Collective Bargaining Agreement

Between

Camas School District No. 117

and the

Camas Education Association

2014-2017
Table of Contents

SECTION I: ADMINISTRATION OF THE CONTRACT ............................................................................................................................... 4
  A. RECOGNITION ................................................................................................................................................................................. 4
  B. MANAGEMENT RIGHTS .................................................................................................................................................................... 4
  C. STATUS OF AGREEMENT ............................................................................................................................................................. 4
  D. INDIVIDUAL CONTRACT COMPLIANCE .................................................................................................................................... 5
  E. LABOR MANAGEMENT RELATIONS ........................................................................................................................................... 5
  F. CONFORMITY TO LAW .................................................................................................................................................................. 5
  G. DISTRIBUTION .................................................................................................................................................................................. 5
  H. SUBCONTRACTING ......................................................................................................................................................................... 5
  I. MAINTENANCE OF STANDARDS .................................................................................................................................................. 6
  J. CONTRACT WAIVER PROCEDURE ............................................................................................................................................ 6

SECTION II: BUSINESS ............................................................................................................................................................................... 7
  A. LIST OF PAYROLL DEDUCTIONS ................................................................................................................................................. 7
  B. PAYMENT PROCEDURE ................................................................................................................................................................. 7
  C. GUIDELINES FOR DETERMINING CERTIFICATED EMPLOYEES' SALARIES ........................................................................... 7
  D. DUES DEDUCTIONS AND REPRESENTATION FEES .................................................................................................................... 8
  E. ASSOCIATION RIGHTS .................................................................................................................................................................. 10
  F. EXTENDED WORK ......................................................................................................................................................................... 10
  G. PERSONAL WORK, VOLUNTARY WORKSHOP DAYS, AND TRI .................................................................................................. 11
  H. CLASSROOM CLOSEOUT PROCEDURES .................................................................................................................................. 12
  I. CALENDAR ...................................................................................................................................................................................... 12

SECTION III: PERSONNEL .......................................................................................................................................................................... 13
  A. INDIVIDUAL EMPLOYEE'S CONTRACT ..................................................................................................................................... 13
  B. COPIES OF CONTRACT ................................................................................................................................................................. 13
  C. LENGTH OF CONTRACT ............................................................................................................................................................... 13
  D. WORKDAY ....................................................................................................................................................................................... 13
  E. PROVISIONS FOR JOB SHARING AND PART TIME EMPLOYEES .......................................................................................... 14
  F. SPECIAL EDUCATION ................................................................................................................................................................. 17
  G. EARLY RELEASE FOR ELEMENTARY STUDENTS EVERY WEDNESDAY .................................................................................. 19
  H. EVENING COMMUNITY/PARENT ACTIVITIES .......................................................................................................................... 20
  I. INSURANCE AND FRINGE BENEFITS ................................................................................................................................... 20
  J. SICK LEAVE .................................................................................................................................................................................. 22
  K. LEAVE OF ABSENCE ................................................................................................................................................................. 23
  L. LEAVE FOR REASONS OTHER THAN ILLNESS ........................................................................................................................ 23
  M. ASSOCIATION LEAVE DAYS ...................................................................................................................................................... 27
  N. ASSOCIATION APPOINTMENT LEAVE .................................................................................................................................... 27
  O. CERTIFICATED EMPLOYEE RIGHTS ....................................................................................................................................... 28
  P. JUST CAUSE .................................................................................................................................................................................. 28
  Q. ASSIGNMENTS, TRANSFERS AND HIRING PROCEDURES ...................................................................................................... 29
  R. LAYOFF AND RECALL ............................................................................................................................................................ 32
  S. CERTIFICATED EMPLOYEES' EVALUATION PROCEDURE .................................................................................................. 35
  T. PERSONNEL FILES ........................................................................................................................................................................ 35
  U. CERTIFICATED EMPLOYEE PROTECTION .............................................................................................................................. 36
  V. CHILDREN OF STAFF ATTENDING CAMAS SCHOOLS .............................................................................................................. 36
  W. ROVING TEACHERS .................................................................................................................................................................... 36
  X. RECORDING OF CERTIFICATED EMPLOYEES ...................................................................................................................... 36

SECTION IV: INSTRUCTION ........................................................................................................................................................................... 38
  C. DISCIPLINE GUARANTEE ............................................................................................................................................................. 42
  D. CLASSROOM INTERRUPTIONS .................................................................................................................................................... 42
SECTION I: ADMINISTRATION OF THE CONTRACT

A. RECOGNITION

The Board recognizes the Camas Education Association, pursuant to Chapter 41.59 RCW, as the exclusive negotiation representative for all certificated employees employed by the Camas School District. When used hereinafter, the term "certificated employee" shall mean any employee holding a regular teaching certificate and/or special certificate of the State, whether teaching or on District-approved leave. Excluded from the Camas Education Association bargaining unit shall be the Superintendent, Assistant Superintendent, the Director of Business Services, the Board's designated negotiators, building principals, assistant building principals, any individual who shall evaluate a certificated employee, and any full-time supervisor.

The Camas Education Association shall represent long-term substitutes; those substitutes who fill an assignment for the absence of a certificated employee for more than twenty (20) days in the same assignment or thirty (30) days within the preceding school year and continue to be available for employment as substitute teachers. Such employees shall be guaranteed the rights and privileges set forth in this contract except for the following provisions:

Section II, Subsections F and G
Section III, Subsections A, B, C, H, I, J, K, L, M, P, Q and R-1,2
Section IV, Subsections E, F and G

The Camas Education Association will not represent short-term substitutes who fill an assignment for a certificated employee for fewer than twenty (20) days.

The term "Association" shall mean the Camas Education Association. The term "District" shall mean the Camas School District No. 117. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine; and words denoting numbers shall include both singular and plural.

The District will not negotiate with any "employee organization" other than the Association as representing the certificated employees of the District. Any challenges to this recognition shall be pursuant to the provisions set forth in applicable laws and Washington administrative regulations of the P.E.R.C.

B. MANAGEMENT RIGHTS

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

C. STATUS OF AGREEMENT

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

D. INDIVIDUAL CONTRACT COMPLIANCE

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.

**Individual employee contracts will be issued by June 30, but no later than September 1.**

**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.**

The Board or the Camas Education Association shall not engage in or assist in any unfair labor practice.

E. 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.

F. CONFORMITY TO LAW

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.

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.

G. 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.

H. SUBCONTRACTING
All work customarily performed by the District in its own facilities with its own employees shall continue to be performed by the District and its employees subject to the following condition: Nothing in this section shall prohibit the Board and the Administration from hiring consultants who might or might not have the same qualifications as the certificated employees in the District.

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

I. MAINTENANCE OF STANDARDS

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

Once this Agreement has been ratified by both parties, all hours, wages and conditions of employment shall be maintained for the duration of the Agreement at not less than the standards contained in the Agreement.

In the event of a double levy loss, the provisions of this section will be subject to the conditions of the layoff and recall provision.

J. CONTRACT WAIVER PROCEDURE

In an effort to recognize the efforts of the school site “Learning Improvement Teams,” the District and the Association agree that there may be situations where a waiver of contract language may be necessary to support the school improvement efforts.

Contract language waiver requests must be submitted by the building “Learning Improvement Team.” At least 80% of the building staff members must signify their approval of the waiver request. The waiver request will identify the contract language to be waived, the reasons for the waiver request, and the time frame for which the waiver will be in effect.

Waiver requests will be reviewed by the Camas Education Association Executive Board and the superintendent or designee. Waivers will only be granted if they are approved by both CEA and the Camas School Board.
SECTION II: BUSINESS

A. LIST OF PAYROLL DEDUCTIONS

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, community chest, insurance plans, and tax-sheltered annuity plans. Each deduction shall be listed separately on the employee's monthly warrant pay stub.

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.

B. 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.

C. GUIDELINES FOR DETERMINING CERTIFICATED EMPLOYEES' SALARIES

1. 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.

2. The substitute rate will be $130 for a full day substitute, and $75 for a half-day substitute.

3. 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.

4. 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:

   a. Years of service: Number of years of professional education employment prior to the current reporting year.

   b. 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.

Official transcripts must be on file in the Superintendent's office 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.

4. **Salary Schedule**
   a. The parties accept that all certificated instructional staff will be placed on the LEAP 1R salary schedule.

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

**D. DUES DEDUCTIONS AND REPRESENTATION FEES**

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.

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.

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.

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.

Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Association as they see fit. Neither party shall exert any pressure on, or discriminate against any employee as regards such matters.

1. **Membership Deductions**

   Within ten (10) days of their commencement of employment, employees may sign and deliver to 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 a request of revocation is submitted to the Board and the Association, signed by the employee, and received between August 1 and August 31, preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the Board with the names of those teachers who have joined the Association and paid its dues and assessments by cash.

2. **Representation Fee Deductions**

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

In the event that any employee fails to sign and deliver an Assignment of Wages Form as described herein, the Board agrees to deduct from the salary of such teacher a representation fee in an amount equal to membership dues and assessments; provided, however, that teachers who have joined the Association and have paid through cash payment, as verified by the monthly Association list, shall not be subject to this deduction; provided also, that during the term of this Agreement the provisions of this article shall not apply to employees who are a part of the bargaining unit and who were non-members of the Association prior to August 20, 1976. Representation fee deductions shall be handled and transmitted by the Board in the same fashion as member-ship deductions as provided for in this article.

3. **Charitable Organizations Deductions**

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

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

In the event that a teacher has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said teacher shall pay an amount of money equivalent to regular dues and fees to a designated charitable organization as heretofore established by the Association. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the District an Assignment of Wages Form which is attached hereto and incorporated in this Agreement as Appendix A, which shall authorize the deduction for an amount equal to the dues and assessments of the Association including the National Education Association and the Washington Education 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.

E. ASSOCIATION RIGHTS

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 faculty 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.

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.

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.

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.

Upon request, the Association will be provided with a list of newly employed employees. Such a list shall give the tentative assignments of the newly employed certificated employees.

F. EXTENDED WORK

1. District committees are those that are initiated by the District. Committee responsibilities shall be stated when making committee appointments.

   The District shall be responsible to assure that the workload is equally distributed. Certificated employees, who work on District committees beyond the contracted workday or on non-contracted days, or in summer school, shall be paid at the Curriculum hourly rate of $37.80. The rate will be increased by the state approved COLA.

2. The district will provide one release day for kindergarten teachers (via a substitute), during each reporting period, for those teachers who teach two sessions of kindergarten. Teachers who teach one kindergarten session will be provided one-half release day (via a substitute) during each reporting period.

3. 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:
a. Teachers teaching workshops outside of the school day will receive the hourly “curriculum rate” for each hour of face to face instruction. In addition, they will receive one hour planning time compensation (at the “curriculum rate”) for each hour of face to face instruction.

b. Teachers who agree to teach a workshop during their regular work day will be compensated as above. However, they must have an agreement with their supervisor to adjust their work schedule in order to make up their contracted time lost teaching the workshop.

G. PERSONAL WORK, VOLUNTARY WORKSHOP DAYS, and TRI (Time, Responsibility, and Incentive)

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.

The primary concept of TRI is to improve the quality of educational services available for students through the performance of compensated additional responsibilities provided by certificated staff. These TRI responsibilities will go beyond those levels possible within the basic education programs as funded by the state legislature.

1. 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.

Compensation: Each full-time employee will be compensated at 12% in 2014-15, 14% in 2015-16, and 16% in 2016-17 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.

*In 2016-2017, each full-time employee will be compensated an additional 1%, for a total of 17%, contingent on levy passage, retroactive to September 1, 2016 to be paid monthly beginning in March 2017 in six equal payments.

Location: TRI responsibilities may be carried out onsite or offsite as reasonably appropriate.

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

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.

Additional supplemental days shall be a subject of negotiations as part of the annual economic re-openers.

H. 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.

I. CALENDAR

The District shall present a preliminary calendar to the Association no later than March 1st of each year.

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.

K-5 Conferences

The District shall schedule a continuous fall week of five (5) days early release for K-5 conferences. The conference week will be the same for all elementary schools and will be completed before Thanksgiving of each year. Certificated employees must make themselves available for one (1) evening conference session. A certificated employee may leave on Friday at the end of the student day or upon completion of his/her last conference in the designated conference week.

Specialists (PE, Music, Counselor, and Teacher Librarians) shall be available for conferences, to be coordinated with the classroom teacher and/or principal.

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.
SECTION III: PERSONNEL

A. 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.

B. 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.

C. LENGTH OF CONTRACT

The length of the regular employee contract shall be one-hundred-eighty-two (182) days for as long as the Washington State Legislature continues to fund the additional two (2) days added to the school calendar in the 1999-2000 school year. In the event that all or part of these additional two (2) days lose continued funding, or the legislature funds additional days, the length of the contract will be reduced or increased to reflect such change(s). Any extension in contracted days by the District shall be computed on 1/182 full per diem at the appropriate fractional full per diem rate of the employee's contracted rate of pay.

D. WORKDAY

Certificated employees of the Camas School District shall be present in each of the buildings for seven and one-half (7-1/2) hours 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. Each certificated employee shall have at least thirty (30) continuous minutes for a duty-free lunch period each day. 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.

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.

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.

All certificated employees in elementary school shall be entitled to minimally one hundred fifty (150) minutes of employee directed plan time on campus per week during the work day according to normal circumstances*. 

*
Recess will remain duty free for elementary teachers. This preparation period shall be included within the framework of the seven and one-half (7-1/2) hour workday. To provide flexibility, preparation times for elementary staff members will be scheduled in each building by the principal.

By the end of the second week of school, and as needed during the year, administration will review the student contact time of elementary specialists. Inequities and possible resolutions will be discussed with CEA leadership.

**All staff meetings shall occur within the regularly scheduled workday.**

Regular education employees who attend BIT meetings that go beyond the regular work day and/or which supplants the employee’s regularly scheduled preparation time will receive .5 hours per diem pay. Regular education teachers will need to document and submit the additional time as time worked beyond the contract day or in place of their regularly scheduled preparation time.

*“Normal circumstances” are deemed to be days when the regular daily schedule is not affected. The District may deviate from the planning time schedules for such activities that are scheduled within the normal work day (i.e. including, but not limited to, assemblies, field trips, inclement weather, early release, etc.).*

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**E. PROVISIONS FOR JOB SHARING AND PART TIME EMPLOYEES**

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

**A. Position Determination**

1. The district will arrange the sharing of one FTE position by two individuals or some other fractionalization of a limited number of teacher FTE positions when:

   (a) The district can identify some clear advantages to the district for utilizing such an arrangement, and/or

   (b) The district does not identify any clear disadvantages from a proposed fractionalization of an FTE unit.

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

2. The district will review job share annually and may terminate the arrangements at any time.

   (a) It may be abolished without prior notice:

      (1) At the end of each school year;
(2) 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.)

(3) If one-half of a job-sharing pair departs the scene and another suitable replacement cannot be immediately located;

(4) 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;

(5) 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.

B. Employee Procedure

1. The district will provide to the employee a check list of potential adverse effects from job sharing or otherwise accepting a part-time position, and the employee will indicate acceptance of those limitations by initialing each area.

2. The district will provide the employees A Beginning the Year Checklist requiring each job share employee to reach consensus on the procedures and responsibilities for each item on the check list.

3. An individual’s advancement on the salary schedule steps may be at least biannual and often more years apart depending on the proportion of teaching performed. [See C-2]

4. Eligibility for retirement credit may be limited or nonexistent during those years pursuant to state teachers’ retirement system provisions.

5. An individual’s “continuing contract rights” for the following year are in direct proportion to the days actually worked during that year. The district is not legally bound to reinstate the individual into a full-time position. Reinstatement to a full-time position will be at the district’s convenience.

6. An individual may be required to return to full-time employment at any time for “urgent needs” of the district, i.e., student enrollment change, space situations, etc.

7. Individuals proposing to enter into a job sharing arrangement will prepare a signed written agreement. It will stipulate how each individual will handle each and all of the duties and responsibilities of the position being divided. These will include, but not be limited to, the following: attendance at building and district staff meetings, back to school night for parents, student supervision duties, both during school hours and evening student body activities, individual parent conferencing, equipment inventory and similar kinds of activities normal to
those of a full-time teacher as may be identified by the building administrator. After reviewing
the proposed plan, the building administrator will sign and comment in writing his/her approval
or disapproval. The plan will be presented to the superintendent for final approval/disapproval.

8. Whenever possible, job sharing employees will be given first opportunity to act as substitute
teachers for one another at the regular substitute rate. Principals will attempt to make
arrangements for this as soon as the absence of a job share teacher is known.

C. Compensation – Computations

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

<table>
<thead>
<tr>
<th>FTE</th>
<th>Hours per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>.1</td>
<td>3.5 hours</td>
</tr>
<tr>
<td>.2</td>
<td>7 hours</td>
</tr>
<tr>
<td>.3</td>
<td>10.5 hours</td>
</tr>
<tr>
<td>.4</td>
<td>14 hours</td>
</tr>
<tr>
<td>.5</td>
<td>17.5 hours</td>
</tr>
<tr>
<td>.6</td>
<td>21 hours</td>
</tr>
<tr>
<td>.7</td>
<td>24.5 hours</td>
</tr>
<tr>
<td>.8</td>
<td>28 hours</td>
</tr>
<tr>
<td>.9</td>
<td>31.5 hours</td>
</tr>
<tr>
<td>1.0</td>
<td>35 hours</td>
</tr>
</tbody>
</table>

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.

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.

Each part-time employee will develop a schedule with his/her administrator each quarter/
trimester/semester which delineates meetings and activities the employee is contracted to
attend. Meetings and activity-attendance shall correspond proportionally to an employee’s
FTE.

2. 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.

3. Group insurance benefits will be offered in direct proportion to the time spent teaching, with a
minimum 50 % FTE to participate in the program.

4. 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.
F. SPECIAL EDUCATION

Special education teachers will receive an additional annual contract equal to 3.25% of their annual base salary for IEP related activities (pro-rated for PT staff). In 2016-2017, contingent on levy passage, this additional annual contract shall be increased to 4.0%, with the additional .75% retroactive to September 1, 2016 to be paid monthly beginning in March 2017 in six equal payments for a total of 4.0%.

Activities could include writing IEP’s, conducting IEP meetings, consulting with staff, and consulting with families. In order to qualify for the additional contract, the IEP process must be completed on time and be based upon state and federal guidelines.

Special education related services staff (SLP’s, OT’s, PT’s) will receive an additional annual contract equal to 1.5% of their annual base salary. In 2016-2017, contingent on levy passage, this additional annual contract shall be increased to 2.0%, with the additional .5% retroactive to September 1, 2016 to be paid monthly beginning in March 2017 in six equal payments for a total of 2.0%. In order to qualify for the additional time, the IEP process must be completed on time based on state and federal guidelines.

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.

Regular education employees who are required to attend Professional Team meetings and IEP conferences will receive .5 per diem hours for meeting/conference time that goes beyond the regular work day and/or which supplants the employee’s regularly scheduled preparation time. Regular education teachers will need to document the additional time as time worked beyond the contract day or in place of their regularly scheduled preparation time.

Exceptional circumstance IEP/ Professional Team preparation and meetings and/or service requirements for eligible special education students may result in additional per diem time as determined and authorized by the special education director.

1. Facilities and Work Space:

   Itinerant special education personnel shall be provided an appropriate working space as feasible for each particular building.

   a. The working space shall be reserved for such personnel during the time they are regularly scheduled into the building.

   b. The needs for privacy and/or the protection of materials shall be met.

   c. Such employees shall be provided access to a telephone where private conversations are possible.

   d. The specifics for making these arrangements shall be made by the building principal/program manager after discussion with the employee and/or the appropriate supervisor.

2. Supplies, Materials and Equipment:
Special education teachers will be provided with the texts, curriculum guides and materials necessary to align with basic education curriculum in the core subject areas.

3. Class Size and **paraprofessional support**:

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.

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. (See APPENDIX F).

<table>
<thead>
<tr>
<th>Position</th>
<th>Location</th>
<th>Students FTE or Case managed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychologist</td>
<td>ELEM</td>
<td>1:1200 general population</td>
</tr>
<tr>
<td>Psychologist</td>
<td>SECONDARY</td>
<td>1:1200 general population</td>
</tr>
<tr>
<td>SLP</td>
<td>ALL</td>
<td>1:55 If over, SLPA support</td>
</tr>
<tr>
<td>OT</td>
<td>ALL</td>
<td>1:3000 general population</td>
</tr>
<tr>
<td>PT</td>
<td>ALL</td>
<td>1:5000 general population PTA support if over</td>
</tr>
<tr>
<td>Resource</td>
<td>K-5</td>
<td>1:30</td>
</tr>
<tr>
<td>Resource</td>
<td>6 - 8</td>
<td>1:30</td>
</tr>
<tr>
<td>Resource</td>
<td>9-12</td>
<td>1:32</td>
</tr>
<tr>
<td>SCORE</td>
<td>K-5</td>
<td>1:20 blend with Resource</td>
</tr>
<tr>
<td>SIS ELE</td>
<td>K-5</td>
<td>1:12</td>
</tr>
<tr>
<td>SIS MS</td>
<td>6-8</td>
<td>1:16</td>
</tr>
<tr>
<td>SIS SEC</td>
<td>9-12</td>
<td>1:16</td>
</tr>
<tr>
<td>Life Skills</td>
<td>K-5</td>
<td>1:10</td>
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<tr>
<td>Life Skills</td>
<td>6-8</td>
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<tr>
<td>Life Skills</td>
<td>9-12</td>
<td>1:12</td>
</tr>
<tr>
<td>Transition House</td>
<td></td>
<td>1:15</td>
</tr>
</tbody>
</table>
The District shall provide instructional paraprofessional time to assist each special education teacher during instructional time for which the teacher is responsible.

Special education teachers will conference with the Special Services Director, Psychologist, Principal, and if requested, CEA representative, to determine if additional instructional paraprofessional time is needed in each classroom or program. Determining factors can include: age and number of students in classroom, specific special education needs of students, student health concerns, and other items as identified.

4. Assignment and Transfer:

After three (3) years as a special education employee in the District, properly credentialed special education employees may choose to apply for regular education classroom positions through the process set forth in Article III, Section P.

Acronyms:

- SLP  Speech Language Pathologist
- OT  Occupational Therapist
- PT  Physical Therapist
- SCORE Social Communication Occupation Resource Education
- SIS  Structured Inclusion Services
- EBD  Emotionally Behaviorally Disordered

F. EARLY RELEASE FOR ELEMENTARY STUDENTS EVERY WEDNESDAY

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.

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.

There must be a minimum of three (3) straight weeks of uninterrupted Wednesday preparation periods between District and/or building days.
All remaining undesignated early release days shall be employee directed time.

3. During each year of this agreement, each Wednesday will be an early release day. The exception would be the first Wednesday of the school year if the first day of school falls on a Wednesday.

H. EVENING COMMUNITY/PARENT ACTIVITIES

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

Additional community/parent evening activities where attendance is requested will be voluntary and will be compensated at the per diem rate of pay.

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

Participation or non-participation in these activities shall not be a subject for evaluation.

This clause will only apply to school-wide activities.

I. INSURANCE AND FRINGE BENEFITS

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

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

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

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

4. The State support amount for the insurance pool shall be further increased by an additional $10.00 per month per FTE in each year of this agreement.

5. Employees will be asked to make their selections no later than September 15 of each year. After all employees have made their selections, the District shall calculate the insurance pool, annually, no later than the October payroll cutoff.
6. Each employee shall pay a minimum monthly charge of 2% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling. The 2% shall be calculated based on the established monthly rates for the benefit year it applies to.

7. The District shall provide notice to all employees of the respective rates of their selected plans after all contributions, calculations, and allocations in rounds of the pool have been completed.

8. An employee whose spouse is also a district employee eligible for a district insurance contribution, and a member of the bargaining unit, may combine his or her insurance allocation with that of his or her spouse for the purchase of a single insurance plan to offset the employee’s out of pocket costs for medical insurance premiums (e.g. the purchase of one employee plus spouse plan rather than two employee only plans.) The unused portion of the insurance allocation shall be returned to the insurance pool.

9. The District shall make payment of all premiums for each employee to assure coverage for the full twelve-month period commencing October 1 and ending September 30. If an employee terminates his/her employment prior to June, coverage of insurance shall terminate at the end of the month in which termination occurred.

10. After September 15th, eligible persons not enrolled when newly eligible will not be enrolled until the next open enrollment. Acceptable changes after the open enrollment period are:
   a. Marriage or divorce
   b. Birth or adoption of dependent children
   c. Change in status of dependent or employee
   d. Carrier or dependent becomes eligible for Medicare
   e. Change of domestic partner status

11. New employees to the district hired between the 1st and 15th of any month shall receive coverage on all fringe benefit plans on the first day of the next month. Employees hired between the 16th and 31st of any month shall receive coverage on all fringe benefit plans on the first day of the second month following hire.

12. No later than March 31 of each year, the District shall convene an insurance committee of CEA selected members and Human Resources to review plans, secure bids as requested, and solicit quotes for the future school year. If there is no agreement to make changes, the current plans, listed below, will continue to be provided to an eligible employee, his/her family and or domestic partner as governed by state statute:
   a. WEA/Blue Cross Medical/Life Plan for employee/spouse/child(ren) OR, optional equivalent Kaiser plan.
   b. Washington Dental Service Plan I (Composite) plus Orthodontia Plan II.
   c. WEA/Blue Cross Vision Care Plan I.
   d. The District will provide pooling as it equates to Washington State statute.
12. The following option is available under payroll deduction at the employee's expense:

   WEA/Washington National Salary Insurance

J. SICK LEAVE (Sick leave may be used for illness, injury, emergency and family care.)

Every person under a contract for a full school year (182 days) shall receive twelve (12) days of annual sick leave. Such sick leave not taken during the year shall be accumulated from year to year up to a maximum of one hundred eighty (180) days. A person contracted for less than a year shall be entitled to the proportion of twelve (12) days sick leave that the total number of full days contracted bears to 180 days.

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.

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.

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

For 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.

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.

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.

The procedures that govern this program are as outlined in Board Policy 5406 (Appendix B.)

*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).
K. LEAVE OF ABSENCE

Upon the recommendation of the Superintendent, a Leave of Absence for one (1) full contract year, without pay, may be granted to certificated staff members by the Board for the purpose of study, travel, recuperation, working in a professionally related field, civic responsibility, adoption, military leave, or any other acceptable purpose as determined by the Board. Such leaves are automatically terminated and all rights to a position in the Camas School District are forfeited if the person on leave signs a contract as a certificated staff member in another school district.

Upon an employee's request, a Leave of Absence may be extended because of extenuating circumstances for one additional year on the recommendation of the Superintendent when approved by the School Board.

Provided, the certificated employee taking the place of a person on leave shall receive a contract limited to one year in accordance with RCW 28A.405.900.

Leaves of Absence shall be limited to a maximum of 5% of the certificated staff during any one year.

A request for a Leave of Absence may be denied if the impact on any one area of the instructional program is too great.

Certificated employees returning from leave are assured of a position with the Camas School District. Every effort will be made to place the certificated employee in the same position or a similar position upon returning to the District. Provided it is the certificated employee's responsibility on leave to notify the District by April 1 of the year in which he is returning whether or not he intends to return. If there is no contact or notification prior to April 1, the District's obligation to retain a position for the employee shall cease.

Upon returning to the District, the certificated employee who has been granted a year's Leave of Absence shall be placed on the appropriate step on the salary schedule but receive no credit for the experience step on the salary schedule for the year of leave. The person returning retains the accumulated years of experience and the accumulated days of sick leave as well as the continuing contract status. The certificated employee shall retain the right to participate in group insurance plans at his own expense while on leave with the approval of the insurance company.

L. LEAVE FOR REASONS OTHER THAN ILLNESS

A certificated educational employee who anticipates the necessity for taking a leave (other than sick leave) shall make proper application to his/her building principal or supervisor. Employees shall be granted the following kinds of leaves with full pay during the school year as noted below and the employee shall pay for substitutes as noted below. All leaves granted under these provisions will be in units of full or half days. Full pay is defined as "no loss of pay to the certificated employee, and the District paying the substitute cost" unless otherwise noted.

1. Bereavement Leave

Bereavement leave for each death in the family -- up to four (4) days bereavement with full pay will be granted for each occurrence in the employee’s family. In cases where emergency factors or travel problems are involved, the employee may request to use any unused emergency leave benefits. Family is defined to include mother, father, sister, brother,

2. Emergency Leave

Up to three (3) days of emergency leave with full pay shall be available to certificated employees. For purposes of this leave, an emergency is a situation or adversity of such a nature that preplanning is not possible. Emergency leave could not be used where good judgment would logically dictate that the matter could and should have been dealt with in some other manner. Two (2) additional days of emergency leave may be granted at the discretion of the superintendent or his/her designee. One (1) day of emergency leave may also be requested for the death of a close personal friend.

Emergency leave may not be used for vacation periods or extensions thereof, recreational outings, or for business or social appointments, nor for matters of personal convenience.

An employee who finds it necessary to be absent from assigned duties by reason of an emergency will notify the building principal at the earliest possible moment. Upon return to duty, the employee will be required to complete a leave request form stating the reason for the reported absence.

3. Personal Leave

Each employee shall receive three (3) personal leave days annually. The first and second days shall be at no loss of pay. For the third day, which is not accumulative, employees will receive differential pay. Differential pay is defined as the difference between the employee’s daily pay and the district’s regular substitute rate. Personal leave is accumulative to a maximum of five (5) days. The employee shall not be asked to give a reason for the use of this leave.

An employee, beginning in his/her 17th year of teaching service, in/out of the District or State, and thereafter, shall receive a 3rd fully paid day of leave annually. This fully paid day may not be accrued or cashed out.

In an effort to ensure a smooth opening and closing of the school year, personal leave would not normally be granted during the first five (5) days of a school year and the last five (5) days of a school year. Exceptions will be allowed by the Superintendent/designee only for significant family events or education reasons.

No more than twenty (20) employees district-wide will be granted personal leave on the workdays immediately prior to or following Thanksgiving and winter break. Employees requesting a personal leave must submit a signed request to human resources. These days will be approved on a first-come first-served basis with the human resource department.

Whenever possible, all personal leave requests will be made to the building principal at least five (5) working days in advance of the intended absence.

To maintain the number of days of student-teacher contact and encourage attendance at work, a cash-out system for personal leave day(s) not used shall be established. Any personal leave day(s) not used may, at the employee’s option, be cashed in at a rate of one substitute teacher
per day rate of pay for each personal leave day not used. This cash-out will be paid in August. If the employee opts for personal leave cash-out, a request must be sent to payroll by the last day of June each year. Absent a notification for a cash out, unused leave will automatically roll over to the next year up to the maximum allowed.

4. Family Leave

Each employee may request family leave as stipulated by District Policy 5323 and federal statute. (See Appendix C, Policy 5323, Family Leave).

5. Paternity Leave

Three (3) days of Paternity Leave at full pay shall be allowed to be utilized for the birth of a child.

6. Adoption Leave

Eight (8) non-accumulative days of leave with full pay shall be allowed either parent or both for the adoption of a child. Two (2) additional days may be allowed provided the employee pays for the substitute.

7. Maternity Leave

In accordance with WAC 162.30.020, a woman is entitled to take a Leave of Absence for childbirth for a reasonable length of time and thereafter return to the same or similar position consistent with the School District's policy on temporary disability.

Upon application, the District shall grant maternity leave for the time an employee is disabled due to pregnancy. The following guidelines will apply:

a. The employee will be allowed to work as long as she is capable of performing her job and as long as her health care professional concurs.

b. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from are, for all job-related purposes, considered disabilities.

c. To be entitled to maternity leave, a woman shall inform the administration at least thirty (30) days in advance of her intention to take leave; the approximate time she expects to return to work; and, within thirty (30) days after childbirth, shall inform the administration of the specific day when she will return to work.

d. The employee will be required to supply a health care professional release indicating the duration of the disabled period. The employee may use any accrued sick leave or unpaid leave during the period of disability.

e. Family leave or a leave of absence can be requested in accordance with board policy and contract provisions.

8. Short-Term Unpaid Leave

Approval of requests for unpaid leave of up to three (3) days will be at the discretion of the superintendent or his/her designee. Requests for more than three (3) days will be made to and
approved at the discretion of the school board. Requests to the school board must be made in
time for consideration at regularly scheduled board meetings.

9. **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.

10. **Military Reserve/National Guard Active Training Duty**

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:

a. The Employee shall provide a copy of orders and proof that such duty is mandatory.

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

c. The employee shall receive full pay for the authorized fifteen (15) days.

11. **Jury and Subpoena Leave**

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.

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.

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.

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

In serving as a witness, the employee will make a maximum effort to minimize the amount of
time spent away from his/her employment. The office of the superintendent may extend the
definition and intent of the subpoena leave policy on an individual basis.

12. **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.
M. ASSOCIATION LEAVE DAYS

The District shall provide forty (40) days of release time per year for officers and representatives of the Association for Association related business. During bargaining years, additional days, as needed, will be arranged and scheduled between the Superintendent and the Association President. The request for leave must be made to the Superintendent a minimum of five (5) days in advance unless there is an emergency. Release will be given unless it can be shown that such leave would seriously affect the education process.

In addition to the above, the Association President shall submit a quarterly plan for additional Association leave days to the Superintendent, to be jointly approved.

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

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

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

Presidential Leave

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

If less than half-time, the Association President shall submit a quarterly plan for Association leave days to the Superintendent, to be jointly approved.

The Association agrees to pay the total cost of the substitute wages for these days. The Association President taking this leave will not suffer any loss of pay or fringe benefits.

N. ASSOCIATION APPOINTMENT LEAVE

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

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

1. The benefit which would result to the affected employee’s assignment and/or public school education in general.
2. The amount of release time required and the procedure for replacement or assumption of responsibility during the employee’s absence.
3. Determination of who is paying any required substitute costs.
4. Financial compensation, if any, to be received by the employee.

O. CERTIFICATED EMPLOYEE RIGHTS

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.

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.

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.

P. JUST CAUSE

No employee shall be disciplined without just cause.

The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

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.

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.

Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten (10) days of knowledge of the alleged complaint may not be used as the basis for any disciplinary action against the employee.

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

Q. ASSIGNMENTS, TRANSFERS AND HIRING PROCEDURES

The assignment, reassignment, transfer and/or hiring of certificated employees is a responsibility delegated to the administration by the Board. In carrying out the responsibilities, the administration will follow these procedures for open positions:

Definitions

Opening: A vacant or newly created position.

In-building movement: Prior to declaring an opening, in-building staff members shall have an opportunity to request reassignment.

Voluntary Transfer: A request by a certificated employee to be assigned to an open position in another school.

Involuntary Transfer: The assignment by the District of a certificated employee to another school that he/she has not requested.

The assignment of special services itinerant staff and high school teachers on an annual basis is not considered a transfer.

Prior to the end of the school year, employees who wish to be notified of any summer postings shall notify the District of their home email and phone number. Employees shall be given no less than five business days to apply for said openings.
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.**

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.

General Hiring Procedures

1. **In Building Movement Procedures:**

   A. When an opening exists in a building or program, the administrator will begin by first considering voluntary reassignment of existing personnel within the building or program. During the school year, notification of “in building” openings will be made to the affected building staff via the e-mail system. Interested staff will have three (3) working days to notify the administrator of their interest.

2. **Voluntary Transfer Procedures**

   A. After reassignments are complete, an opening will be posted within the district and will remain open for a minimum of five (5) working days. Concurrent external postings may occur. Interested in-district personnel may apply for open positions.

   B. Qualifications and requirements for openings in the bargaining unit shall be clearly set forth in the job postings. In an effort to fill all positions with the best qualified applicants, the district agrees to fill all positions based on complete consideration of objective factors including but not limited to: education, certification, evaluation results, and professional experience.

   C. In-district personnel requesting a transfer to an open position will be interviewed for the opening provided he/she meets the minimum qualifications of the job posting (to include No Child Left Behind Highly Qualified Teacher status). Out-of-district candidates may be interviewed as well. In the event that a current employee and an outside applicant have substantially equal qualifications, the current employee shall be offered the position.

   D. If an employee is not the selected candidate, upon the employee’s request, the superintendent or his/her designee shall notify the employee of the reason(s) for not granting the request.

   E. During the school year when openings occur in the district, notices will be posted on the CSD web-site and a district 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:**

A. *The district will first ask for volunteers to be transferred. If an employee volunteers to be involuntarily transferred he/she is eligible for all the involuntary transfer procedures.*

B. No employees will be involuntarily transferred for disciplinary reasons.

C. As soon as possible after the need for an involuntary transfer is determined, Administration will meet with the affected employee, at which time he/she will be notified of the reason for the transfer.

D. If there are assignment options available, the employee will be notified and will be asked to indicate his/her preference of assignment.

E. An employee shall not be involuntarily transferred more than once in three (3) years without first meeting with the employee and CEA representation, and it is determined that there are no other alternatives to the transfer.

F. At the elementary level, any employee involuntarily transferred to a grade level one or more 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.

G. 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.

H. 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.

**Conditions Applicable to ALL Transfers:**

1. Prior to any transfer, voluntary or involuntary, the Administration will meet with the certificated employee to discuss the transfer.

2. 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.

3. 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.

4. 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.
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.

This moving allowance is not meant for secondary teachers who have to teach in different rooms.

Student test scores shall not be used to make decisions regarding involuntary transfers or assignments.

GROWTH POSITIONS

"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.

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.

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.

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.

R. LAYOFF AND RECALL

1. Procedures for Staff Reduction

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

a. Determination of Vacant Positions: The District will determine, as accurately as possible, the total number of certificated staff members known as of May 1 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.

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.

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

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

1. Elementary classroom teachers, K-6, who possess a Washington State Teaching Certificate.

2. Secondary classroom teachers, 7-12, who possess secondary endorsements in accordance with WAC 180-79, and who possess a Washington State Teaching Certificate.

3. 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.)

4. 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).

d. **Placement in Programs:**

1. To qualify for placement in any program, the certified employee must:
   a. Have an applicable Washington State Teaching Certificate, and
   b. Possess the endorsement specified in WAC 180-79 required by the position, or
   c. Have had a minimum of one (1) year of professional experience of at least two (2) periods in each additional category or specialty.
2. Each certificated staff member will be considered first for retention in the program in which the position is held at the time of the implementation of these procedures.

3. If not selected in a program in which he/she is currently teaching, staff members shall also be considered for retention in such additional programs for which the staff member is qualified according to Section d-1.

4. The District will list, by seniority, those staff members qualified in each designated program. The staff members will have an opportunity to verify placement on each list prior to action by the District.

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

1. Teaching seniority in the state of Washington
2. Teaching seniority in the Camas School District
3. Seniority in the teaching profession
4. Credits earned beyond the BA or MA as recognized for placement on the salary schedule
5. Flexibility in terms of certification
6. Lottery

2. The actions required to meet District needs and State statute will be implemented on or before May 15 by the District. All certificated staff members who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment. Employment pool personnel will be given the opportunity to fill open positions within the programs for which they are qualified in Section 1-c. If more than one such staff member is qualified for an open position, the criteria set forth in Section 1-e shall be applied to determine who shall be offered such position.

a. It shall be the responsibility of each staff member placed in the employment pool to notify the Superintendent or his designee in writing by February 1 of the succeeding year if such staff member wishes to remain in the employment pool.

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

If a certificated employee in the employment pool signs a contract in another school district, the District's obligation to the certificated employee ceases.
c. The District will utilize employment pool personnel as substitutes in positions for which they are qualified on a first priority basis before hiring other substitutes.

3. In no event will personnel outside the bargaining unit be included on the seniority list in the event of layoff.

S. CERTIFICATED EMPLOYEES' EVALUATION PROCEDURE

CEA and the District shall appoint a joint committee with 4 members appointed by the Association and 4 members appointed by the District to draft replacement Evaluation contract language. This Committee shall complete its work no later than December 31, 2014, to be presented to the CEA President and the District for consideration, to be presented to the bargaining unit and board for consideration.

T. PERSONNEL FILES

The District will adhere to the provisions of the State Law regarding the certificated employee's right to inspect personnel files. (RCW 28A.405.250) Certificated employees will have the right to inspect their individual files with another certificated member of the Camas District or with their legal or professional counsel present. The District reserves the right to have an observer present when the file is inspected. Under no circumstances is the material to be taken from the file or modified without the express written approval of the Superintendent; provided, however, at the time of each inspection each employee shall have the right to initial and date the materials to verify the contents of the personnel file. Copies of any documents contained therein shall be afforded to the employee at District cost.

No other personnel file shall be kept anywhere in the district, provided that any file for student due process hearings and for the disposition of grievances shall be maintained separately from the employee's personnel file; provided, further, that administrators may keep individual working files as necessary for personnel, administration and evaluation. All dispositions of grievances shall be destroyed three (3) years after the date the decision was rendered.

No material shall be kept in the employee's personnel file without first being shown to the employee within ten (10) days of its receipt or creation by the district.

Material from the personnel file reviewed by an employee and judged by the employee to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted in writing. Such written response shall be attached to the aforementioned materials and become part of the written personnel records and kept in the file; provided, however, that responses to evaluations shall be made only at the time of evaluation and in accordance with the Evaluation Procedure. Disagreement by an employee with the content of the employee's personnel file may be a matter to be pursued through the negotiated grievance procedure.

No materials deemed derogatory by the certificated employee shall remain in his/her file for longer than three (3) school years, except the Superintendent may maintain the material in the file beyond the three (3) years in special cases, and notice shall be given to the individual and Association.
U. CERTIFICATED EMPLOYEE PROTECTION

The District will provide insurance protection for any certificated person covered by this Agreement against financial loss and expense arising out of any claim, demand, suit or judgment by reasons of alleged acts of omission or negligence causing bodily injury to person or persons, or destruction of property of others, provided such member at the time of the alleged accident was acting within the scope of his/her duties. Liability insurance will protect against loss caused by bodily injury, or caused by libel, slander, and invasion of privacy to the limit of $500,000.00 each person so injured. Damage to property of others will be insured to a limit of $100,000.00.

Provided, the certificated employee exhausts his or her liability insurance whether it is provided through their membership in an organization or by the member personally. The District or its insurer(s) will reimburse the employee, as obligated by statute, for loss or damage of not less than $10.00 or more than $500.00 to personal property, including vehicles, caused while the employee is engaged in (1) the maintenance of order and discipline, or (2) the protection of school personnel, school property or students, or (3) the loss of personal property used in the instructional process. In the event a loss for personal property used in the instructional process is claimed, the loss must arise from fire, water, earthquake, malicious damage by students, or theft from a secured area. Equipment must be registered and its use authorized by the employee's immediate supervisor before its use in the instructional process. The dollar value will be determined at the time the item is registered.

This section is subject to immediate and mandatory negotiations in the event the insurance program of the District is terminated by some action initiated by agencies outside the District.

V. CHILDREN OF STAFF ATTENDING CAMAS SCHOOLS

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 though all grade levels at the respective school.

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.

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 Districts identified feeder middle and/or high school.

W. ROVING TEACHERS

When a secondary teacher is assigned a schedule that requires moving between different classrooms over the course of the day, the District, to the best of its abilities shall prevent teachers from being assigned such a moving schedule more frequently than others with similar teaching responsibilities.

X. RECORDING OF CERTIFICATED EMPLOYEES
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.

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 IV: INSTRUCTION

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. 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>
<thead>
<tr>
<th>Grade Level</th>
<th>AVERAGE Class Size Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>24**</td>
</tr>
<tr>
<td></td>
<td>**Overload paid to impacted employee over grade band at max</td>
</tr>
<tr>
<td>6-8</td>
<td>30:1*</td>
</tr>
<tr>
<td></td>
<td>*Average based on a 5 period day</td>
</tr>
<tr>
<td>9-12</td>
<td>31:1*</td>
</tr>
<tr>
<td></td>
<td>*Average based on a 5 period day</td>
</tr>
<tr>
<td>Health Class 6-12</td>
<td>Classes will not exceed 35 students</td>
</tr>
<tr>
<td>Fitness Class 6-12</td>
<td>Classes will not exceed 40 students</td>
</tr>
<tr>
<td>MS Music:</td>
<td>*Average based on a 5 period day</td>
</tr>
<tr>
<td>Instrumental &amp; Choral</td>
<td>45:1*</td>
</tr>
<tr>
<td>HS Music:</td>
<td>*Average based on a 5 period day</td>
</tr>
<tr>
<td>Instrumental &amp; Choral</td>
<td>65:1*</td>
</tr>
</tbody>
</table>

CLASS SIZE

1. 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.

2. 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.

3. 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.

4. Each 1.0 FTE elementary health, fitness, and music specialist shall have no more than 42 sections per week, and normally no more than nine (9), thirty-minute sections scheduled per day. No more than 4 (four) consecutive sections shall be scheduled, for each employee, without a break. Passing time shall not constitute a break.

In 2014-2016, specialists who are scheduled 43 sections or more shall receive a $100 stipend per grading period for each section over 42. An employee may opt for one day of release per each section over 42 for each grading period or to purchase $100 of classroom materials per each grading period for each section over 42.

In 2015-2016 the District and Association shall create a joint committee consisting of 3 specialists, 3 classroom teachers, and 3 administrators to review and evaluate the number of weekly specialists sections. The committee shall complete its work no later than December 31, 2015 to be presented to the CEA President and the District for implementation.

5. For those who travel in between buildings, which require the use of a car to travel the distance of one mile or more, one thirty (30) minute class will be scheduled to accommodate travel to each site and counts as a section. The District shall pay the IRS mileage rate between buildings.

MONTHLY CLASS COUNTS

Within the first fifteen (15) student days of each school term, class loads will be reviewed by the District. Per section of III, Article V, students of CSD employees allowed into a classroom based on a boundary exception will not count towards overload limits. At this time, the District shall reassign students, create combination class, review overload options with the teacher, or create a new section and transfer and/or hire additional personnel.

After this date, the District shall run a monthly student count, October 1 through May 1, to assess the classroom overload. Overload pay is figured monthly on the first working day of the month, October through May, and is paid in the February and June checks. The District shall contact impacted employees within 3 days of the monthly count to select their preferred overload relief. In the event the notice and confirmation does not occur the remedy shall default to the paid option.

CLASS SIZE OVERLOAD OPTIONS

ELEMENTARY AND MIDDLE SCHOOL

   a. Basic Options
The first option for overload will be stipend. The amount of the stipend will be determined by a combination of two factors:

a. The amount of equivalent paraeducator time, and
b. The base hourly rate of a paraeducator (currently $15).

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.

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.

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.

**ELEMENTARY OVERLOAD**

<table>
<thead>
<tr>
<th>Max Base Class Size</th>
<th>+1 student 1 hour</th>
<th>+2 students 1 hour</th>
<th>+3 students 1.5 hours</th>
<th>+4 students 2 hours</th>
<th>&lt;Total Hours Para Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
</tr>
</tbody>
</table>

**ELEMENTARY EXAMPLE:**

Employee over 2 students
1 hours X $15.00 = $15
$15 x 20 working days in January = $300 overload pay
## MIDDLE SCHOOL OVERLOAD

<table>
<thead>
<tr>
<th>Max Base Class Size Based on a 5 period day</th>
<th>+1 Student .25 hours</th>
<th>+2 Students .50 hours</th>
<th>+3 Students .75 hours</th>
<th>+4 Students 1 hours</th>
<th>&lt;Total Hours Para Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 per class</td>
<td>31 per class</td>
<td>32 per class</td>
<td>33 per class</td>
<td>34 per class</td>
<td>35 per class</td>
</tr>
</tbody>
</table>

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

\[
\begin{align*}
\text{.75 X $15.00} & = \text{$11.25} \\
\text{$11.25 X 2 periods} & = \text{$22.50} \\
\text{$22.50 x 20 working days in January} & = \text{$450 overload pay}
\end{align*}
\]

### MIDDLE SCHOOL OVERLOAD FOR OUTLIERS*

<table>
<thead>
<tr>
<th>Max Base Class Size Based on a 5 period day</th>
<th>.25 hours</th>
<th>.50 hours</th>
<th>.75 hours</th>
<th>1 hour</th>
<th>&lt;Total Hours Para Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-8 per class</td>
<td>30 per class</td>
<td>35 per class</td>
<td>36 per class</td>
<td>37 per class</td>
<td>38 per class</td>
</tr>
</tbody>
</table>

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

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 5 students in 2nd block

\[
\begin{align*}
\text{.25 X $15.00} & = \text{$3.75} \\
\text{$3.75 X 2 periods} & = \text{$7.50} \\
\text{$7.50 x 20 working days in January} & = \text{$150 overload pay}
\end{align*}
\]
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.

MUSIC SPECIALIST OVERLOAD

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.

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.

C. DISCIPLINE GUARANTEE

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.

An employee is allowed by laws to use such force as is necessary to protect him or herself, a fellow employee or administrator, or a student from verbal or physical attack or injury. The principals of each building shall, during the first faculty meeting each year, distribute and explain the discipline procedures of their schools and the policy of the District relating to discipline. Such explanation shall clearly state employee responsibilities including required documentation, chain of command to be used, required time lines and a definition of each degree of discipline including corporal punishment and the conditions and circumstances under which such punishment is to be administered.

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

D. CLASSROOM INTERRUPTIONS

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

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

F. **DISTRICT BUILDING COMMITTEE ASSIGNMENTS**

District-required attendance at meetings designed to improve the instructional program or other required activities within the District which extend beyond the 7-1/2 hour workday shall be governed by the following provisions:

1. No certificated staff member will be required to serve on more than one District committee.
2. No certificated staff member shall be required to be in attendance at a committee meeting for more than one hour after the start of the meeting.
3. No certificated staff member will be asked to attend more than fifteen (15) committee meetings during any school year.

To provide time for building and/or District-wide grade level and/or subject area meetings related to the instructional program, implementation and monitoring of the District's Essential Learning’s and Exit Requirements Program, I.E.P.’s, etc., the District shall provide early dismissal as needed.

Application for participation in any of these areas outside the District is made on the regular District travel request form through the building principal. District criteria approving requests for attending such meetings will be developed and available to all employees.

G. **PROFESSIONAL DEVELOPMENT ALLOCATON**

All certificated full-time employees shall receive a $900 Professional Fund Allocation for each school year. Part-time employees shall receive this allocation on a pro-rata basis.

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

The employee must submit a Certificated Employee Professional Fund Agreement (PFA) (APPENDIX G) by the last work day in September in order to receive the allocation. The PFA must be tied to the teacher’s evaluation and they must sign off on the end of year evaluation that the plan was completed. Compensation will be subject to applicable taxes through the payroll process. Compensation will be paid in one monthly installment, in the December payroll process. If a certificated staff member is hired after November 8th and submits a Certificated Employee Professional Fund Agreement, a pro-rated portion calculated from date of hire will be paid in June.
In addition to the Professional Fund, the district will provide up to $400 annually per full-time FTE for voluntary district offered or district directed professional development activities. Attendance at district offered activities will be paid at the curriculum rate. Employees will be paid for their attendance via a sign-out sheet at the end of the activity.

H. SPECIAL SUPPLEMENTAL CONTRACT DAYS

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.

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. The list could go on.

I. EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING

In the event that it becomes necessary to close the school(s) because of the inclement weather, volcanic eruptions 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.

1. Delayed Opening

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.

In the event that a Wednesday is a late start day due to weather, there will be no early release on that Wednesday.

2. Compensation and Benefits
On workdays when school is not in session because of conditions not within the control of the District Administration due to acts of God, 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.

3. **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.

**J. ABSORBING OTHER EMPLOYEE ASSIGNMENTS**

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:

**Middle School and High School:**

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.

The Athletic Director’s office shall have the responsibility to select volunteers from the above list to cover athletic vacancies or early releases.

For all other vacancies, the Principal’s office will follow these steps:

1. Check for availability of employees on the volunteer list.
2. Certificated unassigned employees (i.e., counselors, media specialists) will be requested to substitute.
3. Certificated employees not on the volunteer list will be requested to substitute.
4. Employees will be requested to provide double coverage for a class period.
5. Administrators, if available, will be assigned to cover vacancies.
6. 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.

**Elementary:**

1. Unassigned classroom certified employees (including administrators) will be requested to cover the absent employee(s) on their unassigned time.
2. Unassigned specialists (i.e., P.E. teachers, music specialists, librarian) will be asked to substitute
3. Employees will be requested to provide double coverage.
4. 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.
Employees who provide any of the above-named 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.

K. PROFESSIONAL LEARNING COMMUNITIES

Certificated employees at each site shall participate in a Professional Learning Collaboration for no more than 50 (fifty) minutes per week.

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.

MIDDLE SCHOOL

Professional Learning Collaboration shall occur during weekly grade level subject area blocks.

CAMAS HIGH SCHOOL

Professional Learning Collaboration shall occur on Fridays from 7:25-8:15 AM.

Collaboration time is intended to be purposeful, clearly aligned, and focused on student learning supported by data.

Topics discussed shall be based on PLC 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.

L. National Board Support

The District shall provide one (1) day release time to any certificated candidate pursuing his/her National Board certification or recertification.

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.

The District shall reimburse each candidate $500 upon candidate verification of submission of a completed and passing portfolio.

Teachers awaiting verification of certification, and begin their employment before such notification, shall receive the $500 from the District once notified.
SECTION V: GRIEVANCE PROCEDURE

A. 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.

B. DEFINITIONS

1. **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.

2. **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.

3. **Days** shall mean Monday through Friday except for holidays when the school offices are closed.

4. **Administrator** refers to the Superintendent or any person who acts as a supervisor.

C. RIGHTS TO REPRESENTATION

1. 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.

2. 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.

3. The Association shall be given an opportunity to be present and make its views known whenever an adjustment is made.

   The Association shall have the right to initiate a grievance filed and later desisted by an individual.

D. PROCEDURES

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

**Step 1 - Initiating Formal Grievance**

1. The grievant shall file a written grievance with his immediate supervisor within ten (10) days following his awareness of the act or condition which is the basis for his grievance; provided, such action or condition occurred within the last twelve months.

2. The immediate supervisor shall reply in writing within ten (10) days. If the grievant has not had a response within the ten-day period, the grievant is then granted the solution he or she petitioned.

**Step 2 - Appealing**

Within the ten (10) days, if the grievant is not satisfied with the decision in Step 1, he may appeal in writing directly to the Superintendent (or designee) in one of two methods:

1. The grievant submits all background information to the Superintendent (or designee) and then meets with the Superintendent (or designee).

2. The grievant shall submit all background information to the Camas Education Association President. The CEA shall present the grievance to the Superintendent (or designee) on behalf of the grievant.

The Superintendent (or designee) will render a decision in writing within ten (10) days.

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

1. Within ten (10) days if the grievant is not satisfied with the decision at Step 2 concerning grievances involving a violation, misinterpretation, or misapplication of the District rules, regulations, administrative directives, or policies concerning wages, hours and conditions of work, he may appeal directly to the Board of Directors.

2. The grievant may appear on his own behalf or shall submit all background information to the Camas Education Association President. In that event, the CEA shall present the grievance to the Board of Directors on behalf of the grievant.

3. The Board of Directors will render a decision binding on all parties in writing within ten (10) days. If no decision is rendered within ten (10) days, the grievant's petition is granted.

**Step 4 – Mediation**

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.

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.

Step 5 - Binding Arbitration

1. 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.

2. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

3. 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.

4. 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.

5. 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.

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

E. MISCELLANEOUS

1. There shall be no reprisals of any kind by the District or an agent of the District against any employee for reason of his participation in the grievance process.

2. All documents, communication and records dealing with the processing of the grievance shall be kept in a separate file and a notation shall become a part of each party's personnel file.

2. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
   a. Provided, if deviation(s) from the evaluation process procedure occurs, such deviation(s) shall be grievable.
b. Provided, in the event of a situation which concerns the certificated employee in the staff evaluation process, the certificated employee has the right to seek relief by meeting with the Superintendent.

State law also specifically gives a certificated employee the right to appear before the Board on his or her own behalf.

SECTION VI: DURATION

This Agreement represents the entire agreement between the Board and the Association and shall become of full force and effect from September 1, 2014, and shall continue in full force and effect until midnight, August 31, 2017. The contract will be opened each year during the life of the agreement for negotiations on class size and any increased legislative funding impacting personnel and/or the instructional program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this ___ day of ___ , 2014.

EDUCATION ASSOCIATION

By

President

By

Secretary

DISTRICT

By

Board President

By

Secretary to the Board
A. DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT

NAME _____________________________________________________________
ADDRESS __________________________________________________________
CITY, STATE ____________________________  ZIP CODE __________________
TO ____________________________________ SCHOOL DISTRICT

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

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

________________________  ________________________________
Date       Signature

ASSIGNMENT OF WAGES FORM

NAME _____________________________________________________________
ADDRESS __________________________________________________________
CITY, STATE ____________________________  ZIP CODE __________________
TO ____________________________________ SCHOOL DISTRICT

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

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

__________________________  ________________________________
Date       Signature
B. 5406P: 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:
      a) Go on leave-without-pay status; or
      b) 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.

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.

B. 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.

C. Shared leave shall be calculated in either of the following ways:

D. 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.

E. 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.

F. 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.
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.

Return to Work

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

Reinstatement of an employee returning from family leave need not occur if: a) the specific job is eliminated by a bona fide restructuring, or a reduction-in-force resulting from lack of funds or lack of work, b) an employee on family leave takes a position with another employer outside the home, or c) the employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave. If an employee
fails to return from family leave, the district shall recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

A. The employee began leave five or more weeks before the end of the semester, the leave is for more than three weeks, and the employee would otherwise return to work within three weeks of the end of the semester.

B. The employee began family leave (except for a personal health condition) less than five weeks before the end of the semester, the leave is for more than two weeks, and the employee would otherwise return to work within two weeks of the end of the semester.

C. The employee began family leave (except for a personal health condition) three or fewer weeks before the end of the semester and the period of leave is more than five working days.

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
D. EDUCATIONAL STAFF ASSOCIATE (ESA) EVALUATION

Name: _________________________________ _____ ANNUAL

School: _________________________________ _____ 90 day (newly employed)

Assignment: _________________________________

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>STRENGTHS; WEAKNESSES; SUGGESTIONS FOR IMPROVEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Refer to list of adopted criteria)</td>
<td>(Comment in each category)</td>
</tr>
</tbody>
</table>

KNOWLEDGE AND SCHOLARSHIP IN A SPECIAL FIELD:

SPECIALIZED SKILLS:

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:

THE E.S.A. AS A PROFESSIONAL:

IN Volvement in ASSisting PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

_________________________ __________________________
Date Employee Signature

It is my judgment, based upon adopted criteria, that this employee’s overall performance has been

_________________________ During the evaluation period covered in this report.

(satisfactory, unsatisfactory)

_________________________ __________________________
Date Supervisor Signature

56
CEA and the District shall appoint a joint committee with 4 members appointed by the Association and 4 members appointed by the District to review and draft revised contract language contained in the Co-Curricular section of the collective bargaining agreement. We encourage this committee to host an open-forum to solicit input from existing sponsors and/or certificated who are offering after-school offerings. This committee shall complete its work no later than December 31, 2014, to be presented to the CEA President and the District for consideration. Any recommendations for contractual improvements shall receive retroactive pay to September 1, 2014 upon ratification. Any recommendations for contractual additions shall receive pay prospectively upon ratification.

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%**
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%*
Leadership Class 3%
Science Olympiad 8%
Earth Club 1.5%
Robotics 3%

* 3% when coupled with a regular class
6% if there is not a regular class
** 3% when coupled with a regular class

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 2.5 days
Foreign Language 2.5 days
Health Fitness 5 days
Special Education 5 days

MIDDLE SCHOOL
- Middle School – Miscellaneous
- Newspaper 3%
- Knowledge Bowl 5%
- Science Olympiad 5%
- Vocal Music 6-8 5%
  - Three (3) All Vocal Group Concerts
  - One musical with evening showings
  - Regional festival
- Drama (per season) 8%
- Career Coordinator 3%
- Year Book 6%
- National Jr. Honor Society 2%
- Instrumental Music 6-8 5%
  - Three to four evening Concerts
- Leadership 3%
• Builder’s Club 3%
• Robotics 3%

**ELEMENTARY SCHOOL**
Instrumental Music 5-6 3%
  o Three (3) evening concerts
Elementary Music 2%
  o One extracurricular music experience (ex. choir, ensemble, Orff, etc. outside the regular day—once a week—30 minute minimum)
  o Three concerts per year
  o 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%

**DISTRICT**
Science Kit Coordinator 11%

L. Extended Day Contracts

Psychologist 10 days
Counselors 7 days
Teacher Librarian 5 days
TOSA 10 days
Vocational Ed* Varies-dependent on activities and funding received

*this will be discussed as part of the Co-curricular task force
F. 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:

MUTUALLY AGREED UPON REMEDY:

Plan of action will be initiated within 5 school days
Certified Employee Professional Fund Allocation

60
G. PROFESSIONAL FUND ALLOCATION

NAME__________________________________________Date________________________________

Building/Site ____________________________________Position______________________________

All certificated full-time employees shall receive a $900 Professional Fund Allocation (PFA) for each school year. Part-time employees shall receive this allocation on a pro-rata basis.

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

________ I accept the PFA. I understand that this compensation is subject to applicable taxes through the payroll process, and I will receive this compensation in my December pay.

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

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

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

Staff Signature___________________________________ Date_____________________________

Administrator Signature ____________________________Date_____________________________

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