

COLLECTIVE BARGAINING AGREEMENT

between

CAMAS SCHOOL DISTRICT NO. 117

and the

CAMAS EDUCATION ASSOCIATION

2023-2025



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ARTICLE I. ADMINISTRATION OF THE CONTRACT

Section 1.01 Recognition

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

Section 1.02 Management Rights

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

Section 1.03 Status of Agreement

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

Section 1.04 Individual Contract Compliance

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

Section 1.05 Labor Management Relations

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

Section 1.06 Conformity to Law

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

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

Section 1.07 Distribution

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

Section 1.08 Subcontracting

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

Section 1.09 Maintenance of Standards

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

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

Section 1.10 Contract Waiver Procedure

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

ARTICLE II. BUSINESS

Section 2.01 List of Payroll Deductions

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

Section 2.02 Payment Procedure

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

Section 2.03 Salary Determination

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

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

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

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

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

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

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

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

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

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

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

advancement until completion of a Plan II program.

Section 2.04 Substitute Compensation

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

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

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

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

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

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

Section 2.05 Dues Deductions

~~Section 2.04 Dues Deductions~~

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

- C. The deductions authorized above shall be made in twelve (12) payments, one from each paycheck beginning with the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before August shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is employed. Less than full time employees shall have deducted each month that amount based upon the number of hours worked and shown on the prorated hourly schedule. The Board agrees promptly to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made.
- D. In the event that an incorrect amount of funds is withheld by payroll deduction, the Association treasurer will work in concert with the District payroll department to correct any errors.
- E. Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the Association as they see fit. Neither party shall exert any pressure on, or discriminate against any employee as regards such matters.
 - 1. Membership Deductions: Within ten (10) days of their commencement of employment, employees may sign and deliver to Human Resources a Washington Education Association membership enrollment form which shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Washington Education Association, signed by the employee. Each month during the school year, the Association agrees to provide the Board with the names of those teachers who have joined the Association and paid its dues and assessments by cash.

Section 2.06 Association Rights

~~Section 2.05 Association Rights~~

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

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

Section 2.07 Extended Work

~~Section 2.06 Extended Work~~

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

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

Section 2.08 Personal Work, Voluntary Workshop Days, and TRI

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

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

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

Section 2.09 Classroom Closeout Procedures

~~Section 2.08 Classroom Closeout Procedures~~

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

Section 2.10 Calendar

~~Section 2.09 Calendar~~

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

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

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

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

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

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

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

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

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

ARTICLE III. PERSONNEL

Section 3.01 Individual Employee's Contract

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

Section 3.02 Copies of Contract

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

Section 3.03 Length of Contract

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

Section 3.04 Workday

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

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

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

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

Section 3.05 Provisions for Job Sharing, Part Time Employees

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

B. Position Determination:

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

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

C. Employee Procedure

1. The District will provide to the employee a check list of potential adverse effects from job sharing or otherwise accepting a part-time position, and the employee will indicate acceptance of those limitations by initialing each area.
2. The District will provide the employees *A Beginning the Year Checklist* requiring each job share employee to reach consensus on the procedures and responsibilities for each item on the checklist.
3. An individual's advancement on the salary schedule steps may be at least biannual and often more years apart depending on the proportion of teaching performed.²
4. Eligibility for retirement credit may be limited or nonexistent during those years pursuant to state teachers' retirement system provisions.
5. An individual's "continuing contract rights" for the following year are in direct proportion to the days actually worked during that year. The District is not legally bound to reinstate the individual into a full-time position. Reinstatement to a full-time position will be at the District's convenience.
6. An individual may be required to return to full-time employment at any time for "urgent needs" of the District, i.e., student enrollment change, space situations, etc.
7. Individuals proposing to enter into a job sharing arrangement will prepare a signed written agreement. It will stipulate how each individual will handle each and all of the duties and responsibilities of the position being divided. These will include, but not be limited to, the following: attendance at building and District staff meetings, back to

school night for parents, student supervision duties, both during school hours and evening student body activities, individual parent conferencing, equipment inventory and similar kinds of activities normal to those of a full-time teacher as may be identified by the building administrator. Each part-time employee will develop a schedule with their administrator each quarter/ trimester/ semester which delineates meetings and activities the employee is contracted to attend. Meetings and activity attendance shall correspond proportionally to an employee's FTE. After reviewing the proposed plan, the building administrator will sign and comment in writing their approval or disapproval. The plan will be presented to the superintendent for final approval/disapproval.

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

D. Compensation – Computations

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

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

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

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

Section 3.06 Special Education

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

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

B. Acronyms:

SLP = Speech Language Pathologist

OT = Occupational Therapist

PT = Physical Therapist

ISEL= Integrated Social Emotional Learning

ICP= Integrated Communications Program

IAP= Integrated Academic Program

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

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

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

L. Staffing Class-Size and paraprofessional support:

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

Table 3.06a

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

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

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

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

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

Table 3.06c

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

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

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

Two students = 16.7% of Target Caseload

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

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

r. ~~Acronyms:~~

SLP = Speech Language Pathologist

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

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

O. SPED Training and Supplemental Days:

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

Section 3.07 Inclusion and Co-Teaching

A. Balance / Support in Classrooms

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

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

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

B. Support for Students in General Education Classrooms

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

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

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

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

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

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

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

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

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

- ~~2. Employees may opt to meet outside of the regular workday, in lieu of a substitute, and submit a certificated time card for compensation for the requisite time. This time may be reported in one hour increments, up to a maximum of four hours for each co-taught class. Every effort shall be made to provide common planning periods to allow for collaboration between the general education and special education teachers who co-teach.~~

- D. Training on how to teach students with learning differences by differentiating teacher representation of content and student expression of knowledge in order to facilitate student engagement and learning shall be made available to all general education teachers. Such training shall be offered during professional development days or at other mutually agreed.

Section 3.08 Early Release for Elementary Students

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

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

Section 3.09 Evening Community/Parent Events

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

Section 3.10 SEBB and Fringe Benefits

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

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

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

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

Section 3.11 Sick Leave

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

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

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

F. Family Medical Leave Act (FMLA)

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

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

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

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

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

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

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

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

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

Section 3.12 Leave of Absence

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

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

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

Section 3.13 Leave for Reasons Other than Illness

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

D. Personal Leave -

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

leave will automatically roll over to the next year up to the maximum allowed.

- E. Parental Leave: Three (3) days of Parental Leave at full pay shall be allowed to be utilized for the birth of a child. Parental Leave may be used by either fathers or mothers.
- F. Adoption Leave: Eight (8) non-accumulative days of leave with full pay shall be allowed either parent or both for the adoption of a child. Two (2) additional days may be allowed provided the employee pays for the substitute.
- G. Pregnancy Disability Leave and Parental Bonding:

Definitions:

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

will be made to the Superintendent/Designee. Such leave is restricted to leave on those days of required service as a public official that are not discretionary for the individual educator to schedule after school hours or on a non-school day and the request has been submitted in a timely manner. For this leave the employee must pay substitute costs to the District.

Section 3.14 Association Leave

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

parent/guardian, colleague, administrator or patron), the exact frequency and number of complaints, and whether the complaints were communicated verbally or in writing.

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

Section 3.18 Assignments, Transfers and Hiring Procedures

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

3. Restroom and water access within proximity
 4. Security features comparable to the main building
 5. Crisis materials responsive to remote location and comparable to main building
- B. Administrators from each site shall work with staff to coordinate basic necessities.
- C. During extended breaks, temperature sensitive supplies can be moved to the main building. Large and or heavy objects, upon employee request, will be moved by maintenance/custodial staff into the building.
- D. Assignment to portables will follow an equitable rotation. Such moves shall be eligible for in-building movement pay pursuant to Article III. Section. 3.18, 4.

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

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

