and information to the Camas Education
16 Association in defending any suit which may be brought against it as a result of this Agreement.
17

18 (e) If the Association and the District agree to conduct any joint training related to contract
19 bargaining, the Association President and Superintendent will meet to determine the number of
20 release days required, if any, to conduct the training. Substitute wages for Association members
21 involved in the training will be paid by the Association but the training days will not be deducted
22 from the forty (40) days of annual allocation.
23

24 (f) Presidential Leave
25

26 1. The District shall grant release time up to a maximum of half-time release for one school
27 year to the Association President.
28

29 2. If less than half-time, the Association President shall submit a quarterly plan for
30 Association leave days to the Superintendent, to be jointly approved. The Association
31 agrees to pay the total cost of the substitute wages for these days. The Association
32 President taking this leave will not suffer any loss of pay or fringe benefits.
33

34 **Section 3.15 Association Appointment Leave** 35

36 (a) Officer Leave: Leave without pay shall be granted, when required, to any Association member
37 who shall have been elected or appointed to a position in the National Education Association,
38 Washington Education Association, or the WEA-Riverside UniServ Council. The employee shall
39 notify the Superintendent of the need for leave upon verification of his/her election or
40 appointment to that position. Leave shall be for the duration of time in that office, either
41 continuous or on a daily basis, depending on the nature of the position. Upon return, the
42 employee shall be returned to his/her former position, if available, or if not available, to a
43 substantially equivalent position with at least equivalent compensation. He/she shall retain all
44 seniority and tenure.
45

46 (b) Committee Leave: Association members may request leave to serve on Association committees
47 or task forces or to accept appointments as professional representatives to education committees
48 at the state or national level. Approval of such leave may be granted by the Superintendent based
49 upon the following criteria:
50

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 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 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 present a representative of the Association during any formal disciplinary action. (Formal discipline is any discipline that is provided 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, he/she must state to the employee, this is a verbal warning and therefore the first step in the disciplinary procedure.

- 1 (e) Any complaint made against an employee or person for whom the employee is administratively
2 responsible, by any parent, student, or other person will be promptly called to the attention of the
3 employee. Any complaint not called to the attention of the employee within ten (10) days of
4 knowledge of the alleged complaint may not be used as the basis for any disciplinary action
5 against the employee. **At the employee's request, the employee shall be informed of the exact**
6 **position of complainant (student, parent/guardian, colleague, administrator or patron), the**
7 **exact frequency and number of complaints, and whether the complaints were**
8 **communicated verbally or in writing.**
9
- 10 (f) These enumerated forms of discipline, failure to adhere to the evaluation criteria, as well as
11 procedural errors in evaluation of an employee's performance shall be subject to the grievance
12 procedure; provided, however, that any employee receiving a notice of probable cause for
13 discharge or adverse effect on his/her contract pursuant to RCW 28A.405.300 or receiving a
14 notice of probable cause for non-renewal of contract pursuant to RCW 28A.405.210 or RCW
15 28A.405.220 shall have only the statutory rights set forth in RCW 28A.405.310 and RCW
16 28A.405.220.
17

18 **Section 3.18 Assignments, Transfers and Hiring Procedures**

19

- 20 (a) The assignment, reassignment, transfer and/or hiring of certificated employees is a responsibility
21 delegated to the administration by the Board. In carrying out the responsibilities, the
22 administration will follow these procedures for open positions:
23
- 24 (b) Definitions
- 25
- 26 1. **Opening:** A vacant or newly created position.
 - 27
 - 28 2. **In-building movement:** Prior to declaring an opening, in-building staff members shall
29 have an opportunity to request reassignment.
30
 - 31 3. **Transfer: The relocation of an employee from one building to another.**
 - 32
 - 33 4. **Reassignment: The movement from one position to another within the same**
34 **building.**
 - 35
 - 36 5. **Voluntary Transfer:** A request by a certificated employee to be assigned to an open
37 position in another school.
38
 - 39 6. **Involuntary Transfer:** The assignment by the District of a certificated employee to
40 another school that he/she has not requested.
41
 - 42 7. **Administrative Transfer: The transfer, direct by the Superintendent, of a**
43 **limited number of staff each year to serve the best interests of students or school**
44 **staff.**
 - 45
- 46 (c) **The annual assignment of high school teachers within a building and of special services**
47 **itinerant staff is not considered a transfer or reassignment.**
48
- 49 (d) Prior to the end of the school year, employees who wish to be notified of any summer postings
50 shall notify the District of their home email and phone number. Employees shall be given no less
51 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:
 - i. 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.
 - ii. 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.
 - iii. In-District personnel requesting a transfer to an open position will be interviewed for the opening provided he/she meets 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.
 - iv. If an employee is not the selected candidate, upon the employee’s request, the superintendent or his/her designee shall notify the employee of the reason(s) for not granting the request.
 - v. During the school year when openings occur in the District, notices will be posted on the CSD web-site and a District e-mail 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 his/her discretion may grant exceptions for transferring employees to subsequent openings.

3. Involuntary Transfer Procedures:

- i. **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.**
- ii. No employees will be involuntarily transferred for disciplinary reasons.
- iii. As soon as possible after the need for an involuntary transfer is determined, Administration will meet with the affected employee, at which time he/she will be notified of the reason for the transfer.
- iv. If there are assignment options available, the employee will be notified and will be asked to indicate his/her preference of assignment.
- v. 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.
- vi. At the elementary level, any employee **involuntarily reassigned to a grade level two or more grade levels above or below** the grade he/she is 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.
- vii. 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.
- viii. If an employee is involuntarily transferred out of his/her major or minor area, the employee may discuss possible training opportunities with the principal, subject to budgetary considerations.

4. Conditions Applicable to ALL Transfers:

- i. Prior to any transfer, voluntary or involuntary, the Administration will meet with the certificated employee to discuss the transfer.
- ii. 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.
- iii. 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.

- iv. 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.
- v. 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.
- vi. This moving allowance is not meant for secondary teachers who have to teach in different rooms.
- vii. 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.**

- 1
2 (k) For elementary Intervention Specialist Roles, the buildings to be served and the programs
3 (math, literacy, etc.) shall be identified by June 1st, and specific Specialist assignments shall
4 be determined no later than Sept. 30th. As student enrollment changes occur, assignments
5 may be adjusted. These adjustments are not considered transfers or reassignments.
6
7 (l) Administrative Transfer: The Superintendent may administratively transfer an employee in
8 order to serve the best educational interests of students and/or the school staff.
9
10 1. Candidates for administrative transfer will be notified by their immediate supervisor no
11 later than March 15; The potential transferee may indicate grade level, subject area,
12 and site preference by March 31. Early engagement with the Association president or
13 designee is encouraged; minimally, the president or designee shall be informed of
14 administrative transfer decisions in conjunction with notification of the candidate.
15
16 2. Administrative transfers shall be into open positions. If no such position exists, the
17 District and Association shall work together to determine a mutually agreed upon
18 solution.
19
20 3. Employees may not be administratively transferred again for three years except by
21 mutual agreement between the District and the affected employee.
22
23 4. No more than 1% of the certificated staff may be administratively transferred per year.
24
25 5. Administratively transferred employees will receive assistance in moving to the new
26 location consistent with conditions applicable to all transfers described in this section,
27 but will not have the right to return to the assignment and location from which they
28 came, unless mutually agreed upon by the District and Association.
29
30 6. Outside of notice to the Association, the District shall not disclose the names of
31 employees administratively transferred to any but the affected administrators, who
32 shall also keep the information confidential.
33
34 7. Following administrative transfer to a new building, the employee will meet with the
35 new principal to discuss opportunities and needs for professional training and growth in
36 the new position. If the principal lists as an option for the employee to take certain
37 course work, workshops, days for curricular work, etc., the District will pay for the
38 costs of such options, including additional time at per diem rates for non-contract time.
39
40 8. Administratively transferred employees will be provided the opportunity to purchase
41 teaching materials appropriate to a new grade level or subject matter assignment in an
42 amount not to exceed \$250.
43

44 Section 3.19 Layoff and Recall

- 45
46 (a) Procedures for Staff Reduction: In the event the Board of Directors adopts a reduced educational
47 program, those teachers and other certificated employees who will be retained to implement the
48 District's reduced or modified program will be identified by using the procedures outlined in this
49 article. Categorically funded programs will be continued if it is determined by the District to be
50 to the benefit of the educational program.

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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.
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. Programs: Retention of staff will occur within the following programs:
 - i. Elementary classroom teachers, **K-5**, who possess a Washington State Teaching Certificate.
 - ii. Secondary classroom teachers, **6-12**, who possess secondary endorsements in accordance with WAC 180-79, and who possess a Washington State Teaching Certificate.
 - iii. Other certified positions:
 - Specialists by field of specialty (e.g. art, music, physical education, reading, intervention etc.)
 - Special education by field of specialty
 - Vocational teacher
 - Psychologist
 - Elementary counselor
 - Secondary counselor
 - Elementary library/media
 - Secondary library/media
 - Other ESA personnel (e.g. CDS, OT, PT etc.)
 - iv. Certified employees holding positions within programs which are funded with categorical moneys shall be retained according to federal and state requirement for said position(s).
5. Placement in Programs:
 - i. To qualify for placement in any program, the certified employee must:
 - a. Have an applicable Washington State Teaching Certificate, and
 - b. Possess the endorsement specified in WAC 180-79 required by the position, or

- 1 c. Have had a minimum of one (1) year of professional experience of at
2 least two (2) periods in each additional category or specialty.
3
- 4 ii. Each certificated staff member will be considered first for retention in the
5 program in which the position is held at the time of the implementation of these
6 procedures.
7
- 8 iii. If not selected in a program in which he/she is currently teaching, staff members
9 shall also be considered for retention in such additional programs for which the
10 staff member is qualified according to **Section 3.19(a)5.i above**.
11
- 12 iv. The District will list, by seniority, those staff members qualified in each
13 designated program. The staff members will have an opportunity to verify
14 placement on each list prior to action by the District.
15
- 16 6. **Selection Within Programs:** Certificated staff members shall be considered for retention
17 in available positions within the program for which they qualify under Section c. In the
18 event that there are more qualified employees than available positions in a given
19 program, the following criteria shall be used in sequential order to determine placement
20 in the available position(s).
21
- 22 i. Teaching seniority in the state of Washington
23 ii. Teaching seniority in the Camas School District
24 iii. Seniority in the teaching profession
25 iv. Credits earned beyond the BA or MA as recognized for placement on the salary
26 schedule
27 v. Flexibility in terms of certification
28 vi. Lottery
29
- 30 (b) The actions required to meet District needs and State statute will be implemented on or before
31 May 15 by the District. All certificated staff members who are not recommended for retention in
32 accordance with these procedures shall be terminated from employment and placed in an
33 employment pool for possible re-employment. Employment pool personnel will be given the
34 opportunity to fill open positions within the programs for which they are qualified. If more than
35 one such staff member is qualified for an open position, the criteria set forth in Section **3.19(a)6**
36 shall be applied to determine who shall be offered such position.
37
- 38 1. It shall be the responsibility of each staff member placed in the employment pool to
39 notify the Superintendent or his designee in writing by February 1 of the succeeding year
40 if such staff member wishes to remain in the employment pool.
41
- 42 2. When a vacancy occurs for which person(s) in the employment pool qualify, notification
43 from the School District to such individual will be by certified mail or by personal
44 delivery. Such individual will have five (5) calendar days from the receipt of the letter to
45 accept the position. If an individual in the employment pool fails to accept a position for
46 which he/she is eligible, the District's obligation to the certificated employee ceases. If a
47 certificated employee in the employment pool signs a contract in another school District,
48 the District's obligation to the certificated employee ceases.
49
- 50 3. The District will utilize employment pool personnel as substitutes in positions for which
51 they are qualified on a first priority basis before hiring other substitutes.

- 1
2 (c) In no event will personnel outside the bargaining unit be included on the seniority list in the event
3 of layoff.
4

5 **Section 3.20 Certificated Employees' Evaluation Procedure**

6

- 7 (a) The purpose of this evaluation procedure shall be to recognize high levels of performance
8 and encourage improvement in specific identifiable areas through constructive and fair
9 assessment of certificated employee competency, strengths, and weaknesses as they relate to
10 the effective operation of the instructional program and provide support for professional
11 growth. The evaluation system will encourage respect in the evaluation process by the
12 persons conducting the evaluations and the persons subject to the evaluation by recognizing
13 the importance of objective standards and minimizing subjectivity.
14
15 (b) All certificated employees shall be evaluated each year strictly in accordance with the
16 procedures and criteria set forth in this section.
17
18 (c) Evaluations shall be conducted openly and within the full knowledge of the certificated
19 employee.
20
21 (d) Definitions: Refer to WAC 392-191A-030 for definitions of terminology not detailed below.
22
23 1. Evaluator: A certificated administrator who has been trained in observation,
24 evaluation and the use of the specific instructional framework and rubrics contained
25 in this agreement and any relevant state or federal requirements. All Evaluators
26 shall demonstrate competence in observing Teachers with inter-rater agreement.
27 The Evaluator shall assist the Teacher by providing support and resources.
28
29 2. Instructional Framework: The adopted evidence-based instructional framework
30 developed by Marzano and approved by OSPI.
31
32 3. Evaluation Criteria: One of the eight (8) state defined categories to be scored. The
33 state evaluation criteria are:
34 i. Centering instruction on high expectations for student achievement,
35 ii. Demonstrating effective teaching practices,
36 iii. Recognizing individual student learning needs and developing strategies
37 to address those needs,
38 iv. Providing clear and intentional focus on subject matter content and
39 curriculum,
40 v. Fostering and managing a safe, positive learning environment,
41 vi. Using multiple data elements to modify instruction and improve student
42 learning,
43 vii. Communicating and collaborating with parents and the school
44 community, and
45 viii. Exhibiting collaborative and collegial practices focused on improving
46 instructional practices and student learning.
47
48 4. Component: The sub-section of each criterion as defined by the state evaluation
49 framework.
50

- 1 5. Evaluation Process: The process which begins with the goal-setting meeting between
2 Teacher and Evaluator each school year and ends with the placement of the
3 evaluation report in the certified employee's personnel file.
4
- 5 6. Comprehensive Evaluation: As defined by law, a Teacher on comprehensive
6 evaluation shall be evaluated using all eight state criteria as well as student growth.
7 A comprehensive summative evaluation cycle shall begin with the first contract day
8 and conclude no earlier than May 15th of the school year.
9
- 10 7. Focused Evaluation Option (FEO): As defined by law, a Teacher on focused
11 evaluation shall be evaluated on one of the eight state criteria. Criterion scores
12 include applicable framework rubrics and Washington state student growth
13 rubrics. If criterion 3, 6, or 8 is selected, Evaluators will use the accompanying
14 student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, the Evaluator will use
15 student growth rubrics from criterion 3 or 6.
16
- 17 8. Professional Growth Activity or Goals: As mentioned in RCW (28a.405.100 12c: I),
18 "professional growth activity or goals" refers to the Teacher's intentional focus,
19 during the Focused Evaluation Option, on a specific criterion within the evaluation
20 framework.
21
- 22 9. Student Growth: The change in student achievement between two points in time
23 within the current school year, as determined by the Teacher. Assessments used to
24 demonstrate growth must predominantly originate at the classroom level and be
25 initiated by the classroom Teacher. Assessments used to demonstrate growth must
26 be appropriate, relevant, and may include both formative and summative measures.
27 Student growth data that is relevant to the Teacher and subject matter must be a
28 factor in the evaluation process and must be based on multiple measures that can
29 include classroom-based, school-based, District-based, and state-based tools.
30 Student growth data elements may include the Teacher's performance as a member
31 of a grade-level, subject matter, or other instructional team within a school when
32 the use of this data is relevant and appropriate. Student growth data elements may
33 also include the Teacher's performance as a member of the overall instructional
34 team of a school when use of this data is relevant and appropriate. As used in this
35 subsection, "student growth" means the change in student achievement between two
36 points in time. RCW 28a.405.100 (2f)
37
- 38 10. Evidence: In addition to the definitions established in WAC 392-191A-030, evidence
39 should be gathered from the normal course of employment and directly related to
40 the performance of teaching duties. Hearsay from parents or anonymous sources
41 shall not be used as evidence used to draw evaluative conclusions about a Teacher's
42 instruction.
43
- 44 11. Artifact: Any product generated, developed or used by a certificated Teacher. The
45 certificated Teacher and his/her Evaluator are mutually responsible for collection of
46 artifacts. Artifacts should not be created specifically for the evaluation system.
47 Additionally, tools or forms used in the evaluation process may be considered as
48 artifacts.
49
- 50 12. Formal Observation: The pre-arranged actual viewing of the certified employee
51 working in assigned areas during a specific period of time.

1
2 **13. Observation Report: A written summary of the situation observed during a formal**
3 **observation.**
4

5 **14. Determination from Casual Observation: For the purposes of evaluating,**
6 **observations or determinations outside of the actual assigned instructional area may**
7 **be made and included in the final evaluation report. These observations or**
8 **determinations must be made directly by the Evaluator and the conclusions reached**
9 **must be based upon factual evidence. Hearsay evidence shall never be included in**
10 **written evaluations. Casual observation or determination must be directly related to**
11 **the Teacher evaluation criteria. If casual observation raises concerns, an informal**
12 **or formal documented observation must then be conducted to confirm casual**
13 **observation.**
14

15 **15. Current Conditions: Current conditions are constraints or facilitating factors in**
16 **that setting and shall be noted on the observation report at the discretion of the**
17 **Evaluator or at the employee's request. Examples of current conditions include (but**
18 **are not limited to) being a roving or itinerant Teacher, proportion of IEP or 504**
19 **students, or student transience or turnover.**
20

21 **16. Evaluation Report: The document which summarizes the observation reports and**
22 **casual observations/ determinations and which becomes a part of the certified**
23 **employee personnel file.**
24

25 **17. Not Satisfactory:**

- 26
- 27 i. **Level 1: Unsatisfactory – Receiving a summative score of 1 is not**
28 **considered satisfactory performance for all Teachers.**
 - 29
 - 30 ii. **Level 2: Basic – If the classroom Teacher is on a continuing contract**
31 **with more than five years of teaching experience and if a summative**
32 **score of 2 has been received two years in a row or two years within a**
33 **consecutive three-year period, the Teacher is not considered performing**
34 **at a satisfactory level. RCW 28a.405.100 (4a: i.-ii.)**
35

36 **(e) Applicability to Unique Assignments:**
37

- 38 **1. Teachers on Special Assignments (TOSAs) and Teacher Learning Leaders (TLLRs)**
39 **do not contribute to the administrator's evaluation of the Teacher. They can**
40 **provide support to Teachers related to the eight criteria, instructional framework,**
41 **and student growth process.**
42
- 43 **2. TOSAs are evaluated using the State Teaching Criteria.**
44
- 45 **3. Teacher Librarians will be evaluated using the same procedures as Teachers, except**
46 **for using the Teacher-Librarian Criteria piloted in 2015-16.**
47
- 48 **4. Counselors shall use Appendix F of this Agreement for evaluations; Other**
49 **Educational Staff Associates (ESAs) will utilize the Educational Staff Associate**
50 **Evaluation (Appendix E) for general evaluation. Broad job descriptions for the**
51 **ESAs are as follows:**

- i. 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.
- ii. 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.
- iii. Physical Therapist: Staff providing support for students as outlined in RCW 18.74.010
- iv. Occupational Therapist: Staff providing support for students as outlined by RCW 18.59.020
- v. 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.

1 including gathering and interpreting data with individual students. SLPs
2 are responsible for meeting federal and state mandates as well as local
3 policies in performance of their duties. Activities may include Individualized
4 Education Program (IEP) development, Medicaid billing, report writing,
5 and treatment plan/therapy log development.

6
7 (f) General
8

- 9
10 1. Within each school the Principal or his designee, hereinafter called "Evaluator(s),"
11 shall be responsible for the evaluation of certificated employees assigned to that
12 school. The administrative organizational plan of the District shall be used to
13 determine lines of responsibility for evaluation of certificated employees assigned to
14 more than one school or for certificated employees not regularly assigned to any
15 school. Principals or other supervisors may designate other supervisory certificated
16 staff to assist in the evaluation process. The Principal will serve as the primary
17 Evaluator of the special education Teachers and the special education director will
18 provide input to the Principal. Input shall include objective data including but not
19 limited to case load and legal compliance. The special education director will serve
20 as the primary Evaluator for the itinerant staff and the Principal will provide input
21 for evaluation purposes.
22
23 2. Prior to the beginning of the evaluation process, each Evaluator shall meet with the
24 certificated employees whom s/he shall evaluate to review and discuss the evaluation
25 procedures and criteria.

26 (g) Assignment of Evaluators
27

- 28 1. The administrative organization plan of the District shall be used to determine lines
29 of responsibility for evaluation for any employee who is not regularly assigned to
30 any school. Any Principal or other Evaluator may designate other supervisory
31 employees to assist in the observation and evaluation process.
32
33 2. All employees shall be notified of their designated Evaluator no later than
34 September 15.
35
36 3. An employee assigned to more than one building shall be evaluated by an
37 administrator appointed by the Superintendent or designee. The employee may
38 request a different one of his/her supervising administrator(s) as a second
39 Evaluator, but must do so in writing with rationale to the director of personnel no
40 later than October 15. If such a request is denied, a written denial and rationale
41 shall be provided to the employee no later than October 31.
42
43 4. Any employee shall have the right to request through the building Principal or the
44 Evaluator's Evaluator, a different Evaluator than the one that is initially assigned.
45 This request must come prior to October 1 and prior to the initial goal setting
46 meeting in order that the entire evaluation cycle may be completed. This request
47 shall come in writing and must articulate the specific rationale for requesting a
48 different Evaluator. The District must return in writing a decision on this request
49 within ten working days of receipt of the request. Changes in Evaluator cannot
50 conflict with RCW 28a.405.100 (4a,ii,b).
51

- 1 5. If the request is denied, the Evaluator's Evaluator or designee will be present at the
2 mid-year check and summative evaluation meetings upon Teacher request.
3
- 4 (h) A comprehensive evaluation must be completed at least once every four years.
5
- 6 (i) A Teacher or Principal may be transferred from a focused evaluation to a comprehensive
7 summative evaluation at the request of the Teacher or Principal, or at the direction of the
8 Teacher's or Principal's Evaluator. The final decision to transfer a Teacher from focused to
9 comprehensive rests on the Evaluator or the Evaluator's Evaluator, and should be decided
10 as early in the school year as possible, and no later December 15th (WAC).
11
- 12 (j) The following categories of classroom Teachers shall receive an annual comprehensive
13 summative evaluation:
14
- 15 1. Classroom Teachers who are provisional employees under RCW 28A.405.220;
16
- 17 2. Any classroom Teacher who received a comprehensive summative evaluation
18 performance rating of level 1 or level 2 in the previous school year.
19
- 20 (k) In the years when a comprehensive summative evaluation is not required, classroom
21 Teachers who received a comprehensive summative evaluation performance rating of level
22 3 or above in the previous school year are permitted to complete a focused evaluation. The
23 standard procedure shall be that classroom Teachers permitted to complete a focused
24 evaluation shall be scheduled for a focused evaluation unless a request is made as allowed
25 above in this agreement.
26
- 27 (l) The Teacher and Evaluator shall agree upon a method of evidence collection that is
28 sufficient and appropriate. Teachers may choose to, but shall not be required to, use a
29 specific platform (i.e. 'eVAL' or 'iObservation') or format (i.e. paper portfolio).
30
- 31 (m) If the District encourages use of a specific technological platform, appropriate training and
32 remote technological access shall be provided.
33
- 34 (n) Comprehensive Evaluation Process
35
- 36 1. During the evaluation process, there shall not be ratings of Unsatisfactory, Basic,
37 Proficient or Distinguished (or their corresponding numerical values) given to
38 individual artifacts or observations. Artifacts and observations serve as supporting
39 evidence to inform formative assessment (at the Mid-year Check) and summative
40 rating at the end of the evaluation cycle.
41
- 42 2. Teacher Self-Reflection and Goal Setting
43
- 44 i. Prior to the Pre-Observation Conference, the Teacher shall self-assess
45 themselves using an agreed-upon self-evaluation form, no later than six (6)
46 weeks after the first student attendance day.
47
- 48 ii. The Teacher shall determine a student growth goal for Components 3.1, 6.1
49 and 8.1. These goals may be related to one another.
50

- 1 iii. The Teacher and Principal shall meet to discuss and/or refine the goals for
2 the year no later than nine (9) weeks after the first attendance day.

3
4 3. 1st Pre-Observation Conference

- 5
6 i. The pre-observation conference shall be held prior to each formal
7 observation. The Teacher and Evaluator will mutually agree when to
8 conference.
9
10 ii. The purpose of the pre-observation conference is to discuss the member's
11 self-evaluation, goals, purpose of the observation, establish a date for the
12 formal observation, and to discuss such matters as the professional activities
13 to be observed, their content, objectives, strategies, and possible observable
14 evidence to meet the scoring criteria.

15
16 4. Formal Observation

- 17
18 i. At least two (2) prearranged formal observations for each employee shall be
19 conducted, with the first formal observation occurring within the first ninety
20 (90) calendar days. The Teacher may request additional observations. The
21 total annual observation time cannot be less than sixty (60) minutes. Any
22 formal observation shall not be less than 30 minutes in length.
23
24 ii. Provisional employees must be observed at least thirty (30) minutes during
25 the first ninety (90) days. Provisional employees in the third year of
26 provisional status must be observed at least ninety (90) minutes of time and
27 at least three (3) times during the year.
28
29 iii. Observations do not have to be in the classroom. Department or collegial
30 meetings may be used for a Formal Observation.
31
32 iv. The observations will occur no later than ten (10) days after the pre-
33 observation meeting.
34
35 v. Observations will not take place on half, early release, or late start days, the
36 day before winter or spring break, and on days of an assembly unless
37 otherwise agreed to by the employee.
38
39 vi. The Evaluator will document all formal observations using agreed-upon
40 forms and provide copies to the employee within three (3) days.

41
42 5. Post-Observation Conference

- 43
44 i. The post-observation conference between the Evaluator and employee will
45 be held no later than five (5) days after the formal observation. The purpose
46 of the post-observation conference is to review the Evaluator's observable
47 evidence related to the scoring criteria during the observation and to discuss
48 their initial performance score.
49
50 ii. Teachers are encouraged to bring additional evidence to aid in the
51 assessment of the Teacher's professional performance against the

instructional framework rubric, especially for those criteria not observed in the classroom.

iii. The Teacher must be given the opportunity to attach written comments to evaluation documentation.

iv. 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

i. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to determine judgment.

ii. An Evaluator may conduct any number of informal observations.

iii. 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.

iv. Any time after an informal observation an employee may request a post-informal observation conference to discuss the informal observation.

7. Mid-Year Check

i. The employee and the Evaluator shall hold a mid-year check to discuss the following:

- a. The Teacher's self-rating on all evaluated criteria and components;
- b. The administrator's preliminary rating on all evaluated criteria and components;
- c. Submission of any additional evidence the Teacher would like the Principal to consider;
- d. Student growth goals, data, and progress towards meeting those goals.

ii. 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.

iii. 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.

- iv. 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.
- v. 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

- i. 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.
- ii. The employee has the right to provide additional evidence for each criterion to be scored.
- iii. If the Evaluator judges the Teacher to be below Proficient, the Evaluator must provide and reference artifacts and evidence to support his/her rating.
- iv. 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:
 - a. An additional formal observation by June 1st;
 - b. An alternative Evaluator scoring of evidence;
- v. 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.

(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,

1 course and curriculum guidelines, and an assignment outside of the employee's
2 experience or certificated areas of competence.

- 3
- 4 5. Each Formal Evaluation shall specify the length of times and dates of the
5 observations upon which it is based.
- 6
- 7 6. A certificated employee who disagrees with the content of his or her Evaluation
8 Report shall have the right to attach thereto his or her own written explanation
9 concerning the area(s) of disagreement.
- 10
- 11 7. The final summative evaluation shall be promptly forwarded to the District
12 Personnel Office for filing in the certificated employee's personnel file. No document
13 relating to the evaluation process other than the Evaluation Report and the
14 certificated employee's attached statement of disagreement, if there is one, shall be
15 placed in the certificated employee personnel file.
- 16
- 17 8. The use of the formal probationary process will not be a requirement for Teachers
18 during their provisional contract years.
- 19

20 (p) Support for Unsatisfactory or Basic Rating

21

- 22 1. In order to provide an optimal opportunity for Teachers to improve their
23 performance, when a Teacher receives a summative rating below Proficient, the
24 following conditions and provisions shall be granted to the Teacher to support their
25 professional development during a period of probation:
- 26
- 27 i. For the duration of the probation, the Teacher's class size will not exceed the
28 limits established in this agreement.
- 29
- 30 ii. The Teacher shall be granted two (2) days of leave to observe colleagues'
31 instruction.
- 32
- 33 iii. The Teacher may be granted an additional certificated Evaluator if
34 requested.
- 35
- 36 iv. The District shall prevent the Teacher from being assigned to multiple
37 classrooms/locations more frequently than others with similar teaching
38 responsibilities.
- 39

40 (q) Evaluation During the Probationary Period

41

- 42 1. RCW 28a.405.100 (4a) defines programs of improvement and probationary status.
- 43
- 44 2. Beginning after completion of the 5th year of experience, a Teacher shall be placed
45 on probation if:
- 46
- 47 i. The Teacher has received two consecutive summative comprehensive ratings
48 of Basic or two summative comprehensive ratings of Basic within three
49 consecutive years, OR
- 50
- 51 ii. 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 he/she has 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 his/her 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:
 - i. The evaluation report prepared pursuant to the provisions of this agreement, and
 - ii. A recommended specific and reasonable program designed to assist the employee in improving his or her 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:
 - i. Specific areas of performance deficiencies;
 - ii. A suggested specific and reasonable program for improvement;
 - iii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.
7. Evaluation During the Probationary Period
 - i. 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.
 - ii. During the probationary period the Evaluator shall meet with the probationary employee at least twice a month to supervise and make a

1 written evaluation of the progress, if any, made by the employee. The
2 provisions of Section 6 above shall apply to the documentation of
3 observation reports during the probationary period.

4
5 iii. The probationary employee may be removed from probation at any time if
6 he/she has demonstrated improvement to the satisfaction of the Evaluator in
7 those areas specifically detailed in his/her notice of probation.

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

15
16 i. That the employee has demonstrated sufficient improvement in the stated
17 areas of deficiency to justify the removal of the probationary status; or

18
19 ii. That the employee has demonstrated sufficient improvement in the stated
20 areas of deficiency to justify the removal of the probationary status if
21 accompanied by a letter identifying areas where further improvement is
22 required; or

23
24 iii. That the employee has not demonstrated sufficient improvement in the
25 stated areas of deficiency and action should be taken to non-renew the
26 employment contract of the employee.

27
28 9. Action by the Superintendent: Following a review of the any report submitted
29 pursuant to paragraph (g) above, the Superintendent shall determine which of the
30 alternative courses of action is proper and shall take appropriate action to
31 implement such determination pursuant to law.

32
33 10. Records of probation and supporting documentation for an Unsatisfactory
34 evaluation will be maintained in the employee's file for three (3) years and upon
35 request, if no further Unsatisfactory analysis is made in the interim, will be removed
36 and destroyed.

37
38 (r) Representation Rights: Each certificated employee shall have the right to request and the
39 right to have present a representative of his or her choice during all evaluation and
40 probation conferences. The certificated employee shall inform the Evaluator in advance
41 whenever such representative will be present.

42
43 (s) Scoring Methodology

44 1. For a comprehensive evaluation, the Teacher shall receive a summative score of 1
45 (Unsatisfactory), 2 (Basic), 3 (Proficient), or 4 (Distinguished) for each of the eight
46 state criteria.

47
48 2. Within each criterion are components, whose purpose is to aid the Evaluator in
49 determining the overall criterion score. In a given criterion, at least half of the
50 components shall be scored in order to arrive upon the overall criterion score. The
51 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:

- i. 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;
- ii. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- iii. Conduct two (2) additional thirty-minute (30) observations;
- iv. Schedule monthly conferences with Evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- v. Create and implement a professional development plan to address student growth areas.

6. When determining a summative rating for Comprehensive evaluations:

- i. When there is more than one (1) component, if a "Distinguished" is scored, the overall criterion score cannot be lower than "Basic."
- ii. When there is more than one (1) component, if an "Unsatisfactory" is scored, the overall criterion score cannot be higher than "Proficient."

1 iii. When there is more than one (1) component, if a “Distinguished” is scored,
2 the overall criterion score cannot be lower than “Basic.”

3
4 iv. When there is more than one (1) component, if an “Unsatisfactory” is
5 scored, the overall criterion score cannot be higher than “Proficient.”

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

15
16 (t) Focused Evaluation Option

- 17
18 1. The Focused Evaluation Option (FEO) focuses on improvement of teaching skills,
19 content knowledge, techniques, and abilities. If an employee has scored at
20 Proficient or higher the previous year, he or she may choose to be evaluated using
21 the FEO. The employee can stay on the FEO for up to three (3) years before
22 returning to the Comprehensive Evaluation.
- 23
24 2. Prior to the Pre-Observation Conference, the Teacher shall self-assess on all eight
25 criteria using an agreed-upon self-evaluation form, no later than six (6) weeks after
26 the first student attendance day.
- 27
28 3. The Teacher and the Evaluator shall meet to discuss and begin goals for the year no
29 later than nine (9) weeks after the first student attendance day.
- 30
31 4. The state criterion for focused evaluation shall be proposed by the employee at or
32 before the first pre-observation conference, and must be approved by the Evaluator.
- 33
34 5. The professional growth activity or goals must to be tied to at least one 1 of the eight
35 8 state evaluation criteria.
- 36
37 6. The role of the Evaluator is to assist the employee in developing the professional
38 growth activity and then to assist in its implementation, particularly by making
39 reasonable efforts to provide the resources to implement it.
- 40
41 7. The employee will receive a final summative score as defined in the section “Scoring
42 Methodology.”
- 43
44 8. A group of Teachers may focus on the same evaluation criteria and share
45 professional growth activities.
- 46
47 9. All observation requirements, excluding those related to provisional employees, set
48 forth in this Article shall apply to the FEO, minimally involving one formal
49 observation cycle.
- 50

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:

- i. To acknowledge, recognize, and encourage excellence in professional performance.
- ii. To document the level of performance by an employee of his/her assigned duties.
- iii. To identify discrete areas according to the criteria included on the evaluation instrument in which the employee may need improvement.
- iv. 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:

- i. Shared or published with any Teacher identifying information.
- ii. Shared or published without notification to the individual and Association.
- iii. Used to determine any type of base or additional compensation.
- iv. 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.

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

1 verify the contents of the personnel file. Copies of any documents contained therein shall be
2 afforded to the employee at District cost.
3

- 4 (b) No other personnel file shall be kept anywhere in the District, provided that any file for student
5 due process hearings and for the disposition of grievances shall be maintained separately from the
6 employee's personnel file; provided, further, that administrators may keep individual working
7 files as necessary for personnel, administration and evaluation. All dispositions of grievances
8 shall be destroyed three (3) years after the date the decision was rendered.
9
- 10 (c) No material shall be kept in the employee's personnel file without first being shown to the
11 employee within ten (10) days of its receipt or creation by the District.
12
- 13 (d) Material from the personnel file reviewed by an employee and judged by the employee to be
14 derogatory to his/her conduct, service, character, or personality may be answered and/or refuted
15 in writing. Such written response shall be attached to the aforementioned materials and become
16 part of the written personnel records and kept in the file; provided, however, that responses to
17 evaluations shall be made only at the time of evaluation and in accordance with the Evaluation
18 Procedure. Disagreement by an employee with the content of the employee's personnel file may
19 be a matter to be pursued through the negotiated grievance procedure.
20
- 21 (e) No materials deemed derogatory by the certificated employee shall remain in his/her file for
22 longer than three (3) school years, except the Superintendent may maintain the material in the file
23 beyond the three (3) years in special cases, and notice shall be given to the individual and
24 Association.
25

26 **Section 3.22 Certificated Employee Protection** 27

- 28 (a) The District will provide insurance protection for any certificated person covered by this
29 Agreement against financial loss and expense arising out of any claim, demand, suit or judgment
30 by reasons of alleged acts of omission or negligence causing bodily injury to person or persons,
31 or destruction of property of others, provided such member at the time of the alleged accident was
32 acting within the scope of his/her duties. Liability insurance will protect against loss caused by
33 bodily injury, or caused by libel, slander, and invasion of privacy to the limit of \$500,000.00 each
34 person so injured. Damage to property of others will be insured to a limit of \$100,000.00.
35
- 36 (b) Provided, the certificated employee exhausts his or her liability insurance whether it is provided
37 through their membership in an organization or by the member personally. The District or its
38 insurer(s) will reimburse the employee, as obligated by statute, for loss or damage of not less than
39 \$10.00 or more than \$500.00 to personal property, including vehicles, caused while the employee
40 is engaged in (1) the maintenance of order and discipline, or (2) the protection of school
41 personnel, school property or students, or (3) the loss of personal property used in the
42 instructional process. In the event a loss for personal property used in the instructional process is
43 claimed, the loss must arise from fire, water, earthquake, malicious damage by students, or theft
44 from a secured area. Equipment must be registered and its use authorized by the employee's
45 immediate supervisor before its use in the instructional process. The dollar value will be
46 determined at the time the item is registered.
47
- 48 (c) This section is subject to immediate and mandatory negotiations in the event the insurance
49 program of the District is terminated by some action initiated by agencies outside the District.
50

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, he/she shall have the option to enroll his/her 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), his/her 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) **Extended Days: By Sept 15th, 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) **Evaluation of School Counselors: At minimum, the Counselor and his/her 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**

1 observes the counselor in the conduct of his/her duties, and a post-observation meeting
2 for the counselor and supervisor to discuss what was observed, feedback for growth and
3 improvement, and next steps;

4
5 3. Meet for a Mid-Year formative evaluation conversation between December 1 and April
6 1, to discuss progress toward professional goals and continued improvement of practice;

7
8 4. Meet by May 15th (if the counselor is in provisional status) or before the end of the
9 school year for a summative evaluation conversation about the counselor's job
10 performance.

11 12 **Section 3.27 Teacher-Librarians**

13
14 (a) Staffing: Each elementary school shall be staffed at a minimum of .2 FTE for every 100
15 students enrolled in the building up to 1.0 FTE. If building enrollment exceeds 600, the
16 Teacher Librarian and building principal shall meet to develop a plan to maintain the
17 effectiveness of the library, including but not limited to:

18
19 1. Review current responsibilities within the building (i.e. committees)

20
21 2. Additional daily hours of paraeducator support

22
23 3. Supplemental contracts for the Teacher Librarian

24
25 (b) Each secondary school serving a minimum of 750 students shall be staffed, minimally, by a
26 full time (1.0 FTE) Teacher Librarian.

27
28 (c) Library Administration: Administrative time is for the purpose of managing the physical
29 facility, circulation, budget, inventory, library-specific technology, and organization of the
30 library. Teacher Librarians shall be provided para-educator support for the administration
31 of the library circulation, facilities, and technology.

32
33 (d) Preparation time for Teacher Librarians: In each building, the Teacher Librarian shall
34 create a schedule to define protected preparation time and library administration time. If
35 scheduling challenges impact the ability to define the preparation time, the Teacher-
36 Librarian shall meet with the building principal to create a schedule that identifies this
37 time.

38
39 (e) In elementary schools, preparation time is intended for developing materials and lessons for
40 classes that come to the library for instruction led or co-led by the Teacher Librarian.

41
42 (f) Secondary Teacher Librarians directed by administration to teach a recurring course for
43 which they manage the planning, instruction and assessment shall be provided additional
44 paraeducator time, arranged by the building administrator, to allow the library to remain
45 open for student access.

Article IV. INSTRUCTION

Section 4.01 Introduction

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
6-8	30:1* *Average based on a 5 period day
9-12	31:1* *Average based on a 5 period day
Health Class 6-12	Classes will not exceed 35 students
Fitness Class 6-12	Classes will not exceed 40 students
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

- (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.

(d) **Elementary Music and PE.**

1. **Assignment:**

- i. Elementary Music teachers will be assigned no more than 41 thirty-minute sections, or 27 forty-five minute sections, or some appropriate combination of section number and duration to achieve equivalent student instructional contact time.
 - ii. PE teachers will be assigned no more than 41 thirty-minute sections.
 - iii. Music and PE teachers are also to have 150 minutes (weekly) of designated preparation time during the student day. Remaining unassigned time shall be protected to facilitate management of materials and facilities.
 - iv. If a Music 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.
 - v. In the event that a Music or PE specialist is assigned a number of sections greater than the parameters above, at the beginning of each grading period, the specialist may choose from among these remedies. If no preference is communicated, the default remedy shall be release time:
 - a. A stipend of \$400 per section, per grading period.
 - b. Up to two release days per section, per grading period.
 - c. \$400 toward the purchase of materials, per grading period.
 - vi. 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.
 - vii. 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.
 - viii. 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.
 - ix. The Music and PE specialist shall work with the principal to develop a schedule that ensures adequate passing and transition time, as well as designated preparation time.
 - x. Class Size: Music 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 or PE teacher serves five or more sections per week which are in excess of the stated size limit, the Music or PE teacher shall receive a \$100 stipend per grading period.
2. Extra Duties - 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

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

3
4 3. Use of PE Facilities by Outside Organizations: Instructional or gymnasium space
5 used for Physical Education is utilized by outside organizations who schedule
6 facility use through Camas Community Education. In the event that such use results
7 in the disruption of the academic space to the extent that the Physical Education
8 teacher must re-set, replace, fix, correct, or otherwise invest time to returning
9 his/her instructional space to its original state, the teacher shall immediately alert
10 the building principal for a remedy or resolution. This remedy may include
11 compensating the teacher on a certificated time card for significant additional time
12 invested to return the learning environment to its original state.

13
14 4. Collaboration: Principals and Music/PE specialists shall collaborate to ensure
15 meaningful access to content-relevant PLC collaboration among the other specialists
16 throughout the District. To achieve this, the principals and Music/PE specialists
17 shall coordinate times that specialists may be released from building-level
18 obligations, collaboration or meetings in order to accomplish collaboration with job-
19 alike roles in other buildings. The PLC for an elementary specialist shall be his/her
20 job-alike, cross District PLC. Elementary Music/PE specialists shall not be required
21 to serve on a greater number of PLCs than what is required of classroom teachers.

22
23 (e) For those who travel in between buildings, which require the use of a car to travel the distance of
24 one mile or more, one thirty (30) minute class will be scheduled to accommodate travel to each
25 site and counts as a section. The District shall pay the IRS mileage rate between buildings. Aside
26 from the mileage allowance, this paragraph shall not pertain to ESA's or TOSA's.
27

28 **Section 4.03 Monthly Class Counts**

- 29
30 (a) Within the first fifteen (15) student days of each school term, class loads will be reviewed by the
31 District. At this time, the District shall reassign students, create combination class, review
32 overload options with the teacher, or create a new section and transfer and/or hire additional
33 personnel.
34
35 (b) After this date, the District shall run a monthly student count, October 1 through May 1, to assess
36 the classroom overload. Overload pay is figured monthly on the first working day of the month,
37 October through May, and is paid in the February and June checks. The District shall contact
38 impacted employees within 3 days of the monthly count to select their preferred overload relief.
39 In the event the notice and confirmation does not occur the remedy shall default to the paid
40 option. The exception to this is Middle School Health/Fitness, which is addressed in Section
41 4.04(d).
42

43 **Section 4.04 Class Size Overload Options**

- 44
45 (a) Should overload result where children of District employees have been allowed into the
46 classroom based on a boundary exception, in lieu of the remedies below, the teacher of that
47 student shall be entitled to receive one release day per trimester (elementary and middle
48 school), per semester (Camas HS) and per quarter (Hayes Freedom HS).
49
50 (b) Elementary and Middle School

1. Basic Options: The first option for overload will be stipend. The amount of the stipend will be determined by a combination of two factors:
 - The amount of equivalent paraeducator time, and
 - The base hourly rate of a paraeducator **(\$15.97 per hour in 2017-18)**.
2. An employee shall receive the daily remedy which is calculated by factoring the number of students over the max and then multiplying the number of para hours identified by the base para hourly rate.
3. In lieu of receiving a stipend per the above, the employee may select one hour of paraeducator time per day. Paraeducator time or the stipend must be chosen for an entire month. Changes in paraeducator time or the stipend will not be permitted until the beginning of the next month.
4. 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.

Table 4.04(a): Elementary Overload

	Max Base Class Size	+1 student 1 hour	+2 students 1 hour	+3 students 1.5 hours	+4 students 2 hours	<Total Hours Para Time
K-5	24	25	26	27	28	

Elementary Example: Employee over 2 students
 1 hour x \$15.00 = \$15 **(rate for example purposes only)**
 \$15 x 20 working days in January = \$300 overload pay

(c) **At the middle school level, overload for individual teachers shall be calculated as follows:**

1. **By taking the average across a five period day.**
2. **For 7th period, “class size” is calculated by taking the total number of students served by a team and dividing it by the number of team members, including STAR teachers.**

Table 4.04(b): Middle School Overload

Max Base Class Size Based on a 5 Period Day	+1 student .25 hour	+2 students .50 hour	+3 students .75 hour	+4 students 1.00 hour	<Total Hours Para Time
30 per class	31 per class	32 per class	33 per class	34 per class	

- (a) Any “block” class at the middle school level shall count as two (2) separate periods for the purpose of calculating class size overload compensation.

Middle School Example: Employee over 3 students in 2nd block
 .75 x \$15.00 = \$11.25 **(rate for example purposes only)**
 \$11.25 x 2 periods = \$22.50
 \$22.50 x 20 working days in January = \$450 overload pay

Table 4.04(c): Middle School Overload for Outliers*

Max Base Class Size Based on a 5 Period Day	.25 hour	.50 hour	.75 hour	1.00 hour	<Total Hours Para Time
30 per class	35 per class	36 per class	37 per class	38 per class	

*Health, Fitness, Band, and Choir are excluded from these provisions.

Middle School Example: Employee over 5 students in 2nd block
.25 x \$15.00 = \$3.75
\$3.75 x 2 periods = \$7.50
\$7.50 x 20 working days in January = \$150 overload pay

- (d) **Middle School Health and Fitness teachers shall be compensated \$60 per class in overload, per trimester. Maximum class size for Health classes is 35 students per period; for Fitness classes is 40 students per period. Principals will review and submit verification of overload status to HR at the end of each trimester. Overload will be paid three times per year (December, April and June) provided forms meet payroll deadlines.**
- (e) High School Overload: Employees shall receive a \$100 stipend per grading period when in overload (six (6) grading periods per year). An employee may opt for one day of release per two grading periods, to purchase \$100 of classroom materials per each grading period, or receive a \$100 stipend each grading period.
- (f) 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 4.05 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

1 explanation shall clearly state employee responsibilities including required documentation, chain
2 of command to be used, required time lines and a definition of each degree of discipline including
3 corporal punishment and the conditions and circumstances under which such punishment is to be
4 administered.

- 5
- 6 (c) One copy of the written discipline procedure will be provided for each teacher and two (2) will be
7 given to the Association yearly. The principal of each building shall arrange for a discussion of
8 students and teachers rights and responsibilities with all teachers in their building. It is also
9 agreed that, as the need arises within the District or school, discussions with the teachers be
10 arranged reviewing student/teacher rights and responsibilities and any recent changes in District
11 policy, state or federal law or court ruling relating to the above. In the event any employee has
12 any question or concern regarding this section, he/she shall immediately contact his/her
13 supervisor.

14

15 **Section 4.06 Classroom Interruptions**

16

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

20

21 **Section 4.07 Academic Freedom**

22

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

28

29 **Section 4.08 Curriculum Adoption**

- 30
- 31 (a) When a grade level or content curriculum is being adopted across buildings or District-
32 wide, the District shall establish a curriculum review and adoption committee consisting
33 minimally of representatives from the grade levels and content areas to be impacted by the
34 adoption. Teachers whose assignments require them to implement the new curriculum shall
35 be invited to participate in the exploration, testing, and decision-making around curriculum
36 purchase. During all phases of the adoption, the District shall (minimally) provide
37 quarterly updates about the adoption process and progress as well as any decisions made.
- 38
- 39 (b) Upon the decision to purchase or adopt new curriculum materials for broad use, the
40 District shall further collaborate with teachers to design an implementation and
41 professional learning plan. Training shall be provided to all teachers who are expected to
42 implement the new curriculum. Teachers will be expected to use the adopted curriculum as
43 determined by the joint District/teacher adoption committee.

44

45

46 **Section 4.09 Committee Assignments**

- 47
- 48 (a) District committees are those that are initiated by the District. Committee responsibilities
49 shall be stated when making committee appointments.

- 1
2 (b) **Building committees are those that are initiated by the Building.**
3
4 (c) **The District shall be responsible to assure that the workload is equally distributed.**
5
6 (d) **Certificated employees, who work on District committees beyond the contracted workday**
7 **or on non-contracted days, or in summer school, shall be paid at the Curriculum hourly**
8 **rate of \$40.54 in 2017-18. The rate will be increased by the state approved COLA each year.**
9
10 (e) District-required attendance at meetings designed to improve the instructional program or other
11 required activities within the District which extend beyond the 7-1/2 hour workday shall be
12 governed by the following provisions:
13
14 1. No certificated staff member will be required to serve on more than one District
15 committee.
16
17 2. No certificated staff member shall be required to be in attendance at a committee meeting
18 for more than one hour after the start of the meeting.
19
20 3. No certificated staff member will be asked to attend more than fifteen (15) committee
21 meetings during any school year.\
22
23 4. **Staff shall not be required to attend committee meetings during designated**
24 **preparation time without compensation.**
25
26 (f) To provide time for building and/or District-wide grade level and/or subject area meetings related
27 to the instructional program, implementation and monitoring of the District's Essential Learning's
28 and Exit Requirements Program, I.E.P.'s, etc., the District shall provide early dismissal as needed.
29
30 (g) Application for participation in any of these areas outside the District is made on the regular
31 District travel request form through the building principal. District criteria approving requests for
32 attending such meetings will be developed and available to all employees.
33
34 (h) **Building committee assignments shall be established using this process:**
35
36 1. **The building shall establish a matrix of known building and District committees,**
37 **including duties, anticipated time commitments, and skill or expertise needs.**
38
39 2. **Staff shall select and prioritize at least three choices.**
40
41 3. **The Principal shall assign staff to committee assignments based on staff input from**
42 **step 2 above, striving to maintain equity of staff workload and obligation (including**
43 **District or CEA obligations) as well as rotating responsibilities over time when**
44 **possible. Administrators shall make every effort to assign staff to at least one of the**
45 **employee-identified top priority committee assignments.**
46
47

48 Section 4.10 Professional Development Allocation

49

- 50 (a) **Because the District believes that each employee's professional growth is important and**
51 **that employees should have autonomy and control of how professional growth is pursued,**

1 **all** certificated full-time employees shall receive a **\$1000** Professional Fund Allocation for each
2 school year. Part-time employees shall receive this allocation on a pro-rata basis.

3
4 **(b) Staff may select to receive their lump sum on either the December or May paycheck. If no**
5 **preference is communicated, the default payment shall occur in the May paycheck.**

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

13
14 (d) The employee must submit a Certificated Employee Professional Fund Agreement (PFA) **[See**
15 **Appendices]** by the last work day in September in order to receive the allocation. The PFA must
16 be tied to the teacher's evaluation and they must sign off on the end of year evaluation that the
17 plan was completed. Compensation will be subject to applicable taxes through the payroll
18 process. Compensation will be paid in one monthly installment, in the December payroll process.
19 If a certificated staff member is hired after November 8th and submits a Certificated Employee
20 Professional Fund Agreement, a pro-rated portion calculated from date of hire will be paid in
21 June.

22
23 **(e) Each certificated staff member shall be entitled to one "Certificated Self Directed PD"**
24 **absence for one full work day to facilitate access to employee selected professional learning.**
25 **This benefit shall accumulate from year to year for the duration of this contract.**

26
27 **(f) In addition to the Professional Fund, the District will provide up to 14 hours per full-time**
28 **FTE for attendance at voluntary professional development activities of the employee's**
29 **choice. Attendance at activities will be paid at the curriculum rate. Professional**
30 **development activities must occur outside of the contracted workday to qualify for this**
31 **compensation. These professional development experiences must be provided by either the**
32 **Camas School District or a reputable professional organization (such as but not limited to**
33 **OSPI, an ESD, WEA, CSTP, NBPTS, the College Board, a professional educator**
34 **organization, etc.). Professional Learning must be clearly tied to one or more of the**
35 **following:**

- 36
37 1. **The District focus, which shall be clearly communicated by the District at the**
38 **beginning of the school year,**
39
40 2. **The employee's ongoing certification or licensure requirements, including PGP**
41 **requirements.**
42

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

- 45
46 • **A sign-in sheet provided for District offerings.**
47 • **The District-developed approval form provided electronically on the District**
48 **website.**
49

50 **Section 4.11 Special Supplemental Contract Days**
51

- (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 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 his/her 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 4.12 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.

Section 4.13 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 half-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 extra-work time card.

1. Middle School and High School:

- i. At the beginning of each school year, employees will be given the opportunity to volunteer to cover other employee teaching assignments during their own preparation 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.
- ii. The Athletic Director's office shall have the responsibility to select volunteers from the above list to cover athletic vacancies or early releases.
- iii. For all other vacancies, the Principal's office will follow these steps:
 - A. Check for availability of employees on the volunteer list.
 - B. **Certificated employees not on the volunteer list will be requested to substitute.**
 - C. **Certificated unassigned employees (i.e., counselors, media specialists) will be requested to substitute.**
 - D. Employees will be requested to provide double coverage for a class period.
 - E. Administrators, if available, will be assigned to cover vacancies.
 - F. 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:

- i. Unassigned classroom certified employees (including administrators) will be requested to cover the absent employee(s) on their unassigned time.
- ii. Unassigned specialists (i.e., P.E. teachers, music specialists, librarian) will be asked to substitute.
- iii. **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) in addition to their pay, to be submitted on a certificated timecard.

- iv. 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.

Section 4.14 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.
 - 1. Elementary: Each building leadership team and principal, shall decide, with staff members input, if the 50 minutes reserved for Professional Learning Collaboration will be held before school or after school on early release Wednesdays. The time agreed upon by each building will be the same for all staff in that building.
 - 2. Middle School: Professional Learning Collaboration shall occur during weekly grade level subject area blocks.
 - 3. Camas High School: Professional Learning Collaboration shall occur on Fridays from 7:25-8:15 AM.
- (b) Collaboration time is intended to be purposeful, clearly aligned, and focused on student learning supported by data.
- (c) 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 4.15 National Board Support

- (a) The District shall provide one (1) day release time to any certificated candidate pursuing his/her 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.**

Section 4.16 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:
 - i. 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).
 - ii. 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 his/her supervisor, but cannot be compelled to do so.

Section 4.17 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.

1 (b) When a new program or school is being established, the District shall establish a
2 program/school design committee consisting of representatives from the grade levels and/or
3 content areas to be impacted by the program or school. This committee shall address and
4 propose support for additional District resources and/or additional teacher time necessary
5 to fulfill planning and launch requirements. Agreed upon additional support shall include
6 timely implementation of one or more of the following:

- 7
- 8 1. Identification of additional curricular resources and/or training to be provided to the
9 employee
- 10
- 11 2. Additional materials and resources
- 12
- 13 3. Allocation of additional staff assistant time to the classroom
- 14
- 15 4. The establishment of a co-teaching arrangement with another certificated staff member.
- 16
- 17 5. Adjustment of class lists and/or schedules
- 18
- 19 6. Other remedies as may be mutually agreed between the employee and District
20 personnel.
- 21

22 (c) Teachers whose assignments require them to implement the new program shall be invited to
23 participate in the exploration, testing, and decision-making around the program/school
24 design. During all phases of the design and launch, the District shall (minimally) provide
25 quarterly updates about the process and progress as well as any decisions made.

26

27 (d) Upon the decision to launch a new program or school, the District shall further collaborate
28 with teachers to design an implementation and professional learning plan. Training shall be
29 provided to all teachers who are expected to participate in the new program or school. The
30 District may require specific dates/times for training for the launch within the first three
31 years.

32

33 (e) An employee who left a position within the District to assume a newly created assignment
34 placement related to a school or program new to the District, after three years and before
35 the fifth year of serving in this assignment, shall have first right of refusal for any new
36 opening within the District similar to the one the employee most recently vacated. In the
37 event that two or more employees seek to leave the program/school for a single new
38 opening, the decision shall be made based on the following, in sequential order:

- 39
- 40 1. Teaching seniority in the state of Washington
- 41
- 42 2. Teaching seniority in the Camas School District
- 43
- 44 3. Seniority in the teaching profession
- 45
- 46 4. Placement on the salary schedule
- 47

48 **Section 4.18 Induction, Mentorship and Support for New Employees**

49

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.

1 6. Compensation shall be provided to staff selected to serve as a Non-TOSA Instructional
2 Mentor. The District Teaching and Learning Team, in conjunction with the Association,
3 shall establish each year the compensation offered to the Non-TOSA instructional
4 Mentor. This compensation shall be in the form of a stipend or an extra-work
5 assignment, the extent of which shall be determined from year to year based on local,
6 state, federal and grant budget sources.
7

8 (d) Protections for Early-Career Teachers: In order to ensure recruitment and retention of
9 high quality early-career educators, and to maximize the educator's likelihood of success,
10 the following protections shall exist for teachers within the first year of their career:
11

12 1. Elementary Teachers: Elementary classroom teachers in the first year of their career
13 shall not be assigned blended-grade-level or "split" classes.
14

15 2. Secondary Teachers: Secondary classroom teachers in the first year of their career shall
16 not be assigned more than two teaching locations (classrooms) per day and not more
17 than two teaching preparations (classes) per day.
18

19 3. When such an assignment is not possible, the District and association shall collaborate
20 to devise supports for the employee.
21

22 4. In order to avoid the potential for overwork and burnout, early career teachers are
23 encouraged to consult with the Association or Instructional Mentor before accepting
24 supplemental contracts.
25

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 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.

1 (b) A problem which may become a grievance shall first be discussed with the immediate supervisor,
2 either individually or accompanied by an Association representative, with the objective of
3 resolving the problem informally.
4

5 1. Step 1 - Initiating Formal Grievance
6

- 7 i. The grievant shall file a written grievance with his immediate supervisor within
8 ten (10) days following his awareness of the act or condition which is the basis
9 for his grievance; provided, such action or condition occurred within the last
10 twelve months.
11
12 ii. The immediate supervisor shall reply in writing within ten (10) days. If the
13 grievant has not had a response within the ten-day period, the grievant is then
14 granted the solution he or she petitioned.
15

16 2. Step 2 - Appealing
17

- 18 i. Within the ten (10) days, if the grievant is not satisfied with the decision in Step
19 1, he may appeal in writing directly to the Superintendent (or designee) in one of
20 two methods:
21
22 ii. The grievant submits all background information to the Superintendent (or
23 designee) and then meets with the Superintendent (or designee).
24
25 iii. The grievant shall submit all background information to the Camas Education
26 Association President (CEA). The CEA shall present the grievance to the
27 Superintendent (or designee) on behalf of the grievant.
28
29 iv. **Neither party shall be permitted to assert in future arbitration proceedings**
30 **any evidence which was not submitted to either party before the completion**
31 **of Step 2.**
32
33 v. The Superintendent (or designee) will render a decision in writing within ten (10)
34 days.
35

36 3. Step 3 - Appeal to the School Board of Directors
37

- 38 i. Within ten (10) days if the grievant is not satisfied with the decision at Step 2
39 concerning grievances involving a violation, misinterpretation, or misapplication
40 of the District rules, regulations, administrative directives, or policies concerning
41 wages, hours and conditions of work, he may appeal directly to the Board of
42 Directors.
43
44 ii. The grievant may appear on his own behalf or shall submit all background
45 information to the CEA President. In that event, the CEA shall present the
46 grievance to the Board of Directors on behalf of the grievant.
47
48 iii. The Board of Directors will render a decision binding on all parties in writing
49 within ten (10) days. If no decision is rendered within ten (10) days, the
50 grievant's petition is granted.
51

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4. Step 4 – Mediation

- i. 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.
- ii. 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

- i. 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 he/she has first met with the Superintendent, he/she may within five (5) days after a decision by the Superintendent or fifteen (15) days after he/she has first met with the Superintendent, whichever is sooner, request in writing that the Association submit his/her 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.
- ii. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- iii. 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.
- iv. 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.
- v. 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. 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.
- vi. 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

1 borne equally by the Board and the Association. All other costs will be borne by
2 the party incurring them.
3

4 **Section 5.05 Miscellaneous**

5

- 6 (a) There shall be no reprisals of any kind by the District or an agent of the District against any
7 employee for reason of his participation in the grievance process.
8
- 9 (b) All documents, communication and records dealing with the processing of the grievance shall be
10 kept in a separate file and a notation shall become a part of each party's personnel file.
11
- 12 (c) Excluded from the grievance procedure shall be matters for which law mandates another method
13 of review.
14
- 15 1. Provided, if deviation(s) from the evaluation process procedure occurs, such deviation(s)
16 shall be grievable.
17
- 18 2. Provided, in the event of a situation which concerns the certificated employee in the staff
19 evaluation process, the certificated employee has the right to seek relief by meeting with
20 the Superintendent.
21
- 22 (d) State law also specifically gives a certificated employee the right to appear before the Board on
23 his or her own behalf.
24

1 **Article VI. DURATION**

2
3 This Agreement represents the entire agreement between the Board and the Association and shall become
4 of full force and effect from September 1, 2017, and shall continue in full force and effect until midnight,
5 August 31, 2020. The contract will be opened each year during the life of the agreement for negotiations,
6 **pertaining to certificated salaries** and any increased legislative funding impacting personnel and/or the
7 instructional program. **Additionally, each party may identify up to two articles it intends to reopen**
8 **during the scope of negotiations.**
9

10 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly
11 authorized representatives on this ____ day of ____, 2017.

12
13 EDUCATION ASSOCIATION

DISTRICT

14
15 By _____
16 President

By _____
Board President

17
18 By _____
19 Secretary

By _____
Secretary to the Board

1 **Article VII. APPENDICES**

2 **Section 7.01 Appendix A: Dues Check-Off Authorization and Assignment**

3
4 NAME _____

5
6 ADDRESS _____

7
8 CITY, STATE _____ ZIP CODE _____

9
10 TO _____ SCHOOL DISTRICT

11
12 I, the undersigned, acknowledge that I am a member of the Camas Education Association, an affiliate of
13 the Washington Education Association and the National Education Association. I hereby authorize you as
14 my employer to deduct from my salary and to pay to the Camas Education Association membership dues
15 in such amounts as the Association may certify as due and owing by me in accordance with its
16 constitution.

17
18 I agree that this authorization and assignment shall be irrevocable for the current school year and shall be
19 automatically renewed each year thereafter unless written notice of revocation is given by me to you and
20 the Camas Education Association between August 1 and August 31 of any calendar year and further agree
21 that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

22
23 _____
24 Date

Signature

25
26 -----
27
28
29 **ASSIGNMENT OF WAGES FORM**

30
31 NAME _____

32
33 ADDRESS _____

34
35 CITY, STATE _____ ZIP CODE _____

36
37 TO _____ SCHOOL DISTRICT

38
39 I, the undersigned, hereby authorize you as my employer to deduct from my salary and pay to the
40 _____ charitable organization representation fees equivalent in
41 amount to the membership dues and assessments as certified by the Association.

42
43
44 I agree that this authorization and assignment shall be irrevocable for the current school year and shall be
45 automatically renewed each year thereafter unless written notice of revocation is given by me to you and
46 the Camas Education Association between August 1 and August 31 of any calendar year and further agree
47 that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

48
49 _____
50 Date

Signature

Section 7.02 Appendix B: Leave Sharing

(a) A District employee is eligible to receive donated leave if:

1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition or who has been called to service in the uniform services which has caused, or is likely to cause, the staff member to:
 - i. Go on leave-without-pay status; or
 - ii. Terminate his/her employment;
2. The staff member's absence and the use of shared leave are justified by documentation;
3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves;
4. The staff member has abided by District rules regarding sick leave use; and
5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

(b) The superintendent shall determine the amount of leave, if any, which a staff member may receive under this policy. However, a staff member shall not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 261 days of leave.

(c) District employees may donate leave as follows:

1. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.
2. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
3. Any leave donated by a staff member which remains unused shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one staff member shall be returned on pro-rata basis.

(d) Shared leave shall be calculated in either of the following ways:

1. The leave recipient shall be paid his/her regular rate of pay; therefore, one hour of shared leave may cover more or less than one hour of the recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and shall be maintained separately from all other leave balances.
2. In the alternative the dollar value of the leave donated shall be ignored and the leave shall be calculated on a day donated and day received basis.

(e) Regardless of which basis is used to calculate and account for shared leave, in the event the District determines that unused shared leave should be returned to leave donors, the District shall develop a plan for prorated return of both annual and sick leave.

Section 7.04 Appendix C: Family Leave

Every employee of the District who has worked for the District at least one year and for at least 1,250 hours in the preceding September 1 – August 31 school year is entitled to twelve (12) workweeks of family leave during any September 1 – August 31 twelve (12) month period to:

1. Care for a newborn child, an adopted child of the employee who is under the age of eighteen at the time of placement for adoption, or a newly placed foster child; or

2. Care for a spouse, parent or child of the employee who has a serious health condition, or the employee may obtain leave for a personal health condition if it renders the employee unable to perform his or her job.

Leave taken for newborn or adopted child care shall be completed within one year after the date of birth or placement for adoption. Family leave authorized under this policy must be taken full-time and consecutively unless an alternative schedule is approved by the superintendent or where intermittent or reduced leave is medically necessary. Instructional staff may not take reduced or intermittent leave when it would constitute 20% of the number of working days in the period during which the leave would extend without the approval of the superintendent. An instructional employee may be transferred to an alternative equivalent position that would accommodate reduced or intermittent leave, if such a position is available.

A period of family leave is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth, pursuant to the Maternity Leave section of this policy.

If both parents of a newborn or newly adopted child are employed by the school District, they shall be entitled to a combined total of twelve workweeks of family leave during any September 1 – August 31 twelve month period, and leave shall be granted to only one parent at a time. There is no pooling effect for spouses if the family leave is related to a serious health condition.

The superintendent may require written verification from the employee's health care provider.

The District may obtain the opinion of a second health care provider, at District expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's eligibility for family leave, the two health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

The family leave shall be without pay for all of the leave. The employee may choose, or the District may require, the employee to use the total accumulation of paid leave to which he/she is otherwise entitled before going on family leave.

Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave for reasons within his/her control, the employee must reimburse Camas School District for all premiums paid during the leave.

Two (2) weeks before the employee's anticipated return to work date, the employee must report to his/her supervisor to give notice of his/her intention of returning to work. If an employee fails to report for work within three (3) days after the date on which he/she was to have returned to work, that employee will be presumed to have voluntarily resigned his/her position with the District.

1 Return to Work

2
3 Any employee returning from an authorized family leave shall be entitled to the same position held by
4 the employee when the leave commenced, or to a position with equivalent benefits and pay.
5

6 Reinstatement of an employee returning from family leave need not occur if the employee fails to provide
7 the required notice of intent to take family leave or fails to return on the established ending date of leave.

8 If an employee fails to return from family leave, the District shall recover the costs of the employee's
9 health benefits paid during the leave. **The employee may be required to delay their return from family**
10 **leave to the beginning of the following grading period. The employee must return from leave prior**
11 **to June 15th in order to continue benefits for June through September.**
12
13

Cross Reference: Board Policy 5021 Applicability of Personnel Policies

Legal References: Ch. 49.78 RCW Family Leave

Ch. 296-134 WAC Family Leave

P.L. 103-3 Family and Medical Leave Act of 1993

14

Section 7.05 Appendix D: 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



1 **Section 7.06 Appendix E: Educational Staff Associate (ESA) Evaluation**

2 ***School Counselors shall be evaluated using the framework in Appendix F.**

3
4 Name: _____ ☐ ANNUAL

5
6 School: _____ ☐ 90 day (newly employed)

7
8 Assignment: _____

9
10 CRITERIA STRENGTHS; WEAKNESSES; SUGESTIONS FOR IMPROVEMENT
11 (Refer to list of adopted criteria) (Comment in each category)

12
13 KNOWLEDGE AND SCHOLARSHIP IN A SPECIAL FIELD:

14
15
16
17
18 SPECIALIZED SKILLS:

19
20
21
22
23 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:

24
25
26
27
28 THE E.S.A. AS A PROFESSIONAL:

29
30
31
32
33 INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL:

34
35
36
37
38 -----
39 My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement
40 with the findings.

41
42 _____
43 Date Employee Signature

44
45 It is my judgment, based upon adopted criteria, that this employee's overall performance has been
46 _____ during the evaluation period covered in this report.
47 (satisfactory, unsatisfactory)

48
49
50 _____
51 Date Supervisor Signature

Section 7.07 Appendix F: Counselor Evaluation

This form is to be provided and completed electronically. This entire appendix is new in 2017.

School Counselor Performance Appraisal - Camas School District					
Counselor					
Evaluator					
Position					
Year					
	1 = Unsatisfactory	2 = Basic	3 = Proficient	4 = Distinguished	
	The counselor consistently fails to take appropriate action when action is reasonably called for. -OR- Gaps in knowledge or skill negatively impact services provided.	The counselor consistently takes action in a manner that is step-focused or completion-oriented. -OR- Gaps in knowledge or skill are present but do not negatively impact services provided.	The counselor consistently takes action and monitors whether his/her practice is having the desired effect. -OR- Knowledge and skills related to this component are complete and comprehensive.	The counselor consistently monitors that his/her 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. -OR- 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 the year's evaluative conversations shall be centered. <u>Across the three Major Functions, a minimum of four (4) total focus components shall be established.</u> These can be all within one criterion or distributed across multiple Major Functions. Indicate these by highlighting the cells of the selected components.</p> <p>For counselors in their first three career years, it is recommended that at least two components be identified in each Major Function.</p> <p>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):</p>					
DESCRIPTION					RATING
CRITERION 1. Major Function: Development and Management of a Comprehensive School Counseling Program					
1.1 Discusses the comprehensive school counseling program with the school administrator.					
1.2 Uses data to develop school counseling program goals, and shares the goals with stakeholders (i.e., administrators, teachers, students, parents, 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 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 comprehensive 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 advisement 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 extent of program implementation and effectiveness.	
3.7 Shares school counseling program results data with relevant stakeholders.	
Observations and comments:	
HOLISTIC OVERALL RATING	
<i>The overall rating should be based on the preponderance of evidence, not necessarily a mathematical average.</i>	
Overall Performance Comments by Evaluator:	
Comments by School Counselor:	

Section 7.08 Appendix G: Assignment Salary Schedule

Teaching Certificate Required.

HIGH SCHOOL

Director – Major Spectator Activities

Drama: (per season—2 seasons) 9%

Instrumental Music (per season--2 seasons) 9%

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

Asst. Instrumental Music -- 2 seasons 6%

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) 12%

Three to four (3-4) All Vocal Group Concerts

One Musical with evening showings

Various festivals and contests

Graduation

Director – Other Activities

Knowledge Bowl 8% **

Knowledge Bowl Asst. @ 30 3%

Annual 10%

Newspaper 6% -- 3% *

Speech & Debate 6% -- 3% *

Natural Helpers Coordinator 1.5%

Senior Project Coordinator 5%

National Honor Society 2%

Key Club 3%

Student Store 8%

Mock Trial 6% *

Mock Trial Asst. @30 3%

Science Olympiad 8% **per season (up to three seasons)**

Science Olympiad Asst. @30 3% **per season (up to three seasons)**

Earth Club 1.5%

Model United Nations 1.5%

ASB Advisor **9% (11% if no Leadership Class)**

Robotics **8% per season (up to three seasons)**

Robotics Assistant @30 **1.5% per season (up to three seasons)**
*3% when coupled with a regular class; 6% if there is not a regular class
**3% when coupled with a regular class

Post season Activities: If qualified through in-season competition, 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	<u>5</u> days
<u>World</u> Languages	<u>5</u> days
Health Fitness	5 days
Special Education	5 days
<u>CTE</u>	<u>5 days</u>
<u>Counseling</u>	<u>5 days</u>

MIDDLE SCHOOL

Middle School – Miscellaneous

<u>News/Media Production</u>	<u>4% if monthly; 8% if more frequent</u>
Knowledge Bowl	<u>6%</u>
<u>Assistant @30</u>	<u>1.5%</u>
Science Olympiad	<u>6%</u>
<u>Assistant @30</u>	<u>1.5%</u>
<u>Math Club</u>	<u>3%</u>
Vocal Music 6-8	5%
Three (3) All Vocal Group Concerts	
One musical with evening showings	
Regional festival	
Drama (per season <u>up to 3 seasons</u>)	8%
Career Coordinator	3%
Year Book	6%
National Jr. Honor Society	2%
Instrumental Music 6-8	5%
Three to four evening concerts	
ASB Advisor	6%
Leadership	3%
Builder's Club	3%
Robotics	3%
<u>Assistant @30</u>	<u>1.5%</u>

Post season Activities: If qualified through in-season competition, 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 3%

Three (3) evening concerts

Elementary Music 2%

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 1.5%

Science Olympiad 1.5%

Robotics 1.5%

Each elementary building will be entitled to provide a 1.5% stipend 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 11%

Extended Day Contracts

Psychologist 10 days

Elementary Counselors 8 days

Middle School Counselors 9 days

Hayes Freedom HS and

Discovery HS Counselors 9 days

Camas HS Counselors 10 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.

1 Elementary School-Building driven:

2 Each elementary building will have access to a stipend of up to 1.5% each year to use to add activities. A
3 teacher can propose an activity, including scope of the club, activities, sustainability, and budget to the
4 principal for approval. If the stipend is not used, it will not continue into the next year.

5
6 Advisor Responsibilities:

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

11
12 Year-end program report

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

Annual Co-curricular Planning and Accomplishments

Leader _____

Activity _____

School _____

Date _____

Pre-activity Meeting with Advisor:

Regular Season Dates/meeting
times/Place _____

Is this a new or existing activity?

New

Existing

Does this activity have a post season?

Yes*

No

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

Describe post season activities / 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 and accomplishments:

Did you complete all the requirements of the activity?

Yes

No

If not, please describe why:

Activity leader signature _____ Date _____

Advisor Signature _____ Date _____

Request for Elementary Club Funds

Leader _____

School _____

Club/Activity Proposal

Grade level of participants _____

When / How often / length of time activity will occur

Amount of money requested _____

How will funds be spent? (Compensation, materials, etc.)

Leader Signature _____ Date _____

Request Approved? Y N

Reasons _____

Principal Signature _____ Date _____

Section 7.09 Appendix H: Special Education 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:

- a. Additional certificated staffing
- b. Additional paraprofessional staffing
- c. Balancing of class loads
- d. Reassignment of students
- e. Provide support for assessment
- f. Revising the daily/weekly staffing schedule
- g. Revising the daily/weekly building schedule
- h. Substitute release time or equivalent pay of substitute release time
- i. Flexibility in meeting/in-service attendance to allow for additional time
- j. Other*

***DESCRIBE:**

DATE OF MEETING WITH IMMEDIATE SUPERVISOR AND SPECIAL EDUCATION DIRECTOR:

MUTALLY AGREED UPON REMEDY:

Plan of action will be initiated within 5 school days

1 **Section 7.10 Appendix I: Professional Fund Allocation**

2
3 NAME _____ Date _____

4
5 Building/Site _____ Position _____

6
7
8 All certificated full-time employees shall receive a **\$1000** Professional Fund Allocation (PFA) for each
9 school year. Part-time employees shall receive this allocation on a pro-rata basis.

10
11 The compensation fund allows the certificated employee to be paid for non-contract time used
12 individually or collaboratively for such professional activities as: (1) the District/site strategic and/or
13 improvement plans; (2) the employee's evaluation; (3) curriculum frameworks; (4) student assessment;
14 (5) National Board, PRO TEACH, or other professional certification activities; (6) student focused
15 activities or (7) Professional Learning Collaboration focused work or other activities as mutually agreed
16 to between the certificated employee and principal.

17
18
19 _____ I accept the PFA. I understand that this compensation is subject to applicable taxes through the
20 payroll process, and I will receive this compensation in **(select one):**

21 ☐ **my December pay, or**

22 ☐ **my May pay. (If I make no selection, the default will be May.)**

23
24 _____ In accepting this PFA, I am agreeing to fulfill the expectations of non-contact time professional
25 activities such as those listed above.

26
27 _____ I affirm my professional activities will support my work and goals associated with the
28 evaluation process.

29
30
31
32 Acceptance of the PFA, completion of this form, final signature on my evaluation, and my signature
33 below constitute all documentation required for successful completion of payment.

34
35
36
37
38 Staff Signature _____ Date _____

39
40
41 Administrator Signature _____ Date _____

42
43
44
45
46
47 This form must be completed and submitted to your administrator no later than the last working day of
48 September.

Section 7.11 Appendix J: 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 skills and/or organizational skills, in addition to academic support. Some, but not all, Resource Room student may have Related Services (motor therapy, speech therapy, social/ emotional, 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.

Structured Inclusion Setting (SIS):

- Students that are appropriate for the SIS Program at the elementary school age level are those students with moderate to significant developmental concerns.
- Students that are appropriate for the SIS program at the middle school and high school level are more often those students with moderate developmental concerns. Middle and High school aged students with significant developmental concerns more often transition to the Life Skills program setting. (See Life Skills section)
- Students with SIS 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
- Elementary SIS student typically DO NOT have:
 - Grade level skills in any academic area
 - Average cognitive skills
 - Typically developing communication, self-help or social skills
- Students in the SIS program typically take the WA-AIM assessment for their statewide assessment requirements (high school aged students may take Off Grade Level SBAC state assessments). They typically do not participate in District-wide benchmark assessments (AIMSweb) for academic skill assessment.

Life Skills (LS):

- 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 SIS setting.

- 1 • Academic instruction is typically provided in a small group settings using specialized
- 2 modified curriculum that is adapted to individual levels and may replace all or part of the
- 3 general education curriculum.
- 4 • The goal is to increase academic abilities, communication skills, motor skills, adaptive
- 5 behaviors, personal independence, through intensive support.
- 6 • Students are provided appropriate adaptive and self-help activities across home, school, and
- 7 community environments.
- 8 • At the high school level this includes transition goals to post high school education, work
- 9 and life skills activities
- 10 • Students with in the Life skills classroom will likely not participate in District and statewide
- 11 assessments, either at a different grade level than which they are enrolled or utilizing an
- 12 alternate format.
- 13 • Life Skills students typically participate in the WA-AIM state assessments.

14 Structured Learning Center (SLC):

- 15 • This program is designed for school-aged children, grades K-12, who have been identified
- 16 with an emotional and/ or behavioral disability; and who have not made marked growth
- 17 within less restrictive settings despite Functional Behavioral Assessments and Behavioral
- 18 Intervention plans.
- 19 • Within this program, instruction is targeted to benefit each student at his or her individual
- 20 ability level with an increased emphasis on developing pro-social, coping and academic
- 21 learning behaviors.
- 22 • The focus of the program is to facilitate the development of age appropriate skills required
- 23 for success in the general education classroom (e.g. coping with frustration, self-
- 24 management, interpersonal relatedness, effective communication and cooperativeness).
- 25 • Positive interventions and strategies to address the behaviors of concern are developed
- 26 through Behavior Intervention Plans including information from a Functional Behavioral
- 27 Assessment.
- 28 • Specially Designed Instruction is delivered in a “push-in” or “pull-out” model, which
- 29 provides services in small groups or on an individual basis within the General Education
- 30 setting or in the Structured Behavioral Support Setting.
- 31 • Students within the SLC classroom will likely participate in all District and statewide
- 32 assessments.
- 33 • Students will participate in general education class activities with same age peers for a
- 34 variety of activities.
- 35 • The IEP teams will determine the extent of participation in both general education and
- 36 special education settings, as well as the amount and type of adult support the student may
- 37 require to benefit from their setting.
- 38 • Students appropriate for SLC typically do not have:
 - 39 ○ cognitive skills outside the typical range
 - 40 ○ sensory deficits or pragmatic language delays as their primary disability
 - 41 ○ developmental/adaptive behavior skills outside the typical range

42 SCORE (Social-emotional, Communication, Occupational Therapy, Resource, Education):

- 43 • The SCORE program provides support for elementary aged students experiencing
- 44 difficulties in social/pragmatic communication and social deficits as a function of
- 45 maladaptive behavior related to autism or pragmatic language disorder.
- 46 • Students may not require special education academic instruction services.
- 47 • For students who require academic services, the specialized instruction may occur in the
- 48 general education classroom or the resource room setting.

- 1 • Students appropriate for SCORE typically:
 - 2 ○ Struggle maintaining attention to task
 - 3 ○ Struggle with organization and Executive Functioning
 - 4 ○ Have typical intellectual functioning
 - 5 ○ Have typical expressive and receptive language
 - 6 ○ Have sensory regulation difficulties
 - 7 ○ Struggle with routines, transitions and social interactions.
 - 8 ○ Spend more than half of their academic day in a general education setting
- 9 • Students appropriate for SCORE typically DO NOT:
 - 10 ○ Have significant cognitive or academic delays
 - 11 ○ Have significant expressive/receptive language delays
 - 12 ○ Have significant life skill/ adaptive behavior delays
- 13 • Students within the SCORE will likely participate in all District and statewide assessments
- 14 • Students will participate in general education class activities with same age peers for a
15 variety of activities, with or without special education adult support.
- 16 • The IEP teams will determine the extent of participation in both general education and
17 special education settings; and for how much adult support they might require to access
18 and benefit from their placement.

20 Transition House Program:

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