



MEMORANDUM OF UNDERSTANDING
BETWEEN
VANCOUVER SCHOOL DISTRICT NO. 37
AND
VANCOUVER EDUCATION ASSOCIATION
REGARDING
CALENDAR WAIVER IMPACTS

Whereas both parties agree that the District calendar waiver with OSPI has impacted various sections of the Comprehensive Professional Agreement, it is therefore agreed that the following terms and conditions will apply for the 2023-24 school year and is not precedent setting.

10.2B Snow make-up guidelines: The make-up days for snow closure will be provided in the calendar to be adopted each year for the succeeding year, normally prior to March 15. Five (5) days will be scheduled for weather or emergency make-up days when the calendar is adopted. The priority sequence of the scheduled days shall be January, March, April, and June. A snow make-up day shall not be utilized when a snow day occurs within five (5) school days prior. The January date will only be used should an inclement weather closure occur prior to the first Monday following winter break. Any inclement weather closure following this date will move to the next date in sequence.

Student non-attendance days (snow make-up days):

In the event the two (2) scheduled student non-attendance days in March and April are not needed for their intended purpose (snow/inclement weather make up days), these days shall be utilized as educator-directed or building-directed workdays, as outlined below.

- i. The first snow-make up day shall be utilized as educator-directed work time. This time may be completed on-site or off-site, as determined by the educator.
- ii. The second snow-make up day shall be utilized as building-directed work time, in consultation with the building SBLT, or job-alike groups for educators not assigned to a single building. Educators will report to the building at their regularly scheduled reporting time and will be released no later than the end of the regular student contact day. An absence for this day shall be entered into the absence management system and deducted from an employee's personal or illness/injury/emergency leave balance.

10.3C Midyear-TRI Day: One (1) non-student attendance TRI day separating the first semester from the second semester will be designated for educators to complete Enrichment-TRI-related responsibilities. Responsibilities for secondary educators may include preparing their room(s) and plans for the next semester and finalizing student work evaluations from the first semester. Every reasonable effort will be made to schedule the day on a Friday or



a Monday, course hour requirements permitting. This will be one of the snow make-up days as outlined in Article 10.2B. In the event of snow make-up, all educators (PK-12) will report to work as regularly scheduled. Secondary educators will determine when to complete intended work from the midyear TRI day outside of normal duty time.

10.3G Last student attendance day: The last student attendance day should be scheduled as early in June as possible. Two (2) days will be routinely scheduled for snow make-up days at the end of the year when the calendar is adopted. These will be designated snow make-up days. The priority sequence of the scheduled snow make-up days shall be January, March, April, and June, as outlined in Article 10.2B. Any days required beyond those identified in this article will be further added at the end of the school year but should not extend the school year past the Juneteenth (June 19) holiday. In the event the school year must be extended past the Juneteenth holiday, the District will apply for an additional waiver from OSPI.

11.12C Job share defined: A job share and a part-time position are both considered fractionalized. The difference in the two (2) positions is that job shares involve two (2) persons for one (1) full-time position. A part-time position does not involve another employee in fulfilling the duties and obligations of the position. Job share teachers teach at different times of the school day or calendar days and have responsibility for the same students. Employees who are eligible for job sharing must:

- i. Having continuing contract status
- ii. Currently be in the same building or have expressed an interest on the PIR for consideration in a proposed job share position
- iii. Employee orientation

The District will provide to the employee a checklist of potential adverse effects from job sharing or otherwise accepting a part-time position and the employee willingly accepts those limitations by initialing each area:

(sections a-e as currently written)

f. Snow make-up days:

- i. Should a snow-day cancellation occur on a job share or part-time employee's regularly scheduled workday, they should report to work on the scheduled snow make-up day to fulfill their contracted time.
- ii. If a snow-day occurs on a job share or part-time employee's regularly scheduled day off, they shall be excused from attending the March or April snow make-up, student non-attendance day (as outlined in 10.2B). If they choose to attend the second of these days, they shall be paid for the additional eight (8) hours of work at their individual per diem rate of pay.

Article 11.21 Individual per diem defined – 180 Days: The basic contract term of service for all certificated staff is one hundred eighty (180) days as specified in the adopted school



calendar. The student non-attendance days scheduled for snow make up days in March and April shall fulfill two (2) of the days in the basic contract year count of one hundred eighty (180) days. In the event the days are needed for snow make-up and become student attendance days, educators shall be held harmless, and the contract days will be considered whole at one hundred eighty (180) days. Payroll computations for paying for days of service or making deductions will be related to that term of service as the individual "per diem" rate for a certificated staff member. Certificated staff employed after the beginning date of the school year to complete the school year will be paid at their individual per diem rate on the salary schedule for days actually worked. Services provided outside of the Basic Education Act work year and day will be paid as provided in Article 13.5.

FOR THE DISTRICT:



Jeff Snell, Ed.D. Superintendent

12/8/23

Date




Jeff Fish, Executive Director of Human Resources

12/8/23

Date

FOR THE ASSOCIATION:



Graham Picklesimer, Executive Director

12/8/23

Date



Jamie Anderson, President

12/8/2023

Date