COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VANCOUVER EDUCATION ASSOCIATION

AND

VANCOUVER SCHOOL DISTRICT NO. 37

September 1, 2024 – August 31, 2027

Comprehensive Professional Agreement
Between
Vancouver School District No. 37
And
Vancouver Education Association

This agreement is made and entered into by and between the Board of Directors and the Vancouver School District No. 37, County of Clark, Vancouver, Washington, and the Vancouver Education Association, and includes all of the following articles and provisions.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives this 12th day of November, 2024.

All provisions of this Agreement will be in full force and effect beginning September 1, 2024, to and including August 31, 2027.

Witnesseth:

Vancouver School District No. 37

Kyle Sproul
President of the Board of Directors

Jeff Snell, Ed D. Superintendent
Secretary to the Board of Directors

Vancouver Education Association

Graham Picklesimer
Executive Director, VEA

Jamie Anderson
President, VEA

CONTENTS

Preamble 1
Chapter 1 General Provisions of Agreement 2
Article 1.1 Definitions 2
Article 1.2 Association representation recognition 3
Article 1.3 Association representation parameters 3
Article 1.4 Duration: 3
Article 1.5 Alterations of provisions during course of Agreement 4
Article 1.6 Agreement limited to recognized bargaining agent 4
Article 1.7 Personal service contracts to conform with the Comprehensive Agreement 4
Article 1.8 Preeminence 4
Article 1.9 Conformity to law "savings" provisions 4
Article 1.10 Printing and distribution of agreement 5
Article 1.11 Regular channel of Association – Administration consultation and communication 5
Chapter 2 Management Rights, Prerogatives, and Responsibilities 7
Article 2.1 Rights abridged only via negotiations 7
Article 2.2 Illustration of management rights 7
Article 2.3 Board's delegation of responsibility and authority 7
Article 2.4 Review of administrative decisions and rights allowed 7
Chapter 3 Association Rights, Prerogatives, and Responsibilities 8
Article 3.1 Association rights 8
Article 3.2 Association membership and provisions 10
Article 3.3 Association dues and miscellaneous payroll deductions 10
Article 3.4 Association proposals for the local special levy 10
Chapter 4 Procedures of Communications and Negotiations 11
Article 4.1 Negotiation of a Successor Collective Bargaining Agreement 11
Article 4.2 Requests for meetings 11
Article 4.3 Association and Board administrative representation 11
Article 4.4 Meeting procedures both levels 11
Article 4.5 Sessions closed 12
Article 4.6 Defined procedures for appealing negotiation impasse 12
Chapter 5 Grievance Processing Procedures 13
Article 5.1 Purpose and limits of use of grievance procedure 13
Article 5.2 Adjustment of complaints outside the negotiated grievance procedure 13
Article 5.3 Definitions 13
Article 5.4 Timeline to initiate a formal grievance 13
Article 5.5 Step 1 13
Article 5.6 Step 2 14
Article 5.7 Step 3 14
Article 5.8 Information rights 15
Article 5.9 No reprisals 15
Article 5.10 Released time 15
Article 5.11 Filing of grievance documents 15
Article 5.12 Time Limits 15
Article 5.13 Association representation at complaint adjustment and grievance hearing 16
Article 5.14 Issue/rights appeals 16
Article 5.15 Grievance forms 16

Chapter 6 Leaves 17
Article 6.1 General purposes of leaves and provisions 17
Article 6.2 Employee illness, injury, and emergency leave 18
Article 6.3 Bereavement leave – Short-term – Compensated 20
Article 6.4 Jury duty leave – Compensated 21
Article 6.5 Subpoena leave – Compensated 21
Article 6.6 Adoption leave – Compensated 21
Article 6.7 Military leave 22
Article 6.8 Religious observance days – Compensated 22
Article 6.9 Educational leave – short-term – Compensated 22
Article 6.10 Personal leave day – Compensated 23
Article 6.11 Uncompensated leaves: Short-term and long-term 24
Article 6.12 District budget crisis leave – Uncompensated (see Chapter 14) 26
Chapter 7 Professional Placement 29
Article 7.1 Definitions 29
Article 7.2 Position classification 31
Article 7.3 Posting open positions 31
Article 7.4 Building and program procedures for staff deployment 31
Article 7.5 District Placement procedures for rebalanced pool 35
Article 7.6 Timeline for filling openings 36
Article 7.7 Special situation requirements 36
Article 7.8 Job-share positions 36
Article 7.9 Teacher on Special Assignment (TOSA) 37
Article 7.10 Promotional positions 38
Article 7.11 Teacher exchange 38
Article 7.12 District Directed Relocation of Employees 38
Chapter 8 Evaluation of the Professional Performance of Certificated Staff 40
Article 8.1 Annual systematic evaluations 40
Article 8.2 Principles and Purposes 40
Article 8.3 Evaluation Frameworks and Forms 40
Article 8.4 Training and Timelines for the Evaluation process as a year long cycle 41
Article 8.5 Student Growth Goal Process 44
Article 8.6 Observation Notes and Reporting 45
Article 8.7 Provisional educators moving to continuing contracts after the second year of provisional status 46
Article 8.8 Probation 46
Article 8.9 Non Renewal 47
Article 8.10 Annual review of supporting evaluation documents 47
Article 8.11 Grievance, Dispute, Review and Representation 48
Chapter 9 Employee Rights, Prerogatives, and Responsibilities 49
Article 9.1 The right to personal freedom 49
Article 9.2 Full citizenship rights 49
Article 9.3 The right to academic freedom and controversial issues 49
Article 9.4 Unauthorized surveillance prohibited 50
Article 9.5 Public expression 50
Article 9.6 Freedom of Association for purposes of employee-employer relations 50
Article 9.7 Equitable Treatment 50
Article 9.8 Administrative discipline procedures 50
Article 9.9 Right of knowledge and access to personnel files, materials, and information 52

Article 9.10 Right of counsel in making file reviews 52
Article 9.11 Usual minimum contents of personnel file 52
Article 9.12 Derogatory materials in personnel file 53
Article 9.13 Mutual respect and courtesy 53
Article 9.14 Suspected criminal activity 53
Article 9.15 Resignations 54
Chapter 10 General Conditions of Employment 55
Article 10.1 Calendar of service days 55
Article 10.2 Emergency adjustment of calendar for weather and make-up days 55
Article 10.3 Calendar of service days 55
Article 10.4 General provisions applicable to all certificated employees 56
Article 10.5 Specific provisions for employees assigned to elementary schools 60
Article 10.6 Specific provisions for employees assigned to secondary schools 61
Article 10.7 Specific Provisions for Employees in alternative programs 62
Article 10.8 Specific Provisions for Itinerant Employees 63
Article 10.9 Specific Provisions for Teacher Librarians 63
Article 10.10 Specific Provisions for Visual and Performing Arts (VaPa) teachers 64
Article 10.11 Specific Provisions for Specialists (including LAP teachers and Coaches) 64
Article 10.12 Specific Provisions for Special Educators 64
Article 10.13 Specific provisions for Education Staff Associates 70
Article 10.14 Teacher on Special Assignment (TOSA) 73
Article 10.15 Dean of Students (Dean) 73
Article 10.16 Responsibilities of all classroom teachers during and after school 73
Article 10.17 Traveling employees 74
Article 10.18 Alleviate floating teacher problems 75
Article 10.19 Paraprofessionals 75
Article 10.20 Requests for instructional equipment 75
Article 10.21 Safe and supportive learning environment 76
Article 10.22 Classroom visitors 77
Article 10.23 Student grades – Performance 78
Article 10.24 Substitute teacher services 78
Article 10.25 Information provided 78
Chapter 11 Professional Compensation, Economic Benefits, and Security 79
Article 11.1 Individual contracts 79
Article 11.2 Equitable application of placement provisions 80
Article 11.3 Salary schedules – Information 80
Article 11.4 General provisions for clock hours and course work placement on salary schedule 80
Article 11.5 Vocational education teacher placement 81
Article 11.6 Education staff associate (ESA) certification and placement 82
Article 11.7 Course work evaluation for transfers into District for salary schedule placement 82
Article 11.8 Salary schedule experience credit 82
Article 11.9 Washington experience 83
Article 11.10 Out-of-state experience 83
Article 11.11 Military experience 83
Article 11.12 Provisions for job sharing – Part-time 83
Article 11.13 Vocational experience credit 84
Article 11.14 Quarter unit measure 84
Article 11.15 Prior approval for undergraduate or randomly selected courses 84

Article 11.16 Initial salary schedule placement....84
Article 11.17 Immediate supervisor's assessment of value....85
Article 11.18 Application forms and dates – Application deadline....85
Article 11.19 Salary deadline information....85
Article 11.20 Days of service and payment timeline....85
Article 11.21 Individual per diem defined – 180 Days....86
Article 11.22 Replacement for leave....86
Article 11.23 Reimbursement of authorized expenses incurred....87
Article 11.24 Mileage rate authorization procedure....88
Article 11.25 Other expenses....88
Article 11.26 Insurance and employee protection....88
Article 11.27 Payroll deduction(s)....92
Article 11.28 Statutory payroll deductions....92
Article 11.29 Voluntary payroll deductions....92
Article 11.30 Basic Contract – Days of service....93

Chapter 12 TRI and Professional Development Activities....94
Article 12.1 TRI Concept....94
Article 12.2 TRI Part A – Additional professional responsibilities....94
Article 12.3 TRI Activities – Time and Location....95
Article 12.4 TRI/State mandated Professional Learning (PL) Days....95
Article 12.5 Enrichment TRI consideration for employees who are part-time and/or on leave....96
Article 12.6 Professional development program....96
Article 12.7 Individual professional development funds – Appendix E....96
Article 12.8 Courses/Seminars applicable to extended day activities....97
Article 12.9 General provisions....97
Article 12.10 Basic understanding....98
Article 12.11 Individual professional development funds....98
Article 12.12 District and Building-Based Mentorship....101
Article 12.13 Mandatory training outside the contracted work-year....101
Article 12.14 Professional development program review....102
Article 12.15 Retraining....102
Article 12.16 Professional Learning Communities and Early Release Days....102

Chapter 13 Special Assignments under Supplemental Contracts....105
Article 13.1 Non-compensated basic responsibility for student activities....105
Article 13.2 Supplemental contracts required....105
Article 13.3 Supplemental contracts issued for special assignments and activities....105
Article 13.4 Consideration in determining compensation for special assignments....106
Article 13.5 Rates of compensation for services provided through a supplemental contract....106
Article 13.6 Placement on special assignments salary schedule....107
Article 13.7 General supervision of extended programs and personnel – Building administrator's responsibilities....107
Article 13.8 General provisions of supplementary contract – Term....107
Article 13.9 Extended season compensation and off-site expenses....108

Chapter 14 Layoff, Leave, and Recall Procedures....109
Article 14.1 General....109
Article 14.2 District's responsibility....109
Article 14.3 Board's responsibility....110
Article 14.4 Precipitating conditions:....110
Article 14.5 Reduction of expenditures....110

Article 14.6 Procedure for identifying and notifying employees impacted by a reduction in force 110
Article 14.7 Notification of potentially affected employees 111
Article 14.8 Criteria and order of selection of employees to be retained or recalled to vacancies 111
Article 14.9 Institution of layoff and recall procedure 112
Article 14.10 Notification of separation 113
Article 14.11 Options for individuals receiving notice of separation because of layoff procedure 113
Article 14.12 District budget crisis leave 113
Chapter 15 Site-Based Leadership Team 114
Article 15.1 Philosophy – 3 main elements 114
Article 15.2 Discussion of topics 114
Article 15.3 SBLT open to all members 114
Article 15.4 SBLT co-chairs 114
Article 15.5 Agendas and minutes 114
Article 15.6 Use of TRI funds 115
Article 15.7 Budget Oversight Committee 115
Appendix A – Certificated Employee Basic Contract 116
Appendix B – 2024-2025 District Calendar 117
Appendix C – 2024-2025 Base Pay and TRI Schedule 118
Appendix D – Certificated Employee TRI Supplemental Contract 119
Appendix E – Extended Year Days and Equivalent Hours 120
Appendix F – Long-Term Replacement Substitute Enrichment TRI Reconciliation 123
Appendix G – Approved TSA-403(b) Vendors 124
Appendix H – Safety Audit Review Form 125
Appendix I – Alternative Dispute Resolution Process for VSD and VEA 126
Appendix J – General Education Overload Resolution Forms 130
Appendix K – Special Services & ESA Overload Resolution Forms 133
Appendix L – Certificated Employee Special Project Proposal 135
Appendix M – Grievance Forms 136

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Vancouver School District is their mutual aim and that the character of such education depends upon the quality and morale of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards and outcomes, and

WHEREAS, the Association recognizes that the Board of Directors holds the responsibility for carrying out the federal laws and court decisions, the provisions of the Washington constitution, the laws of the state legislature, and the rules and regulations of the state board of education, and has been selected by the electorate of the community to provide public, common school education for the District, and

WHEREAS, the Board has an obligation, pursuant to RCW 41.59, the Educational Employment Relations Act, to negotiate with the Association as the representative of employees hereinafter designated, and

WHEREAS, the parties' shared goals include developing and sustaining a culture of belonging, safety, opportunity, and educational equity for all students; addressing factors that contribute to educational inequity and disparate outcomes; preparing each student to thrive in a racially and culturally diverse local, national, and global community; cultivating a school district where educational outcomes are not predetermined by race, ethnicity, family economics, mobility, language, family status, gender, sexual orientation, gender identity, disability, religion, or initial proficiencies; embracing a concept of educational equity that goes beyond formal equality where every student is treated the same, to fostering an educational environment where every student is supported and has an opportunity to benefit equally; and attracting and retaining a diverse and skilled workforce that reflects the student population of Vancouver School District; and

WHEREAS, the parties believe in the importance of being a student-centered community to increase family and community trust, connection, and partnership to ensure each student can thrive in their educational journey, and of consequential partnerships with families and communities to determine and deliver needed access, resources, and support for students of Vancouver School District, and

WHEREAS, the parties seek to develop and sustain high functioning professional learning communities and teaming structures that focus on measuring and increasing student learning as their fundamental purpose and collective responsibility; using evidence of student learning to identify the practices that are working and discontinue those that are not; providing culturally responsive, rigorous, and scaffolded curriculum and instruction that allows each student to develop confidence, understanding, and agency in the classroom and beyond; and

WHEREAS, simply increasing the achievement of all students will not in and of itself eliminate academic disproportionality and opportunity gaps; the empowerment of the employees of Vancouver School District to whom the responsibility of student learning is entrusted will support improved educational outcomes and efforts to eliminate systemic racism; and

WHEREAS, to bring about the strategic goals and the culture of genuine success that the District and Association envision, the parties have reached certain understandings which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

CHAPTER 1 GENERAL PROVISIONS OF AGREEMENT

Article 1.1 Definitions

Unless the context in which they are used clearly requires otherwise when used hereafter:

1.1A. **Association:** The term "Association" means the Vancouver Education Association.

1.1B. **Board:** The term "Board" refers to the elected Board of Directors of the Vancouver School District No. 37.

1.1C. **District:** The term "District" means the Board as the employer or the administration to which the Board delegates responsibilities as the employer.

1.1D. **Superintendent:** The term "Superintendent" refers to the chief administrative officer of the District.

1.1E. **Commission:** The term "Commission" means the Washington Public Employee Relations Commission.

1.1F. **Collective bargaining:** The term "collective bargaining" or "bargaining" means the performance of the mutual obligation of the representatives of the District and the Association to meet at reasonable times in light of the time limitations of the budget-making process, and to bargain in good faith in an effort to reach agreement with respect to the wages, hours, terms, and conditions of employment.

1.1G. **Certificated employee terms:** The term "educator," "certificated employee," "teacher," or "employee" shall refer to all certificated employees represented in the bargaining unit.

1.1H. "Days" shall mean workdays in the official calendar for certificated staff unless otherwise designated.

1.1I. "Agreement" means this agreement signed between the Board and the Association.

1.1J. **Employee contract:** "Employee contract" shall refer to the Certificated Employee – Basic Contract signed between an individual certificated employee and the District.

1.1K. **Gender – Number:** Words in this Agreement shall not denote gender; instead, a gender neutral "their" shall apply; and words denoting numbers shall include both the singular and plural.

1.1L. **Superintendent designee:** Each year the Superintendent will inform the Association in writing of the name of the individual they have designated to serve as chief District negotiator responsible for agreement administration and District-Association liaison discussions. (Article 1.11)

1.1M. **Hourly rate(s):** Shall refer to the employees' hourly per diem rate based on their base salary placement for participating in or providing professional development, completing Extended Year Days/Hours, and/or completing supplemental work.

1.1N. **Letter/Memorandum of Agreement/Understanding:** A Letter/Memorandum of Agreement (LOA/MOA) and a Letter/Memorandum of Understanding (LOU/MOU) memorialize agreement between the District and Association on a new provision in the CBA and/or a clarification/interpretation of an existing provision in the CBA, respectively. Both a LOA/MOA and a LOU/MOU carry the full weight and force of the Collective Bargaining Agreement (CBA) for the duration of the CBA. Only the District and Association may enter into and sign a LOA/MOA or LOU/MOU. LOAs/MOAs and LOUs/MOUs expire concurrent with the expiration of the CBA unless renewed with or without modification for a new contract period.

Article 1.2 Association representation recognition

The District recognizes the Association, pursuant to RCW 41.59, the Educational Employment Relations Act, as the exclusive negotiating representative of all non-supervisory certificated employees as provided herein. The District will not negotiate with any "employee organization" other than the Association representing the non-supervisory certificated employees.

Article 1.3 Association representation parameters

The Association will confine its representations in negotiations and grievances to matters pertaining to non-supervisory educational employees as provided for in RCW 41.59, and exclude those positions designated as confidential employees set forth in RCW 41.59.

1.3A. **Positions excluded from unit:** Positions that are designated as "confidential employees" or other certificated educational employees of the District specifically excluded from participation in a "collective bargaining unit" are the Superintendent, members of their administrative cabinet, and other administrative positions that involve assigned responsibility for the formulation and enforcement of labor relations policies and regulations and summative evaluation of non-supervisory personnel. (RCW 41.59)

1.3B. Principals, associate principals, and half-time teacher/half-time associate principal positions are excluded from this non-supervisory educational employee's unit. The bargaining unit includes those substitute teachers who work thirty (30) days in one year or twenty (20) consecutive days in one assignment and remain available to substitute (the "20/30-day rule").

Article 1.4 Duration

1.4A. All provisions of this agreement, including appendices, will be in full force and effect during the term of this contract, from September 1, 2024 to August 31, 2027.

1.4B. **Economic openers for distribution of exceptional legislative appropriated salary monies:** The District agrees that at any time during the lifetime of this contract should the legislature appropriate funds above its annual inflationary adjustments (currently referred to as 'IPD'), for the specific purpose of adjustments of certificated employee salaries and/or insurance program premiums/benefits, the District will meet in a timely manner with the Association to determine the full distribution of such funds among the members of the bargaining unit.

1.4C. **Openers:** Either party may notify the other of its intent to open a compensation reopener as a percentage increase to base salary and up to three discrete topics identified by Article(s) during the 2025-26 contract year—for the 2026-27 contract year by giving written notice to the other party by February 1, 2026.

1.4D. This Agreement incorporates the entire understanding of the parties and supersedes prior agreements.

1.4E. The provisions herein shall be incorporated into and considered part of the established resolutions, rules, policies, and/or procedures of the District and pursuant to RCW 41.59 the terms of the Agreement will prevail in any case of conflict of language.

1.4F. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement.

1.4G. The Agreement may not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

Article 1.5 Alterations of provisions during course of Agreement

It is recognized that circumstances change and situations develop that may warrant the immediate consideration for making changes in a particular provision(s) of the Agreement prior to the duration date provided in Article 1.4A. Dramatic changes in the economy of the nation or our region; dramatic changes in the economic status; fuel supply and similar essential factors affecting the operation of the schools and District; or other identified manifest problems of implementation of any of the provisions of the Agreement shall justify proposals by either the District or the Association for the purpose of proposing changes.

District-Association consultation meetings will be held without unreasonable delay on the request of either party to the other to discuss identified concerns which may result in the following:

1.5A. Additional chapters, articles, and sections may be added provided there is mutual agreement for making new inclusions.

1.5B. Segments may be deleted provided there is mutual agreement for such deletion.

1.5C. Segments may be amended provided there is mutual agreement for such amendment.

Article 1.6 Agreement limited to recognized bargaining agent

This Collective Bargaining Agreement contains understandings reached between the District and the Vancouver Education Association leadership for the employees they represent. If any other employee group shall win the right to represent all certificated employees as allowed by statute (RCW 41.59, the Educational Employment Relations Act), or through the merger of the Vancouver Education Association into an organization with a membership different from its present composition, then this Agreement shall be automatically canceled on the date the other group legally succeeds the Vancouver Education Association as the recognized representative of all the certificated staff. The rights granted herein to the Association shall not be granted or extended to any competing labor organization. The District will not merge with any multi-employer organization for purposes of collective bargaining.

Article 1.7 Personal service contracts to conform with the Comprehensive Agreement

The Certificated Employee - Basic Contract between the District and an individual certificated employee shall be subject to and consistent with the terms and conditions of this Agreement. The Basic Contract – Certificated Staff hereinafter executed shall be in the form provided in Appendix A: Basic Contract – Certificated Staff.

Article 1.8 Preeminence

Policies, rules, regulations, procedures, and practices of the District in effect on the effective date of this Agreement dealing with matters of wages, hours, and terms and conditions of employment, not in conflict with the provisions of this Agreement will remain in full force during the term of this Agreement, unless modified by mutual agreement of the parties. The District reserves the right to make, adopt, and implement other policies, rules, regulations, and procedures not in conflict with this Agreement.

Article 1.9 Conformity to law "savings" provisions

The parties agree to at all times conduct themselves in accordance with applicable state and federal laws and regulations. The provisions included in the Agreement are intended to be in addition to and consistent with the rights and responsibilities of the parties provided in the constitutions and statutes of the United States and the State of Washington. If any provision of this Agreement is held to be invalid by operation of law by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any such tribunal, the remainder of the Agreement shall not be affected

thereby, and upon the request of either the District or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the invalidated provision.

Article 1.10 Printing and distribution of agreement

Upon ratification, the District and the Association shall jointly revise the CBA. Within thirty (30) days of an agreed upon revision, the District shall post the revised CBA to the District's website. The District will make available a sufficient number of hard copies for distribution by the Association to the building representatives, board members, and key association staff. The cost of maintaining the website copy and of reproducing hard copies of the CBA shall be borne by the District.

Article 1.11 Regular channel of Association – Administration consultation and communication

1.11A. **Day-to-day liaison function:** The superintendent/designee for the District and the executive director for the Association are assigned the responsibility for liaison discussion and input between their respective organizations. Furthermore, the superintendent/designee and the executive director will continue procedures to provide for input and information between the two organizations, discussions on any topic of concern to either organization, and/or investigation of problems or concerns to either organization. The superintendent/designee and the executive director will use their best endeavors to provide and promote a positive and harmonious atmosphere between the District and the Association. Nothing in these provisions shall limit the executive director or VEA president from exercising full citizenship rights in communicating with principals and District administrators in the resolution of member concerns or in the inquiry regarding policies, practices, and procedures at that site. This shall also include the right to conduct investigations relative to allegations from internal and/or external sources regarding a member of the Association.

1.11B. **Periodic meetings between the VEA executive board and the superintendent:** The superintendent and executive board will meet periodically through the year at the request of either party at mutually convenient times to discuss matters of concern to either party.

1.11C. **Orientation meetings of building principals and faculty representatives**: The District and the Association will periodically, at the request of either party, schedule a joint meeting of building principals and Association faculty representatives to discuss the proper interpretation and implementation of specific provisions of the Agreement. The contract orientation meetings will be jointly chaired by a representative of the District and a representative of the Association.

1.11D. Building principals and faculty representatives:

i. The Association faculty representative shall meet with individual school principals periodically at mutually arrived times to discuss the administration of this Agreement as it relates to that particular school and other matters of concern to either party, provided that neither the principal nor the Association's representative have the authority to reach any decision which changes this Agreement.

ii. If the building principal and a majority of the teachers in a building approve, the faculty representative shall not be assigned extra duties (see Article 13.3B.ii).

1.11E. The District and Association leadership will meet annually to review major District initiatives over a three-year horizon, in an effort to create increased collaboration, coherency, and buy-in of the shared work. Specifically, the meeting shall provide participants with an opportunity to become knowledgeable of known and possible future initiatives and to provide meaningful early input into

planning and implementation strategies concerning new initiatives. In subsequent years, the meeting shall be both prospective and retrospective relative to major initiatives.

1.11F. Labor Management Meetings

The District and the Association will schedule regular labor-management meetings during the school year for one hour and thirty minutes for the purpose of collaborative communication, information sharing and proactive planning for common issues and concerns. Changes to the labor-management meeting schedule are by mutual agreement. Both parties will endeavor to provide agenda items to each other no later than three (3) workdays prior to a scheduled meeting. The parties may mutually agree to make joint recommendations to the Superintendent and/or School Board. In addition to the list of attendees, either party, with timely notice to the other party prior to a meeting, may include ad hoc participants relative to issues under discussion. Either party is at liberty to share and report on the outcome of deliberations to its respective stakeholders.

i. Meetings will include the following attendees:

   a. For the Association: the association president, association executive director, and at least two Association-selected members from the Association's Executive Board and/or Representative Council. Association representatives will be provided release time or supplemental contract pay at the per diem rate for any portion of the meeting occurring outside the contract day.

   b. For the District the Executive Director of Human Resources, a Special Services Administrator, the chief Financial/Operations Officer, and at least two (2) of the four (4) Executive Directors of Schools and Learning and other relevant administrators as necessary to address specific agenda items.

CHAPTER 2 MANAGEMENT RIGHTS, PREROGATIVES, AND RESPONSIBILITIES

Article 2.1 Rights abridged only via negotiations

It is the intention of the parties hereto that all rights, powers, prerogatives, duties, and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board, except for those which are specifically set forth in the Agreement, and such abridgments and modifications are to be strictly construed.

Article 2.2 Illustration of management rights

When not in conflict with any other provision of law and this Agreement, such inherent management rights shall include, by the way of illustration but not by limitation, the right of the Board and its designated administrative agents to:

2.2A. Manage and control the District, its facilities and its operations, and direct the working forces and affairs of the District.

2.2B. Continue its rights and past practice of selection, assignment, training, and direction of work to all of its personnel; and hours of work and starting times, and the right to establish, modify, or change any work or business or school hours or days with the scheduling of the foregoing.

2.2C. Determine the services, supplies and their source, digital tools, equipment and its design; and determine the methods, schedules, and standards of performance; the means, methods, and processes in carrying out the operation of the schools.

2.2D. Determine the qualifications of employees, including appropriate and necessary physical condition requirements for specific positions.

2.2E. Determine the number, design, location and/or relocation of buildings, offices, and facilities, the layout and the equipment and technology, and the work areas.

2.2F. Adopt, put into effect, and enforce regulations relating to and not inconsistent with an adopted District policy or this Agreement.

Article 2.3 Board's delegation of responsibility and authority

The Board has charged the superintendent with the responsibility and the authority for the administration of the District, as directed by state statute and State Board of Education rules and regulations and, through them to administrative personnel. Administrative personnel shall be those persons assigned decision-making authority, such as the associate superintendent, administrators, principals, and other persons designated by the superintendent.

Article 2.4 Review of administrative decisions and rights allowed

The Association's recognition of these management rights does not preclude any employee from filing a grievance or seeking a review of the exercise of administrative decisions and application of these management rights.

CHAPTER 3 ASSOCIATION RIGHTS, PREROGATIVES, AND RESPONSIBILITIES

Article 3.1 Association rights

3.1A. Use of buildings and equipment

The Association and its designated representatives have the right to peaceful entry and use of District buildings and equipment at reasonable times in compliance with District procedures to transact Association business.

3.1B. Bulletin board use

The Association and its designated representatives have right to post notices of activities and matters of Association concerns on bulletin boards in the faculty lounge or, in the absence of a faculty lounge, a location of comparable visibility to certificated staff. The Association will not use the District's communications services to communicate information that addresses Association job actions such as work stoppage, work disruption, or strike activity.

3.1C. Use of District communication services:

The Association understands and agrees that Association communications sent and received using the District's email system or other means of electronic communication are subject to disclosure under the Public Records Act, RCW 42.56, and that to avoid such disclosure, the Association may provide for the use of an alternative email system for its represented employees.

i. The Association shall have the right to use District communication services (e.g., mail service, email, teacher mailboxes, etc.) to disseminate details of Association events or functions, information about the CBA, discussions of policy issues between Association and District officials, etc., in a factual, fair, and respectful manner. The Association will utilize the mailbox provided in the central office area to deliver and pick up communication materials.

ii. The Association will not use the District's communications services to communicate information that addresses Association job actions such as work stoppage, work disruption, or strike activity.

iii. The president and/or executive board shall be responsible and accountable for authorizing the distribution of materials in the District communication services. The Association will defend and hold the District harmless from any allegation or suit arising out of the Association's use of the District's communication services.

3.1D. District information availability

The Association shall be furnished with monthly and annual financial statements, preliminary and adopted budgets, financial reports, Board agendas, and supporting materials in a timely manner. Nothing herein shall require the central administrative staff to research and assemble information that has not been routinely prepared in the normal operation of the District.

The Association will furnish information pertinent to employer-employee relations topics as reasonably requested by the superintendent or the Board, provided that the Association determines, in its sole discretion, that disclosure of the information would not compromise its interests.

3.1E. Scheduling meetings

The Association and/or a faculty representative may schedule Association meetings at a building before and after the student attendance day provided the meeting does not conflict with other employee duties. The Association and/or faculty representative shall determine who may attend the meeting.

3.1F. Staff lists and directories

The District will provide the Association with information in the District's records for each bargaining unit employee in accordance with RCW 41.56.035 via an electronic system made available by the Washington Education Association (WEA). In addition, the District will concurrently provide the Association with a copy of the electronic file uploaded to said system.

3.1G. New Employee Orientation

i. The district will conduct an orientation for all new employees prior to the start of the school year. A second orientation for employees hired after the start of the school year will be conducted in October contingent on continued grant funding.

ii. The Association will have the right to include a packet of written materials in District orientation meeting packets.

iii. The Association shall be provided the opportunity to give a presentation for up to sixty (60) minutes at orientation. The agenda or format for this presentation shall be provided to the District prior to the orientation.

iv. The Association will be permitted to set up a table adjacent to the space where orientation presentations are given to disseminate information and engage with attendees at appropriate times.

3.1H. Released time

i. **Officer release:** The Association may designate up to one (1) FTE for release of the President or designee from regular duties for the duration of the school year to conduct Association business. The Association will reimburse the District for this released time at the rate of MA-0, Step 0, TRI and benefits. The portion of time required for release from assigned duties will be mutually determined annually and agreed to in writing by the parties based on the specific needs and circumstances of the District and Association. Every reasonable effort will be exerted by the District and the Association to work out specific arrangements early enough for a pending school to minimally inconvenience the Association officer and their immediate supervisor in the development of plans for covering their duties during the periods of absence.

ii. **Day-to-day released time for local/state/national Association business:** Requests by the Association for District staff members to be released from duties for a short period of time (normally not more than one week at a time), will be made in writing with at least five (5) working days' notice to both the educator's immediate supervisor and the superintendent/designee, specifying the purpose (including any district buildings to be accessed) and dates of requested release. Unless specified elsewhere in this Agreement or waived by the District, the Association shall reimburse the District at the daily rate of pay for a substitute for each day the employee is released, if a substitute is necessary. The district may deny requests that it reasonably determines would unduly interfere with its operations.

3.1I. Building access

i. The Association's President (or designee per Article 3.1H.i), Executive Director, and Administrative Assistant shall have access to all District buildings and to certificated employees during the work day at such times as will not interfere with their instructional responsibilities. Any of the aforementioned may, with prior agreement from the District, bring additional Association members into the building. The building principal shall have final approval of the schedule for the visit.

ii. Other Association agents and representatives (e.g., Association Executive Board members, faculty representatives, union members acting as Weingarten/grievance representatives) shall

have access to employees at any site outside of the student day as needed to carry out their responsibilities.

iii. Any other access to district buildings sought by the Association is subject to approval by the building principal or the superintendent/designee. All building visits will follow District procedures for entry, exit, and conduct during a visit.

Article 3.2 Association membership and provisions

Membership an individual choice: Pursuant to RCW 41.59, sections 7, 10, 11, and 15 (c): 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. Membership shall be annual and continuous until formal written revocation is provided. The District agrees to begin deductions for new employees at the first available payroll period after all required documents have been processed by the payroll department. The District shall not exert any pressure on or discriminate against any employee regarding such matters.

Article 3.3 Association dues and miscellaneous payroll deductions

3.3A. The District agrees to deduct from the salaries of educators who are members of the Association dues and assessments upon the Association providing written authorization forms executed by individual employees certifying the employee's voluntary decision to be a member and authorizing such payroll deductions. The dues deduction form and authorization shall remain in effect from year-to-year unless withdrawn in writing by the employee via the Association. Any deductions for political contributions subject to RCW 42.17A 495 will be separately authorized in writing by the employee on forms that comply with WAC 390-17-100 and be revocable by the employee at any time. The District will provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

3.3B. Unless otherwise required by Article 3.3A or law, the total for these deductions for each individual shall not be subject to change during a school year.

3.3C. The Association will indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deduction for the Association. The Association further agrees to refund to the District any amounts paid to it in error.

3.3D. The deductions authorized will be made monthly in twelve (12) approximately equal amounts.

3.3E. The District will remit monthly directly to the Association all monies deducted, accompanied by a list of educators from whom the deduction has been made.

3.3F. Each month during the school year, the Association will provide the District with the names of those educators who have joined the Association and paid dues and assessments by means other than through payroll deduction. No later than the payroll cutoff date for each month, the Association will provide the District with the names of those educators who have withdrawn their written authorization for membership and/or payroll deductions required by this Article 3.3.

Article 3.4 Association proposals for the local special levy

The Association has the right to present, meet, and confer on economic proposals it may desire to have included in an annual local special levy. These discussions will be independent of those called for under Article 1.6 and Article 4.1. The Association's economic proposals will be prioritized and submitted in writing not later than November 15.

CHAPTER 4 PROCEDURES OF COMMUNICATIONS AND NEGOTIATIONS

Article 4.1 Negotiation of a Successor Collective Bargaining Agreement

On or before February 1, each party should submit to the other party a preliminary written draft of any and all proposals it may desire to have included in a successor agreement. If mutually agreed, the parties may initiate negotiations prior to completing the exchange of all proposals.

Article 4.2 Requests for meetings

Requests for meetings from the Association will be made directly to the superintendent/designee. Requests from the District will be made by the superintendent/designee to the Association president. Such requests for meetings will contain the reasons for the request. A mutually convenient meeting date shall be set within fourteen (14) days of the request.

Article 4.3 Association and Board administrative representation

The Association will designate a committee of its members to represent the Association in negotiations. The Board shall designate a committee of its representatives and give full authority to the superintendent/designee to represent the Board in negotiations. These committees have the necessary power and authority to make and consider proposals, make, and effect table settlement subject only to ultimate ratification by the Association and then by the Board.

Article 4.4 Meeting procedures both levels

On or before January 15 of the year in which a successor collective bargaining agreement is negotiated, the parties will meet and determine mutually agreed upon ground rules that cover at least the following topics:

1. Designated spokespersons
2. Team size
3. Use of consultants
4. Caucusing
5. Site of negotiations

4.4A. Scheduling of negotiation sessions

Every reasonable effort will be made to schedule negotiation sessions to accommodate the work schedules of the participants. When necessary, however, members of the Association's team may be released from school duties with the approval of the District for such participation. The District and the Association each agree to pay one half (.5) of the cost of substitutes for up to five (5) Association bargaining team members for any bargaining sessions that occur during the school day. The cost of substitutes for any additional Association bargaining team members will be borne by the Association.

4.4B. Minutes and records of negotiation sessions

If the parties agree, summary minutes may be taken at any negotiation session and subsequently typed and presented for review regarding the accuracy of either party's position on a particular topic and when initialed by the spokesperson. Either party may deliver to the other for the present and future record a written statement as to its position on any topic(s) under discussion. Manual bargaining notes may be kept by either party.

The Association and the District agree that bargaining sessions may also be recorded electronically at the discretion of either party.

4.4C. Settlement

Tentative agreement on a new CBA will be stipulated in a written memorandum and promptly submitted to the governing board of each party for ratification. It is understood that only the governing body of the Association and the District have the legal right to approve and ratify the Agreement(s). Upon ratification by the Association, the CBA will be promptly presented to the Board for ratification and adoption at an official Board meeting.

Article 4.5 Sessions closed

Both parties agree that all negotiation sessions are closed meetings limited to representatives of both parties. Negotiations will take place at a mutually agreed upon site.

Article 4.6 Defined procedures for appealing negotiation impasse

The parties to this Agreement agree to negotiate in good faith with regard to matters to be considered for inclusion in a Collective Bargaining Agreement and future policy adoption or revision, and will use the process prescribed by this Agreement and by statute for appeal in the event of impasse. If an impasse is reached during negotiations, the matter will, if mutually agreed, be submitted to the provisions outlined in the Alternative Dispute Resolution Process (see Appendix I).

CHAPTER 5 GRIEVANCE PROCESSING PROCEDURES

Article 5.1 Purpose and limits of use of grievance procedure

The purpose of this chapter is to provide the procedures which will secure, at the lowest possible administrative level, solutions to complaints of employees in an expeditious and economical manner. These procedures are not intended to be, and may not be, utilized by an employee or the Association as an avenue to obtain a right, privilege, or advantage in the conditions of employment that was not previously provided by the Board in the CBA, Board policy, administrative regulation, or other administrative directive or past practice.

Article 5.2 Adjustment of complaints outside the negotiated grievance procedure

Pursuant to RCW 41.59, Section 10, the Association shall be required to represent all the employees within the bargaining unit in processing their grievances without regard to their membership in the Association, provided that any employee at any time may present a complaint through regular administrative channels outside of the negotiated grievance processing procedure and have such complaint adjusted without the intervention of the Association. However, the Association must receive written notice and statement of the nature of the complaint, be afforded an opportunity to be present at adjustment conferences to make its view known and to receive a written copy of the adjustment made, which adjustment shall not be inconsistent with any of the terms of the CBA then in effect.

Article 5.3 Definitions

5.3A. A "grievance" shall mean a written claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.

5.3B. A "grievant" shall mean one or more named educators of the bargaining unit, or the Association itself.

5.3C. "Days" shall mean workdays in the official calendar for certificated staff.

5.3D. "Appropriate supervisor" is the administrative officer with the assigned authority to hear and settle the complaint of the grievant. Whenever there is doubt regarding the person with the assigned administrative discretionary authority to settle a particular complaint, the superintendent/designee will, within two (2) days of a request, designate the "appropriate supervisor." If a grievance involves more than one (1) school, the grievance will be filed with one (1) appropriate supervisor at Step 1 as designated by the Association in consultation with the superintendent/designee or with the office of the superintendent at Step 2 if appropriate.

Article 5.4 Timeline to initiate a formal grievance

Within thirty (30) days from when a grievant knew or should reasonably have known of an action or lack of action which might become the basis of filing a grievance, the grievant must invoke the formal grievance procedure. The grievant is encouraged, but not required, to seek resolution of the issue informally prior to invoking the formal grievance procedure.

Article 5.5 Step 1

Written referral to appropriate supervisor: If a certificated employee has not been able to resolve their complaint to their satisfaction with their appropriate supervisor by informal means, they may submit their complaint in writing on forms provided to be processed through the established grievance procedure. The appropriate supervisor shall within five (5) days of the day of the grievance was delivered to them render a written decision in the matter with a brief rationale for their decision based on the record of their findings in the investigation of the complaint.

Step 1 complaint settlement: A settlement reached at Step 1 by an individual teacher and administrator will not create precedent regarding the proper interpretation of this Agreement.

Article 5.6 Step 2

5.6A. Written referral to office of superintendent

If the action taken at Step 1 is not satisfactory, the grievant may, within ten (10) days after the decision or the date the decision should have been rendered, refer the grievance to the superintendent/designee at Step 2. The written notice shall include a statement as to why the decision, if any, was not satisfactory.

5.6B. Grievance adjustment conference

Within ten (10) days of the date the grievance was appealed; the superintendent/designee shall arrange for a grievance adjustment conference with the Association. The District and the Association have the right to include in the representations at the conference such individuals and counselors as they deem necessary to develop the facts and information pertinent to the grievance.

5.6C. Time period for decision

Upon the conclusion of the conference, the office of the superintendent/designee shall have five (5) days to provide a written decision, together with the reasons for the decision, to the Association.

5.6D. When the superintendent/designee decides the Step 1 grievance and will also decide the Step 2 grievance, the grievant may proceed directly to Step 3.

Article 5.7 Step 3

5.7A. Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 2, it may, by written notice to the office of the superintendent within fifteen (15) days after receipt of the decision, submit the grievance to arbitration.

5.7B. Procedures for selection of an arbitrator

Within ten (10) days after written notice of submission to arbitration, the office of the superintendent/designee and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association or the Federal Mediation and Conciliation Service by either party. The parties will be bound by the rules and procedures of the organization or agency appointing the arbitrator, and the arbitrator shall have authority to enforce said rules and procedures as well as the provisions of this Chapter with respect to the grievance for which they were appointed.

5.7C. Power and authority of arbitrator

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates, alters, adds to, or subtracts from the terms of the Collective Bargaining Agreement. The arbitrator shall have no power to substitute their discretion for the reasonable discretion of the Board in any manner not specifically contracted away by the Board. If any question arises as to "arbitrability," such question will be ruled on first by the arbitrator selected to hear the dispute. Arbitrability of a grievance will not be bifurcated from the merits except by mutual agreement of the parties and the arbitrator. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issue submitted. The decision of the arbitrator will be submitted

to the Board and the Association and will be binding on the District, the Association, and/or the aggrieved employee.

5.7D. Limits on evidence on Step 3 hearings

Neither the District nor the Association shall be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party.

5.7E. Arbitrator's hearings and time limits

The arbitrator selected will confer with the representatives of the office of the superintendent and the Association, will hold hearings promptly, and will issue their decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, from the date the final statements and proofs are submitted to them. This deadline may be extended by mutual agreement of the parties and the arbitrator.

5.7F. Arbitration costs

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

Article 5.8 Information rights

The District and the Association will fully cooperate with each other in the investigation of any grievance and either party will promptly furnish the other such information as is requested for the prompt and effective processing of a grievance.

Article 5.9 No reprisals

No reprisal of any kind will be taken by the District against any educator because of their participation in the grievance procedure.

Article 5.10 Released time

Every reasonable effort will be made to schedule grievance investigations and hearings in such a way as to not conflict with the normal duty schedules of the participants. However, should the investigation or processing of any grievance require that an educator or an Association representative be released from their regular assignment, they shall be released without loss of pay or benefits.

Article 5.11 Filing of grievance documents

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Copies of decisions made in the adjustment of a complaint as per Article 5.2 and those made at any step of the grievance procedure shall be promptly delivered to the Association.

Article 5.12 Time Limits

5.12A. Time limits

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered a maximum; and every reasonable effort shall be made to expedite the process.

5.12B. Appeals

A complaint not appealed to the Association by a grievant at Step 1 or by the Association appealed to the District at Step 1, 2, or 3 within specified time limits shall be presumed to have been dropped.

5.12C. Responses

A grievance not responded to in writing within time limits may be appealed to the next step of the grievance procedure by the Association without further notice.

5.12D. Extensions

Time limits under unusual circumstances may be extended by mutual consent. By mutual consent of both the VEA and VPS, the parties may set aside Steps 2 and 3 of the grievance process for a predetermined amount of time and invoke provisions set forth in the Alternative Dispute Resolution Process (Appendix I).

Article 5.13 Association representation at complaint adjustment and grievance hearing

The District shall recognize the Association as the designated representative to participate in complaint adjustment and grievance proceeding hearings. A grievant may be represented at all stages of the grievance procedure by an Association representative selected by the Association, or, if the Association is not providing representation, by private counsel of their choosing. When not providing representation, the Association shall nevertheless have the right to have representatives present and state its views at all stages of the grievance procedure or complaint adjustment meeting. In no case shall a grievant in grievance proceedings be represented by a representative of another employee organization.

Article 5.14 Issue/rights appeals

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.

Article 5.15 Grievance forms

Forms for filing grievances, service notices, taking appeals, reports, recommendations, and other necessary documents are included as Appendix M.

CHAPTER 6 LEAVES

Article 6.1 General purposes of leaves and provisions

The District and the Association recognize that situations arise that are of an emergency nature or of such other identified value to both the District and the employee as to warrant authorized periods of absence from assigned duties and responsibilities. High morale and sustained employment of an experienced and competent staff are primary objectives in the establishment of a comprehensive system of granting leaves. It is mutually agreed that a certificated staff member should not be serving students when they are not physically fit, mentally alert, may be in a contagious condition, or is preoccupied with personal concerns that distract from full attention to duties. In addition, the staff member needs to have the opportunity to improve professionally, and if a budget crisis situation arose in the District it would need to be accommodated.

6.1A. Procedures for leaves: Applications for leaves or reimbursements for leaves must be made within time limits, in writing on the proper forms, or online, as appropriate, and submitted through the immediate supervisor.

6.1B. The building principal, supervisor, or human resources department must expeditiously act on the request taking into account the validity of the request, the circumstances prompting the request, the employee's ability to have avoided taking leave during a student attendance day, the expected availability of a substitute, and any adverse effects or advantages to the school or District. The employee will generally receive a response within five (5) workdays of a complete and documented request unless school board action is required.

i. Building principals, or supervisors of non-building based employees, will approve or disapprove leave under Article 6.2 (Employee illness, injury, and emergency leave); Article 6.3 (Bereavement leave – Short-term – Compensated); Article 6.6 (Adoption leave – Compensated); and Article 6.10 (Personal leave day – Compensated).

ii. Building principals, or supervisors of non-building based employees, have the authority to disapprove leave under Article 6.9 (Educational leave – short-term – Compensated) and Article 6.11B (Uncompensated – short-term leave).

iii. Recommendations to approve leave under these articles as well as leave requests under Article 6.4 (Jury duty leave – Compensated); Article 6.5 (Subpoena leave – Compensated); Article 6.7 (Military leave); Article 6.8 (Religious observance days – Compensated; and Article 6.11C (Uncompensated – long-term), will be forwarded to the human resources department for approval or disapproval.

6.1C. Seniority rights: Seniority rights will be retained while on uncompensated long-term leave of four-fifths (4/5ths) or more of a year (see Article 14.8B), but will not accumulate during the leave for purposes of advancement on the salary schedule (Chapter 11) or retention of positions (Chapter 14).

6.1D. Leaves will conform to law, District policy, and regulations with collective bargaining agreement provisions taking precedence when a conflict exists between the Agreement and the policy or regulation. See also Article 1.9 (Conformity to law "savings" provisions).

6.1E. Family Medical Leave Act: Nothing in this chapter restricts an employee's entitlements under the Federal Family Medical Leave Act.

Article 6.2 Employee illness, injury, and emergency leave

6.2A. Basic formula full and part-time

Twelve (12) days of illness, injury, and emergency leave (sometimes referred to as "sick leave" in this Agreement) will accrue monthly on the first day of each month, September through August. Employees hired after September 1 will accrue sick leave monthly starting with the first eligible month and continuing through August. Part-time employees will accrue sick leave monthly, proportionate to their FTE.

6.2B. Illness, injury, and emergency leave will accrue through the employee's contracted work year. Illness, injury, and emergency leave will accrue from year-to-year with a maximum accumulation of one hundred eighty (180) days, as capped by state law.

6.2C. Former employees

An employee returning to employment in the District will be entitled to that illness, injury, and emergency leave permitted under RCW 38A.400.300(2).

6.2D. Transfer of benefits

Employees entering the employment of the District who have experience working for other Washington school districts will be entitled to those leave benefits permitted by RCW 28A.400.300(2). The employee is responsible for notifying this District of leave balances from their prior school district employer within thirty (30) days of initial employment and providing proof of such balance within ninety (90) days of initial employment. Failure to meet these requirements may disqualify the employee from making such transfer. These notification periods may be extended by the administrator responsible for human resources if this District fails to notify the employee of their entitlement at the time of hire or if the former District requires additional time to provide the necessary verification.

6.2E. Extensions of benefits

Employees in their first year in the District, and others without an accumulation of sick leave days, shall be advanced with District approval up to twelve (12) sick leave days in a school year not yet earned to be utilized as needed. The number of days to be advanced is limited to twelve (12), the annual entitlement under the Agreement. Advanced leave will be immediately offset against future accruals until such time as it is paid back. If the employee leaves District employment prior to accruing such advanced leave, the cost of any taken but unaccrued leave will be offset against any final compensation due. Advanced leave which is neither accrued nor offset against final compensation will be subject to a decision by the District to pursue collection of the unearned amount or to determine that sufficient circumstances exist to warrant forgiveness of the unearned amount (e.g., serious illness and/or death).

6.2F. Attendance incentive program

i. Annual conversion of illness, injury, and emergency leave: Pursuant to the provisions of RCW 28A.400.210, each January following any year in which an eligible employee has accrued a minimum of sixty (60) days (480 hours) of sick leave, they may elect to receive payment of unused sick leave that was earned in the previous calendar year. Payment of such unused sick leave will be at a rate equal to one (1) day's current monetary compensation per four (4) days of accrued sick leave in excess of sixty (60) days (i.e., compensation is at a 4:1 ratio). **Example**: A full-time employee begins the calendar year with sixty (60) days of accrued sick leave; earns twelve (12) days during the year of which four (4) are used during the year; and ends the year with a balance of sixty-eight (68) days. In January of the following year, the employee may receive payment for up to eight (8) days. Actual compensation is equal to two (2) days of pay (i.e., the 4:1 ratios).

Any election shall be made by written notice to the payroll office during the month of January in response to a District-wide email announcement sent out in the first two weeks of January.

All illness, injury, and emergency leave days converted pursuant to this section shall be deducted from the employee's accumulated illness, injury, and emergency leave balance. Any such annual conversion of accumulated illness, injury, and emergency leave shall be subject to the terms and limitations of the Washington Administrative Code.

ii. **Conversion of illness, injury, and emergency leave upon retirement or death:** An employee who retires or dies while employed by the District may elect (personally or by their personal representative, as appropriate) to convert accumulated unused illness, injury, and emergency leave days to monetary compensation in accordance with RCW 28A.400.210(2) and Chapter 392-136 WAC. In addition, to be eligible, an employee shall inform the District on or before April 1 of their intent to retire. If the employee does not inform the District by this date, they will not be eligible for compensation. If compelling circumstances develop for an individual employee after April 1 that necessitates the employee retire, the District will honor the terms of the conversion of retirement as outlined in this paragraph. The District, at its sole discretion, reserves the right to waive the April 1 date in particular situations without setting precedent. An employee separating from employment for purposes of retirement must be eligible to immediately commence receiving retirement benefits from a state retirement system to be eligible for conversion of illness, injury, and emergency leave for compensation. Any such conversion of illness, injury, and emergency leave upon retirement or death shall be subject to the terms and limitations of the Washington Administrative Code.

iii. Conversion of illness, injury, and emergency leave upon resignation: TRS Plan 2 and Plan 3 employees who resign from the District before becoming eligible for an immediate annuity will be allowed to convert unused sick leave to monetary compensation consistent with WAC 392.136.020.

iv. The District and the Association agree to comply with all current Revised Codes of Washington and Washington Administrative Code requirements regarding the annual option for eligible employees to convert the annual cash out into a VEBA plan for the payment of medical expenses and/or premiums.

6.2G. Notification and verification procedure

Employees absent from their assigned duties by reason of illness, injury, or emergency will report their absence through the District's automated substitute system. When the absence is expected to last more than one (1) day, or ultimately extends beyond one (1) day, the employee will notify their building principal or other immediate supervisor at the earliest possible time stating the reason so that effective planning can take place for the longer period of absence. In cases of absence for reasons of illness, injury, or emergency for a continuing period of more than five (5) working days, or in cases where the supervisor has cautioned the employee on excessive use of leave, the reason for the absence must be certified by an attending physician or other competent authority as determined by the District.

6.2H. Reporting and recording of leave benefits

Building principals and program supervisors will regularly report to the payroll office each and every case of employee absence, indicating the number of hours of such absence and certification as to reason by the employee, and if required, by an attending physician or other authority. The payroll office shall maintain the official record of used and unused benefits for illness, injury, and emergency leave. The information will be reported each pay period in hours.

6.2I. Pregnancy and childbirth disablement

For purposes of this Article pregnancy, childbirth, and any disabling effects of that condition will be treated in the same manner as any other injury and illness.

6.2J. Emergency

Emergencies are defined as those situations that have clear and present elements of risk to the health, life, and property of an employee and/or their family. It is a situation that cannot be dealt with outside of working hours and requires the individual to absent themselves from their duties for matters of bona fide necessity and not mere convenience. Emergency leave shall only extend for the minimum time necessary to address the immediate risk. Unless precluded by the nature of the situation, employees desiring to use emergency leave must still follow proper leave procedures. Examples of qualifying emergency conditions include but are not limited to the immediate response to flooding or earthquakes that directly affect the employee's property, emergency road closures when reasonable alternative routes are not available, emergency airport closures or canceled airline flights (the employee should make every reasonable effort to make the next available flight).

6.2K. Leave sharing for extraordinary or severe situation

i. **Employees eligible for leave sharing donations:** The District may permit an employee to receive leave sharing donations if the employee is eligible under the terms delineated in WAC 392-136A-030.

ii. **Employee donating:** An employee may, of their own choice, donate portions of their accumulated sick leave to come to the aid of another named employee.

iii. An employee may donate any amount of sick leave so long as the donating employee's balance does not go below twenty-two (22) days. Sick leave days front loaded and not yet earned may not be donated.

iv. Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury, and emergencies (see Articles 6.2A and 6.2B).

v. An employee who receives leave transferred under this section, shall be classified as an employee and receive the same treatment with respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

vi. In the event donated sick leave is not fully utilized by the receiving employee, unused sick leave advanced to the respective donating employee(s) will be returned equitably among all donors.

vii. In situations that meet the criteria for leave sharing, eligible employees may receive donated leave without a District-wide posting.

6.2L. Weather provision

When a decision is made to close schools after the first half of the day (over four hours), employees who did not report to work will be charged a full day of sick leave. When a decision to close schools due to weather is made during the first half of the day (under four hours), employees who did not report to work will be charged for a half day of sick leave.

Article 6.3 Bereavement leave – Short-term – Compensated

6.3A. Approval must normally be sought at least twenty-four (24) hours in advance of the anticipated absence except in cases where this is not possible within that time limitation, in which case the individual is obligated to contact their building or unit administrator, or other appropriate authority at the earliest possible moment.

6.3B. Scope of leaves allowed

The total number of hours of short-term leave without loss of pay may not normally exceed the sum total of twenty-four (24) hours (3 days) for any one (1) individual in any one (1) school year for bereavement occasioned by the imminent or actual loss of a member of the individual's family or close personal friend. District procedure allows for an extension of two (2) additional days paid by the District.

The District and Association recognize that there may be exceptional circumstances which necessitate additional bereavement beyond what is listed above (e.g. death of an immediate family member, multiple deaths in one school year, employee is responsible for handling final arrangements and affairs, long-distance travel, etc.). These leave requests will be reviewed on a case-by-case basis. The District may approve use of the employee's sick leave balance, paid personal leave balance, or unpaid leave. Unresolved situations may be brought for resolution to the Executive Director of the Association and the Assistant Superintendent of Human Resources.

6.3C. The first five (5) days of bereavement leave identified in 6.3B are considered a separate paid leave category and are not subject to offset against sick leave or personal leave.

Article 6.4 Jury duty leave – Compensated

Leave approval procedure for state and county jury service: School teachers are no longer exempt from serving as jurors (except in extenuating circumstances). Upon receipt of a jury summons, the educator will notify their principal or unit administrator to contact the administrator of human resources. The educator should provide the name of the court, the judge's name, and the date of the summons.

The administrator of human resources will, if requested by a teacher, attempt to have the educator excused from jury duty. In cases where the educator is required to serve, this will be compensated leave. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay (WAC 357.31.315).

Article 6.5 Subpoena leave – Compensated

A certificated employee will be granted subpoena leave as may be required by the subpoena and shall be paid their regular salary up to and including fifteen (15) days, less any compensation received for their services, excluding transportation, EXCEPT when the employee is the plaintiff or defendant in such action.

This exception shall not apply when the employee is named as defendant for events or actions arising out of the performance of their duties for the District.

Where officially documented written statements are acceptable as testimony by the court, the employee should make such arrangements.

In serving as a witness, the employee will make a maximum effort to minimize the amount of time spent away from their employment.

The office of the superintendent may extend the definition and intent of the subpoena leave policy on an individual basis.

Article 6.6 Adoption leave – Compensated

6.6A. Adoption leave shall be granted with pay upon timely application to the administrator of human resources to a parent in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. If both parents are District employees each parent is entitled to adoption leave. Such leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency not possible to schedule outside of regular school hours.

6.6B. The above provision is an additional entitlement and a separate leave category. Adoption leave does not reduce or offset the employee's entitlement to sick leave and is in addition to any benefit for adoption contained in the Federal Family Medical Leave Act or Washington State Paid Family Medical Leave Act.

Article 6.7 Military leave

Military leave is provided to the extent required by and consistent with federal and state law. Employees called to active duty will be provided all rights in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Ch. 43, and the federal implementing regulations, 20 C.F.R. Part 1002. Military reserve or National Guard active duty training whenever possible should be scheduled during authorized vacation periods to prevent conflict with the employee's contractual or work obligation to the District.

6.7A. If the period of service protected by USERRA exceeded thirty (30) days, upon return from leave, the employee must provide documentation to establish that the employee has not exceeded the five (5) year limit on the duration of service (subject to exceptions in the USERRA regulations) and their separation or dismissal from service was not disqualifying. The District will not delay or deny reemployment by demanding documentation that does not exist or is not readily available. The employee is not liable for administrative delays in the issuance of military documentation. The employee is responsible for subsequently providing documentation when it is available.

6.7B. Members of the Washington National Guard or Army, Navy, Air Force, Coast Guard, or Marine Corps reserve, or of any organized reserve or armed forces of the United States, shall be entitled to a military leave of absence for not more than twenty-one (21) days during each year beginning October 1 and ending the following September 30 so that the person may report for required military duty, training, or drills in accordance with RCW 38.40.060. Such leave shall be in addition to sick leave and other leaves and at the employee's normal pay.

6.7C. Employees called to extended active duty shall receive all the benefits allowed under any related laws of the State of Washington.

Article 6.8 Religious observance days – Compensated

Employees whose religious affiliation requires observation of mandatory holy days on a day when schools are in session will be granted leave without loss of pay for up to two (2) days.

A request for such leave shall include a statement describing what holy day is observed and attesting and providing documentary evidence that the basic tenets of the educator's religious affiliation unequivocally require observance of the holy days in such a manner that they cannot perform the contracted educational responsibility on that day. The educator must submit their request to the building or unit administrator as far in advance as possible.

An educator taking religious leave may be required to make up missed days prior to opening school, winter or spring holiday, or after the close of school as may be mutually determined by the educator and their immediate supervisor.

Article 6.9 Educational leave – short-term – Compensated

Up to five (5) days compensated leave will be granted to allow attendance at an educational meeting, conference, District curriculum meeting, or activity, when it can be mutually determined by the District and the employee that such attendance would be to the benefit of the District, and the individual, in advancing their professional knowledge and competence. The arrangements for providing a substitute,

i.e., costs to be borne by the District or the employee, will be determined at the time the leave is approved. Approval of this leave is at the discretion of the District.

Article 6.10 Personal leave day – Compensated

Basic rationale for leave(s): The parties recognize that an employee may need to absent themselves from assigned duties during the regular school day and school year to handle personal matters.

6.10A. Basic restraints

A personal leave day will be afforded to an employee to attend to matters of bona fide importance not easily feasible to handle outside regular hours.

6.10B. Supervisor leave decision

Approval or disapproval of personal leave requests will be made by the immediate supervisor. Disapproval will be limited to those situations where the absence would compromise significant pre-scheduled academic or site-based activities or other compelling situations as determined by the employee and the immediate supervisor. The employee will be advised of the reason(s) for disapproval which will be put in writing if requested.

6.10C. The supervisor's decision to deny the leave request may be brought forward by the executive director of VEA and the administrator responsible for human resources for review by the superintendent. The decision of the reviewing official is considered final.

6.10D. Basic allocation

The District shall make available, as needed, a total of three (3) days of personal leave each school year for an employee, in addition to any authorized carryover from a prior year (see below). The District shall bear the substitute cost for the first three (3) days of personal leave plus any authorized carryover leave.

i. The District shall automatically carry forward up to ~~two (2)~~three (3) days of personal leave into subsequent leave years. Employees shall be allowed to have a maximum personal leave accrual of ~~five (5)~~six (6) days inclusive of up to ~~two (2)~~three (3) days carryover and the current year's three (3) day entitlement. Leave in excess of ~~two (2)~~three (3) days at the end of the leave year shall automatically be cashed out at the substitute rate, generally the October payroll.

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ii. Under exceptional circumstances, and at the District's discretion, an employee may request to carry over additional personal leave days up to three (3) into the subsequent leave year. The employee shall complete an "Exceptional Circumstances: Request for Additional Leave Carry Over" form prior to September 1.

iii. Under exceptional circumstances an employee may also request additional personal leave with the employee bearing the cost of the substitute. Reimbursement for substitute cost shall be made as a payroll deduction and shall be so acknowledged by the employee as part of the leave request.

iv. Upon termination of employment with the District, the employee may cash out any remaining personal leave days that they have not used up to a total of five (5) days at the substitute rate.

6.10E. Substitute supply and demand considerations

The parties acknowledge that the District's first and foremost responsibility is to provide an effective instructional program for the students. Non-emergency personal leaves of teaching staff may need to be proportionately curtailed within the number of qualified substitute teachers available at various times during the school year and on certain days of the school week. The District and Association will make every reasonable effort to recruit qualified personnel to expand the substitute list to reduce the number of limitations that will need to be made for people applying for leave.

i. **Critical periods opening and closing a school year:** It is essential that a school year opens and closes in an effective and businesslike manner which requires the presence of the regular teacher. Personal leave will not normally be granted during the first five (5) days and last ten (10) days of a school year; exceptions allowed only for clearly stated and compelling reasons.

ii. District discretion of 2.5% limitation of personal business leaves on a particular day. Normally, first-come, first-served scheduling: The parties recognize that the demand for substitutes does vary at different time periods for a variety of reasons: Flu epidemics; Fridays and Mondays; just prior or following a scheduled holiday; special meetings; Association meetings and conventions, etc. The District will give first priority to the assignment of available substitutes to replace a teacher who is ill or injured. The District may limit the number of personal leaves allowed on any one (1) day to 2.5% of the total District certificated staff. The District may further restrict the 2.5% limit in compelling situations where it is reasonable to conclude that substitute demands will exceed substitute availability. Such limitation is in addition to the specific authority of principals and supervisors to approve or disapprove individual leave requests. Within the District-wide limitation, personal leaves will normally be approved in the order in which the leave was approved by the supervisor and then submitted to the automated substitute system or as appropriate.

6.10F. Individual Days

An employee will not be required to provide a verbal or written explanation of the reasons for personal leave.

Article 6.11 Uncompensated leaves: Short-term and long-term

General provisions: Authorized uncompensated leaves of absence may be allowed for any one of the following reasons with approval of each request to be based on a rational basis in fact and approved or disapproved on the individual merits of each case. An administrative decision to deny authorized uncompensated leave to an individual will not be made in an arbitrary capricious manner invidious to one individual or group of employees.

6.11A. Recognized purposes for granting short and long-term leaves

i.

a. Absence due to government service or obligation
b. Rest and recuperation or emergency family illness
c. Advanced education
d. Family care (long-term family member illness, injury, disability)
e. Travel
f. Sick leave beyond accumulated days
g. Exchange teacher, Peace Corps, or volunteers in Service to America
h. To facilitate professional and personal growth of benefit to the individual and to the district
i. Other significantly important reasons

ii. **Adequate replacement personnel a requirement for discretionary leaves:** All Applications for leave, short-term or long-term, shall be subject to evaluation on the basis of the possibility of any adverse effects to the school or District program that might result from granting the leave and the availability of replacement personnel.

iii. **Application information:** Application is timely, states the purpose for which the leave is desired, the date it should begin and date of return, and any necessary available documents to support the validity of the request.

iv. **Continuation of group insurance benefits:** Employee benefits (group insurance programs) which an individual desires and for which they may be eligible, may be continued at the employee's expense, if necessary, by their direct payment to the business office during a period of authorized leave and when consistent with the regulations of the School Employees Benefits Board (SEBB). Payments are to be made in accordance with District policies and established timelines.

6.11B. Uncompensated – short-term leave

Authorized uncompensated short-term leave (i.e., leave for less than six (6) days) will be allowed to an employee in accordance with the provision above and the following guidelines:

i. **Timely application minimum of 24 hours:** Approval for short-term leave must normally be sought in writing as far in advance as possible and at least twenty-four (24) hours in advance of the anticipated absence, except in cases where a situation actually arises within that time limitation, in which case the individual is obligated to contract their building or unit administrator, or other appropriate authority at the earliest possible moment.

ii. **Valid purpose:** For purposes which could not reasonably have been accomplished outside the contracted school day and/or year.

iii. **Extension of holidays limit:** When the days requested would extend a vacation period, it must be documented and will be allowed only for significantly important personal reasons. The decision on granting of extension rests with the District.

iv. **Elected public official leave:** Short-term elected public official leave will be granted without loss of pay for the time required to be absent from duty. 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. The District may require the employee to reimburse the cost of the substitute when the number of absences in a school year exceeds three (3) days, or when a stipend or per diem is provided for the public office.

6.11C. Uncompensated – long-term

An authorized uncompensated leave may be allowed to an employee within the following guidelines:

i. **Timely application April 1 – Discretionary leaves:** Approval for a long-term uncompensated leave (i.e., six (6) days or more) must normally be presented in writing as far in advance as possible and prior to April 1 of a school year, if it is of a discretionary nature and will require a "delegate replacement" for a substantial period of time during an ensuing school contract year.

ii. The total number of long-term leaves of four-fifths (4/5ths) or more of the days of an ensuring school year which are of a discretionary nature may be limited by the District to three percent (3%) of the staff employed for the current year.

iii. **Minimum application information:** The application for a long-term leave shall include the information cited in Article 6.11A.iii and 6.11C.iv, below, and a statement of the positions in the District in which the individual would desire to be placed on their return from the leave. It must be noted, however, that the District's only obligation for individuals who are on uncompensated leave for longer than ninety (90) days is to assign an individual to a position for which they are

qualified. In particularly compelling situations, the Association may request and the District may agree to hold the individual's current assignment for return placement. In such situations the position will be filled on a one-year (or remainder of year) basis to assure the position's availability for the returning employee.

iv. **Contents of long-term leave contracts – Purpose, date, and position assignment on return – Legal consideration:** The employee will submit a long-term leave form to the District for approval. The leave form will stipulate the purpose for which the leave is requested, the period covered by the leave, the requirements for the employee to notify the District of their intent to return, and a conditional resignation in the event the employee fails to notify the District and/or return to duty following the end of the leave period. In leave situations covered by statute (i.e., military leave and FMLA) the employee's return placement will be in accordance with the applicable statute. In all other cases the employee's return placement will be to an available position for which qualified (Chapter 7 – Professional Placement) unless a position is specifically agreed to on the leave form.

v. **Provisions of termination of long-term leave:** An employee on long-term leave of absence must indicate in writing to the superintendent/designee by March 1 (preceding the school year when they are to return from leave or another specific notification date as may have been provided in the leave form) that they will be returning to the District on the date they are obligated to return to duty. Failure to do so will constitute an implied resignation from the District. Should the employee subsequently reapply, they may be placed in an available vacancy if one exists, but will have otherwise forfeited their right to reemployment.

vi. **Provisions to request extension of long-term leave:** Requests for an extension of a long-term leave must be received by the District's superintendent/designee at least thirty (30) days in advance of the authorized termination date, or no later than March 1 in the case of leaves for a full contract year, except when such compliance is beyond the control of the employee.

Superintendent and Board approval required: Extensions of up to one (1) year may be granted. Requests for extensions of a leave of absence must be endorsed by the Superintendent of schools, presented to the Board for action, and expressed by an addendum to the existing leave contract. Decisions on leave rest with the District.

vii. An employee may be granted up to two (2) full school years of leave if the initial long-term leave is less than ninety-one (91) instructional days.

viii. **Delegate replacement personnel for employees on leave:** A long term replacement substitute employee/assignment may be made of a certificated person employed in accordance with provisions of RCW 28A.405.900 to fill an opening on the District's staff for the period of time the employee is on leave, which may or may not be the position vacated by the individual taking leave.

ix. **Seniority rights, insurance, and privileges:** Employee benefits and seniority rights (seniority rights will remain constant and not accumulate) held by an employee at the time of application for a leave shall be retained during the period of authorized leave.

Participation in insurance programs and such other services for which payroll deduction is authorized may continue at the employee's option, and within School Employees Benefits Board guidelines, provided prepayment of amounts due are directly transmitted by the individual to the school district payroll department.

Article 6.12 District budget crisis leave – Uncompensated (see Chapter 14)

6.12A. Purpose of leave

During a period of a District budget crisis such as a levy failure, substantial reductions of state or federal funding, a significant drop in student enrollment, or a similar substantial change in projected funding of the District, a District budget crisis leave will be granted to each certificated employee named for nonrenewal or dismissal as may apply for such leave.

6.12B. Usual application dates – Nature of consideration offered for a leave

These leaves will be provided without regard to the normal March 1 application date for the stated reason of District convenience because of a budget crisis. An employee named for nonrenewal/dismissal will offer as consideration for the granting of such leave the waiver and abandonment of such appeal rights provided them under law for nonrenewal/dismissal notice and a promise to return to employment to the District when a vacancy occurs for a regular assignment. The employee may file an appeal from the nonrenewal/dismissal notice simultaneously with a request for a District budget crisis leave. Upon approval of the leave, any appeal will be dropped.

6.12C. Immediate availability during crisis year not required

Individuals taking leave during a period of District budget crisis will not be prohibited from accepting gainful employment (other than under contract with another school district where prohibited by RCW 28A.405.210), enrolling in advanced education programs, or traveling during the leave period and shall not be terminated for that reason except on written request of the employee.

6.12D. Leave extensions for a continuing crisis situation

Leaves granted because of such crisis situations will normally be renewed annually upon a timely request if crisis circumstances continue to prevail beyond the initial year for which the leave was granted. Application for renewal of budget crisis leaves must be submitted by May 15 of each year.

6.12E. Partial year reinstatements in crisis years

Individuals accepting leave during a period of District crisis and desiring reinstatement to a partial year active assignment should a vacancy appear for which they are qualified, will request continuing active application status for those positions and will be reasonably placed according to Chapter 7, the Professional Placement Provisions of this Agreement.

6.12F. Preferential placement of individuals on leave

Qualified employees seeking reinstatement shall have preference over current employees in filling of any vacancy in the year(s) of a budget crisis.

6.12G. Reinstatement criteria same as non-renewal criteria

Eligibility for the reinstatement of an employee on leave during and at the conclusion of the time of a budget crisis year shall be set on the basis of prioritized lists developed by applying the criteria used to determine the probable cause for nonrenewal or dismissal in the layoff and recall procedure. Employees determined most eligible for retention will be the first to be reinstated.

6.12H. District employment pool source for filling partial and full-year vacancies

All certificated employees who receive notice of probable cause of nonrenewal or discharge of their teaching contracts will be placed in a District employment pool and will be considered for any vacancy in the District which thereafter occurs. Any vacancy (partial or full-year) in the District will be filled by an available qualified individual from the pool, consistent with reduction-in-force procedures. The term "vacancy" shall be liberally construed and shall include all positions that may become vacant for any reason(s).

Employment of an individual from outside the employment pool will be allowed only if there is no individual available in the pool and reasonably qualified for a specific vacancy.

6.12I. Duration in employment pool – Substitute service

Certificated employees will be retained in the District employment pool until they are reemployed, resigned, or allow their budget crisis leave to lapse by not making a timely annual application for an extension (see Article 6.12D). Any individual in the pool will, on request, be placed on the substitute teacher list for the following year.

6.12J. Procedure for creating a voluntary "vacancy" in economic crisis year

Any individual in the bargaining unit who may not have been named for nonrenewal or discharge by operation of the layoff and recall criteria and procedures may of their own volition, without regard for normal application deadlines and prior to the opening of a school year or semester, apply for and receive a budget crisis leave to allow an individual from the employment pool to serve in their regular assignment for a stipulated half or full school year.

6.12K. Employment status – Continuation of group insurance programs

Any employee on District budget crisis leave will be considered to have continuing employment status with the District for the purposes of the maintenance of seniority status (reinstatement, salary schedules, etc.) and for group insurance programs. Such employees will be provided the option to enroll in SEBB continuation coverage for insurance programs during the period(s) of the leave under this section. If an employee chooses to continue their SEBB benefits, they will be responsible for the total cost of all premiums (i.e., the employer and employee contributions to medical, dental and vision benefits).

CHAPTER 7 PROFESSIONAL PLACEMENT

Article 7.1 Definitions

7.1A. **Position:** A defined set of general duties and responsibilities (e. g. grade level, subject area, etc.) for implementation of a District program, along with the location(s) in which the duties and responsibilities are carried out. Positions are classified as:

i. **Permanent position:** An established position that has existed for one (1) or more years and is anticipated to be continued indefinitely subject to possible substantive changes in student enrollment or in the District's curriculum program(s). Most positions are presumed permanent.

ii. **Temporary position:** A position established to meet (an) identified transitional need(s), of a particular program, or to meet a potentially short-term expansion in student enrollment, or a new pilot program in a school. A position anticipated to be phased out in one (1) or two (2) years. When the District hires certificated employees to fill positions that are funded by grant money, the District will stipulate the temporary nature of the positions in the vacancy announcement (e.g., the duration of the grant). When continuing employees apply for and are hired into these positions, the employees will retain their continuing contract status at the end of the grant.

iii. **Part-time position:** A permanent or temporary position that involves working less than a full load relative to full-time positions in the same job category.

iv. **Job-share position:** A single full-time position that is divided into two part-time positions and occupied by two different individuals.

7.1B. **Assignment:** Assignment (or "position assignment") is the placement of an individual in an open position. Assignments are classified as:

i. **Standard assignment:** The placement of an employee serving on a continuing or provisional basic contract of employment into a permanent position opening.

ii. **Acting assignment:** An assignment which expires at the end of the school year, made to an employee on a leave replacement contract.

iii. **On-call substitute assignment:** The daily on-call employment of an employee in one or several different positions.

iv. **Building-based substitutes:** A building-based substitute is defined as a substitute teacher who is required to report daily to the same school for an assignment, to provide coverage at any grade level or subject area, for the duration of one (1) school year. The primary duty of the building-based substitute is in providing coverage for unfilled certificated absences. When there are no unfilled certificated absences, the building-based substitutes may be utilized for providing coverage for unfilled classified absences, or for providing academic and/or behavior support throughout the building, as directed by the building administrator.

v. **Long term replacement substitute assignment:** The placement of a substitute into a position for a period of time that is contemplated to be potentially more than twenty (20) work days, but less than ninety-one (91) days. Long term replacement substitute assignments are made in the following circumstances:

a. During the pendency of a search for a fully qualified employee to fill an open position on a standard or acting assignment;

b. Due to the creation of a temporary need position due to an enrollment need which is anticipated to last less than a semester; and

c. To replace an employee on a standard or acting assignment who is on leave for an uncertain period of time.

d. The assignment will terminate upon appointment of a fully qualified employee, the return of the standard assignment teacher, a drop in student enrollment, or the end of the school year, whichever comes first. If the need extends beyond ninety (90) days, the individual will be offered a leave replacement appointment or a provisional contract as determined by the District if they have served ninety (90) days or more, been evaluated as performing satisfactory service, and is likely to complete the student attendance year in the assigned position. A long-term replacement substitute position is treated like an acting assignment.

e. An employee whose long-term appointment terminates under the above provisions will be given preference in substitute assignments for which qualified for the remainder of the school year, and will be compensated for days worked at the rate applicable to substitutes who work more than thirty (30) days in a school year.

7.1C. **Duty Assignment:** The specific duties and responsibilities within the scope of their position that an employee is charged with performing during a particular academic year.

7.1D. **Reassignment:** Reassignment refers to a change in position or duties without a change in location (e.g., new grade level, subject matter, etc.).

7.1E. **Transfer:** A change in the location(s) in which an employee performs their duties and responsibilities.

7.1F. **Voluntary Transfer/Reassignment:** A transfer/reassignment sought or initiated by the employee.

7.1G. **Involuntary Transfer/Reassignment:** A transfer/reassignment sought or initiated by the employer.

7.1H. **Opening:** An opening in a position (or an "open position") exists when no currently employed certificated person has been formally assigned to fill it. An opening may result from either a current employee's retirement, resignation, transfer, reassignment, etc., addition of position(s), or creation of a new position.

7.1I. **Vacancy:** An opening for which no qualified member of the bargaining unit applied during the rebalancing period. A vacancy may be filled by employment of an individual from outside the District.

7.1J. **Rebalancing:** An adjustment in allocated positions across sites, triggered by changes in student FTE enrollment or deviations in student FTE enrollment from projections or the District placement process, and which does not result in an overall loss of bargaining unit positions. An employee whose position is eliminated due to rebalancing and takes another position in the district is considered to have been involuntarily transferred for purposes of this Chapter.

7.1K. **Rebalanced Pool:** The group of employees not currently occupying a position due to rebalancing.

7.1L. **Posting:** The distribution of information about open positions to employees and to individuals interested in becoming employees with the District.

7.1M. **Seniority:** The total years of non-supervisory certificated service under a regular contract in the Vancouver School District. For purposes of reduction in force or layoffs, see the definition of "seniority" in Chapter 14.

7.1N. **Stay-in-place:** A provision prohibiting reassignment or transfer from a position for up to three (3) years which may be imposed as a condition of employment for positions which require specialized training.

Article 7.2 Position classification

A position posting will provide the following information:

i. The tenure of the position.

ii. **Minimum and desirable qualifications:** basic qualifications necessary for an applicant to be considered for placement in the vacancy and supporting desirable qualifications that may be considered in selecting an applicant for a specific position. Qualifications may be identified in the position description in lieu of the position posting providing such description is referenced in the posting and is available to the employee through the Internet and/or through the human resources department.

iii. **Extended duties and responsibilities requirement:** A statement of extended-day or extended-year duties and responsibilities that may be appended to the basic contract assignment and basic and desirable qualifications necessary for such a supplementary contract service.

iv. **Affirmative action weightings:** A specific position posting shall include a statement, when appropriate, of any special considerations under the affirmative action plan established for the District.

v. The probable location(s) of the position.

vi. Any stay-in-place provision applicable to the position.

Article 7.3 Posting open positions

Primary means of notification: The primary means of notifying ~~the~~ in-District candidates of openings shall be the District intranet. The District shall distribute (via e-mail) a weekly notice of which positions have been posted. Openings will be posted for five (5) working days

7.3A. During the period October 15 to July 15 a vacancy will be externally posted for a minimum of five (5) working days to allow maximum opportunity for in-District and out-of-District candidates to make an application.

i. **Period July 16-October 14 summary decisions:** During the period of July 16 to October 14 the District may reduce the five (5) working day posting periods to three (3) working days, and to make transfers and reassignments of employees from school-to-school or class-to-class to meet problems of changing and unanticipated enrollment patterns, toward the goal of equalizing class sizes between schools and among classes.

Article 7.4 Building and program procedures for staff deployment

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7.4A. Forecasting of student population and program needs:

i. The District will normally determine the anticipated student enrollment and will forecast the instructional program needs of students for the ensuing school year to determine the number and kind of teaching and other curriculum positions required for each school or program in the District.

ii. **Curriculum staffing needs:** Secondary principals will define duties based on FTE allocation into terms of teaching sections in the program subjects to be taught; elementary principals in terms of grade level classes to be taught, and managers in administrative units in terms of

students, sites, and programs to be served or other terms appropriate to the work performed.

iii. **Extra-curricular staffing needs:** Each principal will also determine the positions needed in paid co-curricular and extracurricular programs for the effective operation of the school.

7.4B. Determination of staff position and duty assignments at buildings:

i. On or before April 15 of each year, the principal will distribute a survey or provide similar means for employees at the site to indicate their personal preferences regarding position and duty assignments at the site for the following year. For purposes of this Article, an employee who does not respond to the survey will be considered as expressing a preference to remain in their current position and duties.

ii. The principal will then review the qualifications of the staff and tentatively assign each staff member duties within the scope of their position while considering building and student needs, indicated personal preferences, equitable distribution of course preparations, formal training and skills, recent evaluation ratings, and seniority of each educator. In addition, qualified in-building staff will have priority in preferred duties over out-of-building staff and non-district employees, provided that honoring duty preferences will not have the result of causing an involuntary position reassignment.

iii. The principal will meet with their SBLT co-chair and VEA building representative(s) to discuss the program and staffing plans as soon as information is available for discussion purposes, but not later than May 1. Any alteration that may be required because of unforeseen circumstances that arise regarding the budget, should the state experience delayed budget action resulting in the extension of this deadline will be comparably extended.

iv. An individual not assigned in the principal's initial staff placement plan will be notified in writing that they may potentially be involuntarily transferred from the site due to rebalancing. The building principal will, simultaneously to the written notice, meet and confer with each employee identified for the unassigned pool to review the rationale followed in making that decision. In such cases, the building principal will also notify the staff in the building of how many employees may be rebalanced, which positions are being reduced that necessitate the need for rebalancing, and solicit volunteers to enter the rebalanced pool. The building principal may exercise discretion in the decision of which volunteer(s) will enter the rebalanced pool, provided that no employee will be involuntarily rebalanced when there is a volunteer whose entry into the rebalanced pool could prevent an employee from being involuntarily rebalanced.

v. Upon completion of meetings with tentatively rebalanced staff, the building principal will share information on any remaining position openings being posted. In-building staff who express interest will be given consideration. This action may require a short turnaround (i.e., one to three days) to avoid delaying the posting process.

vi. The principal will identify to Human Resources any vacancies or rebalanced staff as they are determined.

vii. After all changes to duty and position assignments are made, if there remain more certificated employees in the building than positions after accounting for volunteers to enter the rebalanced pool, employees in the building shall be rebalanced subject to the following parameters:

a. An employee whose departure from the building would be a significant detriment to underserved and marginalized student groups due to a loss of culturally responsive

instructional practices as defined in Equity Procedure 0010P, section III(D)(2)(b) is exempt from rebalancing.

b. An employee who has demonstrated advanced multilingual ability (pursuant to ACTFL guidelines) relevant to their assignment and/or the demographics of the student body at the site is exempt from rebalancing;

c. An employee who has been at the site for at least thirty (30) days and has been involuntarily transferred within the last two years is exempt from rebalancing;

d. Staff assigned to co-curricular and extended-day activities by virtue of their curriculum teaching assignment (middle school and high school vocal and instrumental, high school journalism and yearbook, high school drama and stage) are exempt from rebalancing; and

e. A building principal may recommend an exemption to rebalancing for an employee whose position is unique or essential to maintaining at least a minimum continuity level of a critical or legally mandated VPS program or function;

f. Any Specialized Program teacher who has been at the site for at least thirty (30) days and whose program remains intact shall be exempt from rebalancing;

~~e.~~g. A less senior employee will not be retained over a more senior employee unless either:

1. The less senior employee is exempt from rebalancing for a reason described above, or
2. The more senior employee lacks minimum qualifications for the less senior employee's position.

Any employee switching buildings as a result of rebalancing will be considered to have been involuntarily transferred.

viii. Notwithstanding any provision in this section:

a. Any building-based employee may enter themselves into the rebalancing pool with written notification to Human Resources by May 1. If this results in a change of placement, it shall be considered a voluntary transfer. The District is not obligated to honor a request for a change in placement that would not serve the interests of the District and/or employees (e.g., by resulting in an inability to place an employee who was involuntarily placed in the rebalancing pool into a position within their endorsement area).

b. When a specialized program classroom is closed, the impacted Special Education teacher may opt to transfer to a comparable specialized program opening at another site. This shall be considered an involuntary transfer.

7.4C. Determination of staff position and duty assignments in administrative units

An administrative unit exists when all positions for like certificated employees are managed and allocated under a central administrator. While circumstances may vary from one administrative unit to another, administrative unit employees are typically also evaluated by a central administrator, and/or they typically either work at more than one site and/or deliver highly specialized curriculum or other services to students with specific needs or enrolled in a specific program. The following employee groups are administrative units: Elementary Visual and Performing Arts (VaPa) Teachers, Nurses, Speech-Language Pathologists, Audiologists, Board Certified Behavior Analysts, School Psychologists, Occupational Therapists, District Based Instructional Coaches, Language Development Specialists, Physical Therapists,

and Teachers of the Deaf/Hard of Hearing. Designation of additional employee groups as administrative units is subject to mutual agreement of the Association and the District.

Movement by an employee into or out of any administrative unit shall be considered a transfer. Position reassignments within administrative units will be determined in the following manner:

i. The administrative unit and central administrative supervisor will function in this section as the building and building principal, respectively. The supervisor will meet with the administrative unit's VEA representative(s) to discuss the program and staffing plans as soon as information is available for discussion purposes, but not later than May 1. Any alteration that may be required because of unforeseen circumstances that arise regarding the budget, should the state experience delayed budget action resulting in the extension of this deadline will be comparably extended;

ii. Position assignments for employees in the administrative unit will be limited to the fewest locations possible;

iii. Employees in administrative units will be surveyed each spring to determine the employee's placement preferences for the upcoming school year. Survey results will be considered by the supervisor of the administrative unit in determining placements for the following year. ~~Normally, an~~An employee who prefers to remain in their current position assignment ~~should~~will remain in it ~~from year to year~~ unless there is a clear rationale based on the needs of students or the District for a change~~;~~ in placement;

iv. When the needs of students or the District preclude preferred placement, the supervisor will meet with the certificated employee ~~to~~and will provide the rationale and basis for not making the desired placement in writing;

v. Employees denied placement may request a meeting with the administrator who has overall responsibility for the administrative unit to appeal the decision of the supervisor. The employee may be accompanied by a representative in the appeal meeting.

vi. The Association will have the opportunity to review administrative unit placements and appeal a decision by filing a grievance at Step 2.

7.4D. The staffing plan developed through Articles 7.4A, 7.4B, and 7.4C must be completed by June 1. The plan may only be altered after June 1 to the minimum extent necessary to accommodate changes in enrollment projections or a reduction-in-force or recall implemented under Chapter 14. An employee whose position may be abolished or whose duty assignment may be significantly altered after June 1 will be notified of the change and of the rationale for the change as soon as possible and will be permitted to transfer. ~~Such~~Any such transfer will be considered involuntary. If the employee elects not to transfer, any necessary involuntary transfer will be implemented according to the rebalancing requirements of Article 7.4B.vii.

i. If a change to the staffing plan creates a vacancy at a site from which one or more employees was transferred due to rebalancing under Article 7.4B, or if a vacancy arises at the site for any other reason prior to October 15 for which such employee(s) may be qualified, the most senior qualified employee rebalanced from the site shall have right of first refusal to transfer to the vacant position. If the position or duties are significantly different from those previously performed by the employee, the employee will be considered to have been involuntarily reassigned.

ii. For employees in administrative units, the effective date of any change in assignment will be communicated as soon as possible, but in no event less than five (5) days prior to the effective date of the change.

Article 7.5 District Placement procedures for rebalanced pool

Commented [GP3]: Per reopener negotiations TA, 3/4/26

7.5A. Human Resources shall identify the rebalanced pool and available vacancies identified as described in 7.4A – 7.4C.

7.5B. Employees in the rebalanced pool will receive a survey to identify their top ~~three choices of available vacancies~~four preferred sites and/or grade levels and subject areas and indicate any relevant training, skills, and experience for their preferred choices. An employee may indicate their current placement as a preference in the survey.

7.5C. Placement criteria for the rebalanced pool among candidates who hold proper certification/endorsement are in priority order as follows:

i. **Right of return:** having been involuntarily transferred (e.g., due to rebalancing) out of a site since the previous year's spring rebalancing process.

~~i.~~ii. **Formal training and skills:** Specific to the position and building needs, i.e., a major or minor or a comparable equivalent number and pattern of course units, training or professional development (AVID, AP, IB, RTI, PBIS, Cultural responsiveness, etc.), multilingual abilities, and/or commitment to attend needed professional development training within the school year that would qualify an individual.

~~ii.~~iii. **Experience:** Written verification of prior successful experience in teaching a subject, implementing a strategy or program, or in the case of extracurricular activities adequate experience or education. Experience in an Acting Assignment may not be required or considered for purposes of this section.

~~iii.~~iv. **Seniority:** The prior factors being equal, the total number of years of seniority will prevail. Seniority is defined as the total years of non-supervisory, certificated service under a regular contract in Vancouver Public Schools. The out-going Association president will have first seniority.

~~iv.~~v. **Self-renewal opportunity:** Seniority being equal among candidates, an employee with five (5) or more years of service in their current assignment, (i.e., school grade level, subject, etc.) will be given preference.

~~v.~~vi. **Protected assignment:** Any applicable affirmative action program objectives, considerations, and other protected assignments that may apply will be considered.

7.5D. Interviews: Interviews are an optional step in the placement process, however, if interviews are conducted, the administrator shall interview the top three candidates in the rebalanced pool. The top three candidates shall be determined by survey results and placement criteria. It is understood that the principal / administrator shall determine the recommendation for the position from among the interviewed candidates.

7.5E. Human resources will place employees in the rebalanced pool who do not receive a position in the placement process described above through involuntary transfer into a remaining vacancy as soon as is practicable.

7.5F. Human resources shall post remaining open positions internally for a period of at least five (5) days. During this time, only in-district employees will be permitted to apply, and will be considered according to the criteria and optional interview process described in 7.5C and 7.5D above. The internal posting period is not required for positions that become available after July 1.

7.5G. If no qualified candidates apply for a position during the internal posting period, the position will be posted externally until it is filled.

7.5H. Among candidates from outside of District, priority consideration shall be given to those candidates who in their application or interview identify:

i. Training or professional development in cultural responsiveness,

ii. Multilingual abilities,

iii. Prior successful experience in teaching in a high poverty or racially diverse school.

Article 7.6 Timeline for filling openings

7.6A. The District will make every reasonable effort to fill all known open positions (existing and newly-created) for an ensuing school year prior to the last all-faculty duty day of the current school year.

7.6B. When the District becomes overstaffed District-wide (more staff than funded for), they may place staff members involuntarily into positions and/or duty assignments for which they are qualified to meet the urgent needs of the District.

7.6C. An opening occurring after the first fifteen (15) school days of the school year and the end of the school year will normally be filled by an "acting assignment" in reorganization of the building staff or employment of an individual in a replacement teaching assignment.

Article 7.7 Special situation requirements

It is recognized that compelling special situations may exist whereby a change of position assignments within the District is necessary to serve the interest of the employee. Such situations may be initiated by the District, the Association, or the employee concerned, and in all cases will be based on collaboration between the Association and the District. When such situations exist, the District and Association may mutually agree to identify a reassignment/transfer and offer such change to the employee outside of the normal placement procedures. Typically, such options would be based on existing vacancies. Examples of appropriate situations include but are not limited to:

i. Transfer or reassignment of employees who have served successfully in an especially challenging and demanding assignment.

ii. Transfer or reassignment of a successfully performing employee who has been unsuccessful for a number of years in gaining a reassignment through normal reassignment procedures.

iii. Transfer or reassignment of an employee due to a compelling personal situation that is beyond the control of the employee.

Article 7.8 Job-share positions

7.8A. The decision to create a job-share position (by converting a full-time position to a job-share position) is ultimately a management right. The district will consider program needs, costs, and employee preferences in making the determination to create a job-share position.

7.8B. To be eligible for a job-share position, both employees must hold a continuing contract and must either currently be in the same building or have both expressed interest in transferring to a job-share position.

7.8C. The building administrator and employees seeking a job-share position will collaborate on a plan describing how the duties of the position will be divided. The plan is subject to approval by the Human Resources department.

7.8D. A job-share position may be abolished by reverting it to a full-time position in any of the following circumstances:

i. At the end of a school year, if either job-share participant receives a summative evaluation rating of "unsatisfactory" or desires to return to a full-time position. The job-share participant not rated "unsatisfactory," if any, shall have right of first refusal to assume the position full-time before it is made available to other employees subject to the provisions of this Chapter.

ii. At any time due to either of the job-share partners vacating or taking a leave of absence from the position. The job-share participant not vacating or taking a leave of absence from the position shall have right of first refusal to assume the position full-time before it is made available to other employees subject to the provisions of this Chapter.

iii. At any time due to determination by the building administrator that one or both job-share participant is failing to uphold their obligations under the plan developed in Article 7.8C. Determinations of fault must be supported by substantial competent evidence.

a. If the building administrator determines that only one of the job-share participants is at fault, the other job share participant shall have right of first refusal to assume the position full-time before it is made available to other employees subject to the provisions of this Chapter.

b. If both job-share participants are at fault, the more senior job-share participant shall have right of first refusal, followed by the less senior job-share participant, prior to the position being made available to other employees subject to the provisions of this Chapter.

c. If either job-share participant disputes the evidence supporting the building administrator's determination of fault, the dispute may be appealed to the Executive Director of Human Resources, or through the grievance procedure, at the Association's discretion.

d. If either job-share participant disagrees with the building administrator's determination of fault, the determination may be appealed to the Executive Director of Human Resources.

7.8E. A job-share position may be eliminated through any of the same procedures as other positions (e.g., rebalancing, reduction in force). In such cases, both employees will be treated as if they had been full-time employees at the site for the duration of the job share for purposes of implementing the procedure used to eliminate the position.

Article 7.9 Teacher on Special Assignment (TOSA)

7.9A. Selection Process: The District will post, interview, and select certificated teachers for TOSA positions.

7.9B. Reduction in Positions: A reduction in TOSA program and/or positions shall be considered an involuntary and special situation, to be accomplished in compliance with the following procedures:

i. **Explanation conference:** Such involuntary reduction shall occur only after a conference between the individual and their supervisor, at which time the employee shall be given notice of the basis for this determination. The impacted TOSA shall be provided an opportunity to have their input considered as part of a final decision. The employee may choose to be accompanied by an Association representative.

ii. **Timeline:** Every reasonable effort shall be made to hold the explanation conference and make the final determination before rebalancing takes place.

Article 7.10 Promotional positions

7.10A. Any opening in the District which offers a "promotion" as defined in this section will be posted in the same manner as other openings. Every reasonable effort will be made to post openings for these positions prior to the beginning of the summer holiday. A promotional position in this section shall mean any certificated administrative position.

7.10B. Recommendations for appointment to a promotional position will not normally be initiated until an opportunity has been provided for all qualified employees to be interviewed for the position. Qualifications shall not be altered substantially after publication of such notice of the opening unless the notification procedure is reinstituted along with a statement of the rationale for such changes.

7.10C. **Temporary and permanent promotional positions defined:** The superintendent and Board may make ad hoc "acting" assignments of certificated personnel to fill a regular promotional position. However, such assignees shall have the basic requirements for the position and shall not serve beyond the current school year.

7.10D. **Explanation conference**: The two (2) previous Articles (7.10A and 7.10B) do not apply to positions created in reorganization/consolidation of administrative positions or lateral transfers of current administrative employees.

Article 7.11 Teacher exchange

Teachers may, when qualified, with the consent of their immediate supervisors, exchange their regularly assigned teacher positions for a duration of time mutually agreed to by the participating teachers and respective building administrators. The purpose of this exchange shall be for the expansion of teacher experiences in other buildings, in other grade levels, and/or subject areas. Exchange of positions on a permanent basis is subject to review and final approval by the human resources department.

Article 7.12 District Directed Relocation of Employees

7.12A. A relocation of an employee and/or their class to another building or site shall be accomplished with prior notice as soon as reasonably practicable, but in no event less than seventy-two (72) hours, and with assistance upon request in packing, transporting, and unpacking materials from the one site to the other to eliminate or reduce the necessity of overtime by the employee. The District shall provide release time from duties during the contract day or up to two (2) eight (8)-hour days, paid at the per diem rate, per affected employee. The allocation of the above time or pay is for the purposes of the take down, relocation, and reinstatement of their classroom and/or workspace. Adjustments may be made by mutual agreement of the principal and affected employee(s).

7.12B. Relocation of an employee and/or their class to another classroom/space within the same building or site (e.g. change in grade level and/or position of the employee, major, long- term repairs to existing classroom/workspace, etc.) permanently or temporarily, shall be accomplished with the greatest possible prior notice, with assistance upon request, in packing, transporting, and unpacking District materials from one classroom/space to the other. The District shall provide release time from duties during the contract day or up to one (1), eight (8) hour day, paid at the per diem rate, per affected employee. Adjustments may be made by mutual agreement of the principal and affected employee(s).

7.12C. In the event that a certificated staff member is transferred and required to relocate outside of the building after the beginning of the school year due to a reassignment or is reassigned and required to change an entire grade level or subject matter, the District will provide a minimum of

two (2) days without students for preparation in the new assignment in addition to the rights and benefits described in 7.12A above.

7.12D. The District and Association recognize that exceptional circumstances may arise (e.g. significant furniture or physical materials, movement across multiple buildings, etc.) where additional support for relocation beyond the remedies described above is necessary. Should adjustments not be remedied at the building level, requests for further support shall be reviewed by the Executive Director of the Association and the Superintendent Designee and approved on a case-by-case basis.

CHAPTER 8 EVALUATION OF THE PROFESSIONAL PERFORMANCE OF CERTIFICATED STAFF

Article 8.1 Annual systematic evaluations

8.1A. The District and the Association acknowledge that state statute and sound principles of school administration require systematic objective evaluation, at least annually, of each certificated staff member's professional performance. Equally important, the District and the Association are committed to the principle that the most effective educators are lifelong learners and that an effective and professional evaluation system is inextricably tied to the professional development process. The evaluation, self-assessment, and observation process is designed to maintain and advance this linkage between evaluation and professional development. The forms and criteria to be used in the evaluation of all certificated staff are those contained in the Certificated page of the District portal to which the District shall provide the Association access.

8.1B. **Evaluation defined:** An "evaluation" is the ongoing process of identifying, gathering, and using information to improve professional performance, assess total job effectiveness, and make personnel decisions (WAC 392-192A-030). An evaluation as submitted on the appropriate forms shall be based on the recorded observations in the classroom or other instructional setting, as well as any number of documented critical incidents, supervisory reports, consultations, and input from the employee and the employee's professional development plan. In the spirit of joint involvement of employees and evaluators in the evaluation and professional development process, all information used in the evaluation will be shared and discussed during the course of the year as it becomes available and consistent with other provisions of this Agreement.

Article 8.2 Principles and Purposes

8.2A. **Principles of evaluation:** The Teacher and Principal Evaluation and Growth Program (TPEP) is based on these core Principles**:**

i. High quality teaching and learning are key to student success.

ii. Growth in practice is developmental in nature.

iii. Growth occurs best when there are clear standards of practice supported by quality professional learning and learning-focused feedback.

iv. Evaluation systems should reflect and address the career continuum.

v. The focus for teacher and principal growth should be driven by student learning needs.

8.2B. **Purposes of evaluation:** The purposes of evaluation of certificated staff will be:

i. To acknowledge the critical importance of certificated educators' quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.

ii. To identify, in consultation with certificated educators, particular areas in which the professional performance is distinguished, proficient, basic, or unsatisfactory, and particular areas in which the classroom teacher needs to improve their performance.

iii. To assist certificated educators, who have identified areas needing improvement, in making those improvements.

iv. To establish a basis for contract renewal or non-renewal, dismissal, or any other disciplinary action against an employee whenever such an action may become necessary.

Article 8.3 Evaluation Frameworks and Forms

8.3A. Washington State Criteria Areas

i. Centering instruction on high expectations for student achievement.

ii. Demonstrating effective teaching practices.

iii. Recognizing individual student learning needs and developing strategies to address those needs.

iv. Providing clear and intentional focus on subject matter content and curriculum.

v. Fostering and managing a safe, positive learning environment.

vi. Using multiple student data elements to modify instruction and improve student learning.

vii. Communicating and collaborating with parents and school community.

viii. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

8.3B. Types of evaluation and evaluation procedures using the CEL 5D+ system

i. Comprehensive: All eight state criteria and student growth activities are used to determine a comprehensive summative evaluation rating.

ii. Focused: Evaluation is based on one of the eight state criterion and associated student growth activities. Focused evaluation procedures of classroom teachers must include, at a minimum, the following:

a. One of the eight criterion for certificated classroom teachers must be assessed in every year that a Comprehensive evaluation is not required.

b. The selected criterion must be approved by the educator's evaluator and may have been identified in a previous Comprehensive summative evaluation as benefiting from additional attention.

c. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.

d. A summative score is assigned using the summative score from the most recent Comprehensive evaluation. This score becomes the Focused summative evaluation score for any of the subsequent years following the Comprehensive summative evaluation in which the educator is placed on a Focused evaluation. If that score was a Proficient, the teacher may provide "Distinguished" level evidence for consideration to be moved to Distinguished.

Article 8.4 Training and Timelines for the Evaluation process as a year long cycle

Evaluation and professional development are conceived as processes that are continuous, normally planned, and conducted throughout an employee's career with the District. Although yearly evaluations are required by statute and critical points of accountability may become prominent in the cycle, these will not be viewed as isolated incidents, but rather as integral functions in the continuous cycle.

8.4A. Each District and building evaluator must complete mandatory training for Stage 1 and Stage 2 CEL 5D+ prior to conducting observations within the evaluation system.

8.4B. Each new to VPS certificated educator, including those utilizing the Non-Classroom Teacher evaluation form, must complete the six (6) hour CEL 5D+ Overview training during New Educator Training. An alternative date will be arranged for educators hired after New Educator Training.

8.4C. When District funding is available, each building will identify an educator to serve as a non-evaluative TPEP Coach. This coach will receive training prior to the August pre-duty days, paid at their respective hourly per diem rate from a funding source other than their Individual PD funds. This coach will also be paid up to six (6) hours of additional compensation at their respective hourly per diem rate from a funding source other than their Individual PD funds for in-building TPEP support during the school year.

8.4D. Each building will set aside up to 2 hours during pre-duty days in August to provide an explanatory presentation and appropriate discussion of evaluation processes, and student growth goals to all certificated educators. These training materials will be created by the Professional Learning (PL) department and shared with the Association by August 10th to allow for Association input in advance of presentation. The TPEP Coach and evaluators for each building will be responsible for presenting this training.

8.4E. Certificated educators will be notified within the first thirty (30) days of the beginning date of the school year (or date of hire) of the name of their evaluator and their type of evaluation for that school year.

i. Evaluation is the basic and primary responsibility of the building principal or central district administrator to whom a certificated person has been assigned. Any principal or other evaluator may request other certificated staff members to assist in the remedy of such identified deficiencies and in strict accordance with written improvement plans as have been specifically designed for an educator placed on probation. The summative evaluation responsibility is restricted to persons holding an administrative certificate and serving in that capacity with the District.

ii. An associate principal and/or another appropriate designated administrator may be assigned by the building principal or central district administrator to perform the evaluative process for designated members of the school's staff.

iii. For certificated employees assigned to specialized areas of instruction where program administrators are provided, the program administrator may assist in the evaluative process, giving special attention to the specialized knowledge and technique of the educator in their assigned area of instruction.

iv. Education Staff Associates (i.e., counselors, psychologists, occupational therapists, physical therapists, speech language pathologists, and nurses) will be evaluated using the Non-Classroom Teacher evaluation system.

v. Teacher Librarians will be evaluated using the Teacher Librarian evaluation system.

vi. Other non-classroom teachers who do not provide academically focused instruction to students will be evaluated using the non-classroom teacher evaluation system.

vii. Classroom teachers and any non-classroom teachers who provide academically-focused instruction to students, regardless of class size, will be evaluated using the CEL 5D+ evaluation system.

8.4F. Educators within their first three (3) years of employment with the District will complete a Comprehensive evaluation each of those three (3) years. Educators with two (2) years or more of prior Washington state experience, earning overall scores at a Level 2 (Basic) or higher each of those two (2) years, will complete a Comprehensive evaluation during their first year of employment with the District and may transition to a Focused evaluation their second year with the District.

8.4G. Educators on probation or who received an overall score of Level 1 (Unsatisfactory) or Level 2 (Basic) in the previous school year will complete a Comprehensive evaluation.

8.4H. All educators must complete at least one (1) Comprehensive evaluation every six (6) years. Evaluators or educators may also choose to conduct a Comprehensive evaluation at any time within that period.

8.4I. Any move from a Focused evaluation to a Comprehensive evaluation must be done in writing by December 15 of a given school year, including an explanation of the specific performance deficiencies noted by the evaluator in a post-observation meeting which warrant the move.

8.4J. Certificated employees will take the initiative in evaluation and professional development both in the self-assessment and in providing evaluation input. Mutual assessment and input to identify developmental needs and opportunities are essential to the evaluation process. By October 15, all certificated educators will complete a self-assessment, including an individual professional growth goal and a plan for the accomplishment of such a goal.

8.4K. All certificated educators will provide a Student Growth Goal (SGG) to the evaluator on or before the 90th student attendance day of the school year. Certificated educators may conduct more than one SGG cycle each year.

8.4L. Evaluators will share how observations will be scheduled (e.g. teacher-initiated and/or evaluator-initiated) to provide for the most effective evaluation process.

i. All certificated educators and other certificated staff shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties.

ii. Total observation time for each employee each year shall not be less than sixty (60) minutes.

iii. A pre or post observation conference may be requested by the evaluator or educator and the expectation is that the conference be held.

iv. Formal observations will not occur during the first or last week of school.

v. The evaluator and/or educator may initiate informal, unscheduled observations with or without pre- and post- observation conferences.

vi. Observations may include conversations and may include observation and conversations outside of instruction.

vii. Provisional employees will be observed at least once for thirty (30) minutes, within ninety (90) calendar days of employment and the preliminary evaluation report shall be submitted to the human resources department no later than one hundred five (105) days from the employee's beginning date of service.

viii. Educators in the third year of provisional status shall be observed at least three (3) times and the total observation time for the school year shall not be less than ninety (90) minutes. In the event the employee does not make sufficient progress toward improvement, they will be separated from service with the District as is provided in statute (RCW 28A.405.220).

8.4M. TPEP Coaches and evaluators will receive training in early January on scoring certificated evaluations and Student Growth Goals. If held outside of the contract day, TPEP Coaches will be paid at their respective hourly per diem rate from a funding source other than their Individual PD funds.

8.4N. Prior to the end of first semester, evaluators will meet with certificated educators for a mid-year review and provide a mid-year report with preliminary scores where available.

8.4O. All student growth goal cycles shall be completed no later than May 1 in order to provide time for reflective conversations and data analysis. Any changes to this timeline must be mutually agreed upon by evaluator and educator and documented in writing.

8.4P. All observations and any related post-conferences shall be completed no later than May 10 in order to allow time for summative end-of-year conferences. Any changes to this timeline must be mutually agreed upon by evaluator and educator and documented in writing.

8.4Q. TPEP Coaches and evaluators will meet at the end of the year to reflect on the TPEP process in preparation for the following year. If held outside of the contract day, TPEP Coaches will be paid at their respective hourly per diem rate from a funding source other than their Individual PD funds.

8.4R. By June 5, evaluators must electronically submit a draft summative evaluation report to the educators they evaluate in order to provide educators time to review and seek revision to any scores that misalign with collected evidence and/or practice prior to the final submission step of the evaluation process, as described immediately below. Any changes to this timeline must be mutually agreed upon by evaluator and educator and documented in writing.

8.4S. By June 15, all certificated educators must electronically submit their final summative evaluation within the eVal system. All non-classroom teacher paper evaluations must be submitted to the District by the evaluator no later than June 15.

Article 8.5 Student Growth Goal Process

Student growth is the change in student achievement between two points in time. The student growth process includes: setting goals for students, planning instruction and assessment and reflecting on student progress, including student input into the process. The focus is on educator reflection and using student growth data to improve instruction and student learning. Knowledge of student assets is part of goal setting. Emphasis is placed on responsive practice and authentic conversations. Beginning in the 2023-2024 school year, all educators who are evaluated using the CEL 5D+ system will use the Office of Superintendent of Public Instruction's (OSPI's) Final Revised Student Growth Rubrics.

8.5A. A Comprehensive evaluation will include growth goals from Criterion 3, 6, and 8.

8.5B. A Focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use the corresponding student growth rubric. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

8.5C. Student Growth goals, regardless of the type of evaluation, will be shared with the evaluator on or before the 90th student attendance day of the school year. To provide opportunity for educators to know their students and gather family input, student growth conferences between the evaluator and educator should take place after fall family conferences.

8.5D. To embed the use of student growth goals into the flow of instruction, a student goal cycle will typically be contained within a single, substantial unit of instruction typically four to six weeks in duration.

8.5E. At an educator's discretion, they may use the student growth goal-setting process more than once through the school year to improve their practice and show additional growth for evaluation purposes.

8.5F. Educators with a Distinguished summative rating and a Low student growth impact rating cannot be rated higher than Proficient.

Article 8.6 Observation Notes and Reporting

8.6A. Observation Notes and Observation Report: Observation notes are intended to capture detailed objective information for use in the evaluation process. Observation notes are mandated for use in evaluation conferences or at such time as the evaluator or employee deems a performance discussion to be appropriate. Observation notes must include:

i. Name of the observer/evaluator,

ii. Name of the educator being observed, and

iii. Date, time, and duration of the observation.

8.6B. Following an observation or series of observations, observation notes shall be provided to the educator in print or electronically within three (3) days after such a report is prepared. An observation report may include observation notes from a single observation or from a series of observations not exceeding three weeks in length. After a series of observations have been concluded, the evaluator will schedule a conference with the educator to review the observation report.

8.6C. Certificated employees have the right to provide evidence for any criterion to be scored.

8.6D. At the conclusion of each conference where printed Observation Notes or the Observation Report forms have been used, both the employee and the evaluator will sign the form indicating that the form represents a report of the information communicated at the conference. Signing or receiving the completed form electronically does not necessarily denote the employee's full concurrence with the evaluator's conclusion.

8.6E. If information is shared electronically, both the employee and evaluator will have access to the completed document. Signing or receiving the completed form electronically does not necessarily denote the employee's full concurrence with the evaluator's conclusions.

8.6F. Signed copies or electronic copies of each form may be retained by both the employee and the evaluator and will not be placed in the employee's personnel file. Observation notes are intended as working notes of the evaluator and the teacher for their exclusive use and should generally only be provided to the human resources department when that office is providing assistance to the evaluator or the employee in performance improvement or professional development planning.

8.6G. The Summative Evaluation Report is a formal and official summary evaluation based on a series of documented observations, critical incidents, supervisory reports, and consultations, which arise out of contracted performance. This report should reflect the previous discussions recorded on the appropriate forms. It is signed by both the employee and the evaluator and/or electronically received by the employee. A print or electronic copy will be provided or be accessible to the employee.

i. Signature does not denote concurrence, but rather that the report is an adequate statement of the substance of the final evaluation conference. Each Summative Evaluation Report shall be submitted to the human resources department for retention in the employee's personnel file. The employee will have the right to append to this form a pertinent rebuttal statement for the record. Such supplementary statements will be submitted to the human resources department within ten (10) working days of the final evaluation conference with a copy to be transmitted to the evaluator. The administrator of human resources may contact the parties in an effort to conciliate any differences toward establishing a more harmonious working relationship between the two (2) parties.

Article 8.7 Provisional educators moving to continuing contracts after the second year of provisional status

At the discretion of the District, provisional teachers educators may be moved to a continuing contract after the second year of provisional status. Educators with two (2) years or more of prior Washington state experience who earn an overall score at a Level 2 (Basic) or higher during their first year of provisional status with the District may be moved to a continuing contract.

Article 8.8 Probation

8.8A. Probation/provisional employees: Provisional employees shall be afforded procedures and safeguards similar to the above below except that requirement for a probable cause determination by the superintendent and a sixty (60) school-day probation period does not apply. Such employees will be:

i. Provided with written notice of their deficiencies by the superintendent/designee at any time that performance is deemed to be not satisfactory.

ii. Provided with a suggested specific and reasonable plan for improvement.

iii. Provided an opportunity to meet with the superintendent/designee and with an Association representative, at their option, to review the principal's report and the proposed improvement plan, and to provide input to the plan of improvement.

iv. With permission from the employee, notice of the employee's probationary status will also be provided to the Association.

8.8B. Probation/continuing employees

For all continuing employees, whose Comprehensive Summative Evaluation performance is judged overall basic (Level 2) or unsatisfactory (Level 1) twice any time during a three (3) year period, a report stating the probable cause(s) or reason(s) for probation will be submitted to the superintendent and a copy provided to the employee. With permission from the employee, notice of the employee's probationary status will also be provided to the Association. The principal or designated evaluation supervisor and the employee shall immediately attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the identified deficient areas. If the evaluator and employee are unable to agree upon a mutually acceptable plan of improvement, the evaluator shall prepare and deliver such plan to the employee. Such reports will include a recommended, specific, and reasonable program designed to assist the employee in improving their performance

If the superintendent concurs with the evaluator's judgment that the performance of the employee is not satisfactory, the superintendent shall place the employee in a probationary status at any time after October 15 and ending after sixty (60) school days. Prior to the superintendent's decision to invoke probationary status the employee may request a conference meeting to review the principal's report and the proposed improvement plan with the superintendent/designee for the District. The employee may, at their option, have a representative from the Association accompany them to the review conference meeting. On or before the beginning of the probation period, the employee shall be given written notice of the action of the superintendent, which notice shall contain the following information:

i. Specific areas of performance deficiencies.

ii. Suggested specific and reasonable program for improvement

iii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in their area(s) of deficiency.

Employees whose overall performance is considered as not meeting standard (i.e., unsatisfactory [Level 1]), shall be given written notification of the specific areas of deficiencies along with a reasonable program for improvement as required by RCW 28A.405.100.

8.8C. Evaluation during the probationary period for continuing employees

i. At or about the time of the delivery of a probationary letter, the principal or designated evaluation supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measure to be taken. When appropriate, the principal or designated evaluation supervisor may designate a certificated employee to assist the employee in improving their areas of deficiency, as is provided in the written improvement plan of the probation notice. The peer mentor will provide formative assistance only and will be free of any evaluation responsibility for continuation of the probationer's employment.

ii. During the probation period, the principal or designated evaluation supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The written evaluation of progress will be provided to the employee at the end of each month. Beginning with the probationary period, an employee may have an Association representative present during the twice monthly conferences concerning evaluation reports.

iii. The probationary employee must be removed from probation at any time if they have demonstrated improvement to the satisfaction of the principal or designated evaluation supervisor in those areas specifically detailed in the improvement program evaluation meetings.

An employee must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with more than five years of experience.

Article 8.9 Non Renewal

8.9A. **Recommendation for non-renewal**: In cases where recommendations for improvement are not effective and deficiencies are not corrected during the prescribed probationary period, by or before May 15, the evaluator will advise the employee of such a conclusion and of the fact that the evaluator must recommend that the employee's service contract not be renewed for the following year. Any District decision to non-renew an employee must be provided to the employee in writing on or before May 15.

8.9B. Reassignment options prior to non-renewal: Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

Article 8.10 Annual review of supporting evaluation documents

The District and Association will meet annually to review and make any agreed upon changes to the Frequently Asked Questions, Glossary of Terms, Year at a Glance, and other documents that support the certificated evaluations on the Certificated page of the District's intranet.

Article 8.11 Grievance, Dispute, Review and Representation

8.11A. Grievance procedure: The grievance procedure may be utilized through Step 3, Arbitration, to resolve a dispute that pertains to proper adherence to the procedures and timelines followed in the process of evaluating an employee.

8.11B. Dispute: A dispute pertaining to the validity or reasonableness of a conclusion, recommendation, or other subjective judgment regarding an employee's performance, which is noted on the final Summative Evaluation Report, will be limited to appeal through Step 2, the Grievance Adjustment Conference.

8.11C. Observation notes or summative evaluation review: This provision does not alter the opportunity for an employee to seek, through administrative channels, a review and/or a change of the contents of their Observation Notes or Summative Evaluation Report by a District level administrator(s). The review will be based on incomplete, inadequate information, or otherwise unsound basis of evaluation (i.e., personal prejudice, lack of knowledge about a specific area/job duties/language, etc.). The employee may request a change in the individual designated as evaluator on the same grounds as stated above.

8.11D. Representation: Association representation may be requested by the employee for any pre-or-post TPEP conference. If the employee requests representation, the evaluator may choose another administrator to attend as well.

CHAPTER 9 EMPLOYEE RIGHTS, PREROGATIVES, AND RESPONSIBILITIES

Article 9.1 The right to personal freedom

Private lives exempt from District scrutiny: The District and the Association recognize that the private life of an educator is not within the appropriate concern or attention of the District for purposes of judging their professional performance and competency, and continued employment status except as it may directly prevent the educator from properly performing their assigned functions during the workday.

When the District receives a public record or subpoena request for a current or former employee's personnel file(s), the District will make a reasonable effort to contact the employee, notify the employee of the request and the District's obligation to comply, and offer to provide the employee with an opportunity to review the released records with appropriate redacting. When practical and possible, and not otherwise legally constrained, the District will inform the employee of the foregoing prior to actual release of the information. The District agrees not to issue press releases or other public statements regarding the disciplinary action of a member of the Association's bargaining unit.

Article 9.2 Full citizenship rights

Educators will be entitled to full rights of citizenship, and no religious or political activities of any educator or the lack thereof will be grounds for adverse action with respect to the professional employment of the educator, providing such activities are not violation of law.

Article 9.3 The right to academic freedom and controversial issues

Parameters defined: Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, administrative inquiry, presentation and interpretation of facts and ideas concerning people, society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility and school district policies P2231 (Controversial Issues) and P2020 (Course Design).

These responsibilities include a commitment of democratic tradition, a concern for the welfare, growth, and development of children, and an insistence upon objective scholarship.

9.3A. In discussing controversial issues, the teacher will encourage courteous expression of all individual viewpoints and will try to ensure fair and equitable consideration of conflicting points of view.

9.3B. Students will be encouraged to withhold judgment until viewpoints and available information has been considered.

9.3C. In the presentation of all controversial issues, the teacher will make every effort to effect a balance of biases to ensure fair representation of divergent points of view and opportunity for students to research.

9.3D. The teacher will respect positions other than their own. The teacher may state their position, biases, or beliefs when requested by students, but should make every effort to differentiate between statements of opinion and statements of fact.

9.3E. Outside speakers on controversial topics may be used when available instructional materials or media resources are inadequate. Administrative approval must be obtained prior to scheduling any guest speaker. Such approval will be exercised in a manner consistent with the principles of free inquiry and expression. If, in the opinion of the administrator, the prestige or rhetoric of the speaker will result in unwarranted persuasion to one viewpoint, they may require that proponents of other viewpoints have a similar opportunity to be heard. The administrator may withhold approval when they have reason to believe that a speaker or their message would hinder or

disrupt the orderly functioning of the school. The teacher may request a written statement from the administrator specifying the reasons for withholding approval. It is recognized that the decision for denial of outside speaker requests rests with the superintendent/designee and appeals from the decision are limited to Step 2 of the grievance procedure (i.e., not subject to the arbitration procedure).

Article 9.4 Unauthorized surveillance prohibited

No mechanical or electronic device shall be installed by the District in any employee's work space without written consent from the employee.

Article 9.5 Public expression

The District and the Association recognize that employees have First Amendment rights to speak on matters of public concern without District censorship or discipline, consistent with the United States Supreme Court decision *Pickering v. Board of Education* and its progeny. When any such statements are made publicly, the employee is expected to refrain from knowingly misrepresenting or distorting facts and to make clear that their statements are personal opinions and do not represent any position or opinion of the District or any of its agents or representatives.

Article 9.6 Freedom of Association for purposes of employee-employer relations

9.6A. **Individual's right to participate in employee organizations**: The District and the Association recognize that every certificated employee shall have the right to freely organize, join, and support an employee organization of their choice for the purpose of professional improvement, engaging in negotiations, and other concerted activities for mutual aid and protection except where specifically limited by this Agreement. The District will not directly or indirectly discourage, deprive, or coerce, any certificated employee in the enjoyment of any rights conferred or protected by the statues.

9.6B. **Association membership activities protected:** The District will not discriminate against any certificated employee with respect to any terms or conditions of employment by reason of their membership in the Association, their participation in any grievance complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Article 9.7 Equitable Treatment

9.7A. The District and the Association shall adhere to a policy of not discriminating against any employee on the basis of race, creed, color, national origin, language, sex, gender identity or expression, sexual orientation, family, domicile, marital status, age, disability status, or membership in an employee organization.

9.7B. Employees have the right to an equitable, discrimination-free and harassment-free workplace in which the District works actively to dismantle barriers to equitable outcomes, upholds the dignity and humanity of each employee in their working environment, and supports each employee's efforts to provide an equitable education to the students they serve.

Article 9.8 Administrative discipline procedures

9.8A. Just Cause

Disciplinary action may be taken against employees for just cause. "Just cause" requires the following elements at a minimum:

i. The rule, policy, or standard of conduct—and possible consequences for violation—must have been made known to, or should have been known by, the employee.

ii. The rule, policy, or standard of conduct must be reasonably related to effective operations, consistently enforced, and the employer must dispose of violations even-handedly across all employees.

iii. Prior to any discipline being issued, the employee must have received due process appropriate to the severity of the allegations and the discipline being contemplated, including the benefit of a fair and reasonably thorough investigation.

iv. The employer must obtain substantial proof that the employee committed the alleged misconduct.

v. The penalty issued must be consonant with principles of progressive discipline and give due consideration to mitigating factors or extenuating circumstances.

9.8B. Due Process

All employees are entitled to basic industrial due process rights, including, but not necessarily limited to:

i. The right to union representation and assistance in any meeting which could reasonably be used to obtain evidence supporting disciplinary action against the employee;

ii. The right to consultation with union-designated representation prior to or during any such meeting;

iii. The right to know the general description of the matter to be discussed prior to any such meeting;

iv. The right to give a full and cogent presentation of the employee's view of the matter, including mitigating factors and extenuating circumstances; and

v. The right to timely issued discipline with a precise statement of the alleged misconduct.

9.8C. Paid Administrative Leave

In unusual situations where it is necessary to protect the interests of the employee, their colleagues and/or students, or the District, an employee may be placed on paid administrative leave pending the outcome of an investigation. Placement on paid administrative leave is neither disciplinary action nor evidence of misconduct. When an employee is placed on paid administrative leave, the District will make every effort to conclude its investigation in a timely manner and to return the employee to their duties.

9.8D. Letters of Expectation

An employee's immediate supervisor or other appropriate administrator may elect to issue a Letter of Expectation in order to counsel an employee in matters that do not rise to the level of discipline. A Letter of Expectation is not a finding of misconduct; it is solely for the benefit of the employee and is exclusively advisory—not disciplinary—in nature. Such documentation shall be maintained in the building file for the employee.

9.8E. Progressive Discipline

The purpose of disciplinary action is not punitive, rather, it is to correct inappropriate conduct without resort to termination or dismissal. Progressive discipline will be implemented generally under the following table:

Step	Method of Delivery	Retention Location
Warning	Verbal (with documentation) or in writing	Building file only
Reprimand		Personnel file
Suspension Without Pay	During a meeting	
Termination		

In some cases, strict adherence to progressive discipline may not be necessary.

9.8F. Election of Remedies

An employee may challenge a termination for just cause by filing a grievance as provided in this Agreement and/or a request for statutory hearing as provided in RCW 28A.405.310. However, in the event of a written notice of submission to arbitration pursuant to Article 5.7B of this Agreement, the affected employee shall be deemed to have waived any further proceedings under RCW 28A.405.310.

Article 9.9 Right of knowledge and access to personnel files, materials, and information

Rights of access to all materials and information in personnel file: Certificated employees or former certificated employees shall, upon request, have the right during regular District business hours to inspect all contents of their complete personnel file kept within the District. Upon request a copy at District expense of any documents contained therein shall be provided to the employee. No secret, alternate, or other personnel file shall be kept anywhere in the District, except that all records of grievance and discipline will be maintained in a separate master grievance or discipline file specifically organized for that purpose.

Building level files: Supervisors may retain pertinent records about events that involve employees, providing that the employees shall have access to such file at any time. The certificated employee may request copies of any document in the file and may submit a rebuttal statement for attachment to any document in the file.

The teacher may also request that any documents that are three (3) years old or older be destroyed. The materials will be removed unless the supervisor believes there is a specific reason or legal purpose for continued retention of the materials in the file. Should the decision be made to retain the materials despite employee disagreement, the principal will forward the materials to the human resources department for review and final decision.

Article 9.10 Right of counsel in making file reviews

At the request of the individual educator, other persons of their own choosing may be present with them in reviewing their personnel file. If an educator is unable to be present, a notarized written permission and authorization for a designee to review the contents of the file may be made.

Article 9.11 Usual minimum contents of personnel file

Each certificated employee's personnel file shall contain the following minimum items of information:

- Professional certification for positions held or desired
- All formal evaluation reports with rebuttal statements attached, if any. (Classroom/Professional Activities Observation notes may not be included in the personnel file)
- Basic contracts
- Transcripts of academic records
- Copies of all letters, if any, sent to other districts, persons, or agencies regarding the employee
- Letters of commendation, honors, etc.

- Most recent filed home and forwarding address(es)

Article 9.12 Derogatory materials in personnel file

No evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and the opportunity to attach their own comments or the right to have it reviewed at a fair hearing and removed if warranted.

Notification required and rebuttal allowed proper receipt procedure – Annual clearing of derogatory materials: Derogatory material must be shown to a certificated employee within ten (10) days after receipt or composition (if originating within the District office), and must be certified as seen via a dated employee signature or documented as to the employee's refusal to sign. Any derogatory material lacking proper receipt of employee notification shall not be allowed as evidence in any non-renewal proceeding or other District hearings. Any derogatory statement from a nonprofessional source will routinely be removed and destroyed twelve (12) months following date of receipt in the human resources department unless it is a current, relevant, and important part of an immediate or possible non-renewal or other discipline hearing proceedings.

Article 9.13 Mutual respect and courtesy

9.13A. When employees have strong differences of opinion between and among themselves it is expected that such differences should be approached through rational discussions held among and limited to only the "parties of interest." All employees are expected to refrain from use of critical and invective expression of each other in the presence of the public (i.e., students, other employees, and citizens) in semi-public places such as faculty lounges, hallways, etc.

9.13B. Administrators critical of employees: Administrators will discuss issues relating to employee performance and conduct in private with only those Association representatives and other witnesses as requested or necessary to the process to be in attendance. A letter of expectation, warning, reprimand, or other evaluative memoranda of a teacher's performance is not to be made available to a parent or other general citizenry except as may be required by the law of the State of Washington or by procedures of a formal hearing conducted by the District or by a court order.

9.13C. Employees critical of administrators: An employee with a complaint regarding an individual administrator will discuss the complaint with the administrator in private and with the right to a union representative.

9.13D. Employees critical of employees: A teacher with a complaint about another employee(s) (teacher, supervisor, paraeducator, etc.) should first try to resolve the difference between and amongst themselves in a private conversation. If that does not resolve the problem, any employee may request an appropriate building administrator to conduct a private restorative conference with all parties of concern in accordance with the District's staff conflict resolution policy (5800P).

Article 9.14 Suspected criminal activity

9.14A. When suspected criminal activity of an employee is under investigation by law enforcement authorities the District's investigation will be suspended until it receives notification from the office of the law enforcement agency that the District may proceed with its investigation.

9.14B. The employee will be informed in strictest confidence by the District at the earliest reasonable time when notified that an investigation is or will soon be under way by a law enforcement agency and that the employee should retain the service of an attorney and/or contact the Association office unless otherwise requested by the law enforcement agency.

Article 9.15 Resignations

Resignations must be submitted in writing. When an employee submits their resignation, they will have three (3) workdays to rescind the resignation, after which the resignation becomes final.

CHAPTER 10 GENERAL CONDITIONS OF EMPLOYMENT

Article 10.1 Calendar of service days

The calendar(s) of service days covered by this Agreement will be established by the Board consistent with Policy 2220 and made a part hereof.

Article 10.2 Emergency adjustment of calendar for weather and make-up days

10.2A. The calendar of service days will not be altered without prior notice and mutually bargained agreement with the Association, except in emergency situations. In emergency situations, bargaining will commence as soon as possible. Whenever in the opinion of the superintendent/designee the conditions of inclement weather or other conditions exist which may constitute a real and present hazard to the health and safety of students or employees because of their required attendance at a school on a regular school day or teacher duty day, the superintendent may suspend the service day(s) or alter the hours of a service day(s) until such time as the hazardous conditions cease to exist.

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 March, April, January and June. A snow make-up day shall not be utilized when a snow day occurs within five (5) school days prior.

10.2C. **Delayed day reporting time:** Whenever the superintendent delays the reporting time of students to keep school buses out of the morning rush hour traffic during especially inclement weather, employees will be expected to report to their assigned buildings at their usual starting times or as reasonably near thereto as is consistent with their safety and in no case later than thirty (30) minutes prior to the opening of school for students.

10.2D. Emergency situations will also include provision for early departure when the District has determined that students must be dismissed early due to an emergent crisis. Such early departure may be authorized by the superintendent. Staff members will be released collectively or individually as appropriate as soon as practical after the release of students and after assuring that adequate supervision exists until all students have departed.

Article 10.3 Calendar of service days

The following guidelines will be utilized in developing a calendar of service days for certificated staff covered by the Agreement:

10.3A. **Opening and closing date:** The school board sets the opening and closing date for student attendance in accordance with RCW 28A.330.100 (7). The first student day should normally be scheduled not later than September 5.

10.3B. **Pre-duty day**: The pre-duty and semester break days will now be a part of TRI. Teachers will be responsible for the activities normally completed during those days (refer to Article 12.4A)

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.

10.3D. **Thanksgiving**: There will be a three (3) day Thanksgiving vacation period.

10.3E. **Winter holiday**: A winter holiday between December 25 and January 1 inclusive with additional days before or after that period. Actual days should be aligned whenever possible with neighboring school districts.

10.3F. **Spring holiday**: A spring holiday of five (5) consecutive weekdays approximately halfway between the winter holiday and the last day of school, the last week of March or the first week of April receiving first consideration. The choice of weeks should be aligned whenever possible with neighboring school districts.

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 March, April, January, 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.

10.3H. The last two (2) days of the school year will be two (2) hour early release.

Article 10.4 General provisions applicable to all certificated employees

This Article and the following Articles (through Article 10.15) form a hierarchy. In the event of ambiguity or conflict between similar provisions in several Articles, provisions from job-specific Articles shall overrule provisions from site-specific Articles, and provisions from either shall overrule the general provisions of this Article.

10.4A. **Work year:** The basic contract work year shall be 180 days.

10.4B. **Work week and work day:** The standard work week for a 1.0 FTE employee is eight (8) hours per day, five (5) days per week. The start time and end time of each employee's workday shall be determined as the employee's immediate supervisor deems most appropriate to the effective performance of the employee's duties. The start time and end time of an employee's workday shall not be altered in the middle of the school year except:

i. To accommodate scheduling of family conferences;

ii. On Fridays, days immediately preceding holidays, and days when the employee is returning to school in the evening, in which case the employee may depart campus at the close of the student day;

iii. Due to a temporary emergency;

iv. By mutual consent of the employee and supervisor.

10.4C. **Duty-free lunch:** Certificated employees shall have a daily duty-free lunch of 30 minutes not including passing. A supervisor may not preempt an employee's duty-free lunch except in the case of an emergency.

10.4D. **Time on site:** On days not reserved for meetings, certificated employees may perform their duties for up to 30 minutes of the standard 8-hour workday at a location of their choosing. Certificated employees assigned to work at sites with students may be required to be physically

present at their work sites for at least 30 minutes before the start of the student day and at least 30 minutes after the end of the student day.

10.4E. **Checking in and out:** Certificated employees shall not be required to check in at the beginning of their duty day or out at the conclusion of their duty day by hours and minutes but shall be required by a supervisor to indicate their presence or departure from the school premises during the workday.

10.4F. **Building access:** In order to permit freedom of access both during and after regular school hours, all teachers will have access to the faculty lounge, work areas, and interior hallways of their school. Subject to reasonable regulations to ensure security of the building, all teachers will have building access through an outside door to their area of the building during non-school hours.

10.4G. **Preemption of Planning Time:** A principal or other appropriate supervisor will make every reasonable effort to not involuntarily preempt a certificated employee's planning time within the student day more than two times per week. When planning time within the student day is preempted or lost, the affected employee(s) shall receive compensation at their hourly per diem rate prorated to the length of the planning time lost. Principals will make every effort to prevent inequities in the loss of planning time.

10.4H. **Staff professional development meetings:** ~~One hour~~Up to three (3) hours per month within the standard workday on Wednesdays, or an alternate day of week as agreed to by SBLT, is reserved for building-based staff professional development meetings determined by the principal. These meetings should be collaborative between building administration, Association representatives, and the Site-Based Leadership Team and shall conclude before the end of the workday. Each such meeting time immediately preceding either the end of a grading period or fall conference week shall instead be reserved for employee-directed activities.

Commented [GP4]: Per reopener negotiations TA, 8/12/26

10.4I. Class size/caseload limits: All rostered students for an employee will count towards that employee's class size or caseload. Class sizes or caseloads in excess of the limits specified in this Chapter from October to May will result in overload pay under the following parameters:

i. Actual class sizes and caseloads will be recorded on the tenth day of school, and on the first day of school of each month thereafter. Class size and case load records will be made available to the SBLT co-chairs and VEA building representatives at each site, and district-wide records will be made available to the Association as quickly as possible following the completion of each monthly report.

ii. In the event an overloaded class size or caseload is recorded, the building principal or other appropriate administrator will meet with the SBLT co-chairs and VEA building representatives to discuss potential strategies for mitigating any overloads (i.e., a class size or case load in excess of the limits prescribed by this chapter) that may be in effect. The decision of which strategies to implement, if any, rests with the District.

iii. Accumulated overload payments will be distributed in each monthly paycheck.

10.4J. **Student supervision:** The District requirement for supervision and participation of teacher in-student day activities (e.g., assemblies) is to assure safety of students and to build student-teacher relationships. Individual building administrators, in conjunction with the site-based process must determine which activities are appropriate to be mandatory for all certificated employees, and which require only the necessary number of employees to provide adequate supervision. Learning Support and Specialized Program Teachers shall be excused from these supervision duties outside of their caseload; they may still participate in some supervision of students outside of their caseload, but at their own discretion.

10.4K. **Substitute/coverage duties:** When substitute teachers are unavailable the following provisions apply:

i. Principals work with SBLT and building representatives to collaboratively develop a rotating coverage schedule or protocol no later than September 15 of each school year. Once developed, a proposed rotating coverage schedule or protocol will be jointly presented to the certificated staff in order to solicit staff input. A final rotating coverage schedule, incorporating staff input, shall be published and implemented no later than October 1 of each school year. When substitute teachers are unavailable, building principals will adhere to the rotation schedule or protocol. The rotating coverage schedule must treat all certificated staff in the building on an equitable basis.

ii. Teachers who are employed .5 or less may be requested, but not required, to substitute the remainder of the day at their hourly per diem rate.

iii. Teachers who are employed more than .5 and less than 1.0, who cover a planning period will be paid at the employees' hourly per diem rate for the length of the class covered. Teachers in this category who choose to substitute for more than one (1) planning period will be paid at the substitute rate of pay (either full or half day). They may not combine the employees' hourly per diem rate with pay at the half or full day substitute rate.

iv. For situations in which a teacher must "double up" to cover an absent teacher's class, the teacher shall receive compensation at their hourly per diem rate. The District and building principal have an obligation to make every possible effort to employ a substitute teacher or take other action to avoid the need for doubling up.

v. Non-classroom teachers who are required to substitute will be paid at the substitute hourly rate of pay for the duration of the classroom time.

10.4L. **Safe workplace~~:~~**

Commented [GP5]: Per reopener negotiations TA, 3/4/26

i. Employees have the right to a safe working environment, free of physical, environmental, and other hazards. When an employee observes conditions that they believe would pose a significant environmental or health hazard, they shall give written notice of the condition to their supervisor. The District will, without delay, investigate ~~situations or conditions that are considered to be~~ the concern. If the district determines there is a condition that poses a significant environmental or health hazard, they will offer the employee another comparable workspace or an alternative means of avoiding the unsafe ~~or unhealthy.~~condition while it is being investigated and remediated. The District ~~safety officer will investigate allegations of unsafe situations or conditions and~~ will make recommendations for correction ~~to~~in accordance with the Washington Industrial Safety and Health Act agency standards, if they are warranted. ~~Staff members should outline the unsafe situation or condition~~ The District shall provide the reporting employee, their immediate supervisor, and the Association with the outcome of its investigation as soon as practical. If the investigation takes longer than two (2) weeks, the reporting employee, their immediate supervisor, and/or the Association shall be provided, upon request, an update on the progress of the investigation every two (2) weeks.

ii. When an employee personally observes conditions on school property that pose an elevated risk to the safety of students or staff for reasons not addressed in 10.4L.i., the employee or their Association representative shall give written notice of the condition to their supervisor along with their recommendation(s) for how to address and resolve the safety concerns in question. Administration will respond to the concerns within five (5) days in writing ~~and process it through their~~ . The administrator and reporting individual(s) may collaborate on a

solution and/or bring the concern to the building ~~principal or supervisor who will then forward it to the District safety officer for action.~~Safety Committee.

iii. The District and VEA shall mutually develop a form to be used for reporting concerns described in this section.

iv. Each building will have a Safety Committee as required by WAC 296-800-13020.

a. The committee shall be composed of employee-elected and employer-selected members in alignment with the WAC. The committee must include at least one (1) member from within the VEA bargaining unit, elected no later than September 15 of each year.

b. The Safety Committee shall meet at least once per month, at a time determined by the committee members, for no longer than one (1) hour. The first meeting shall occur no later than the last school day of September.

~~a.~~c. The Safety Committee shall keep minutes at each of their meetings as outlined in the WAC. Meeting minutes shall be retained for a minimum of five (5) years.

10.4M. **Personal devices:** No employee will be expected or required to use their personal cellular phone or other device to conduct District business.

10.4N. **Teaching Station:** No teacher will be required to "float" unless there are fewer spaces that can be used as classrooms at their worksite than there are teachers who need to occupy them. In cases where a teacher is required to float, every effort will be made to limit the number of spaces utilized by the teacher to two (2).

10.4O. **Responsibility for equipment**: Employees are expected to exercise reasonable care in using and securing district equipment entrusted to them. No employee will be held financially liable for loss, damage, theft, etc., of any district-provided equipment that may occur through the performance of the employee's job duties unless it is evident the employee was grossly negligent.

10.4P. **Workload mitigation:** Any employee with a reasonable concern that their workload is or has become excessive relative to their job duties and FTE may request a review with their immediate supervisor. The employee may have union representation in any meeting which may occur as part of this review. The supervisor's decision regarding any workload adjustments shall not form the basis of a grievance. Nothing in this section will be construed as waiving the right of VEA to demand negotiations over changes in working conditions or their impacts.

10.4Q. Conferences

The dedicated conference times in this section shall apply only to the 2024-25 school year. Starting in 2025-26 family conference time will be as outlined in Article 12.16.

i. The District shall schedule three (3) early release days in October and two (2) early release days in March for the purpose of holding conferences. These days shall be scheduled on a Wednesday, Thursday and a Friday in October and Thursday and Friday in March.

ii. Certificated employees may leave as soon as conferences are complete. If an employee is not responsible for holding conferences, they may leave at the end of their contract day.

iii. Conferences shall be scheduled at an educator's discretion or a building schedule should be voted upon using the process outlined in Article 15.4.

10.4R. **Open campus:** A teacher shall be permitted to leave the work site during their lunch period subject to reasonable requirements for notifying the office on their departure and return. A teacher may be permitted to leave the work site during their preparation period with permission from the building principal or their designee.

Article 10.5 Specific provisions for employees assigned to elementary schools

10.5A. **School day student supervision to be minimal:** Every reasonable effort will be made to not require an employee assigned to an elementary school to be responsible for the traffic safety patrol, the supervision of cafeteria and playground, or supervision before or after school. Learning Support and Specialized Program Teachers shall be excused from any supervision of students; they may still participate in supervision at their own discretion. Student supervision shall not be required beyond 15 minutes after the end of the student day on a regular basis.

10.5B. **Elementary relief break**: Employees shall be provided a daily mid-morning and/or mid-afternoon fifteen (15) minute relief period.

10.5C. The District agrees to provide each grade K-5 classroom teacher a minimum average per five-day week of one hundred sixty (160) minutes of planning time in four (4), forty (40) minute blocks of teacher release time.

10.5D. Class size

	K (Base/Maximum)	1-3 (Base/Maximum)	4-5 (Base/Maximum)
2024-25	22/24	23/25	26/28
2025-26	20/22	22/24	26/28
2026-27	20/22	22/24	25/27

i. Should a class within a grade level at a school exceed the base class size the impacted teacher shall receive overload pay at $6.00 per student per day.

ii. Should a class exceed the maximum class size by one (1) or more, a new section will be created when practical. The impacted teacher will receive overload relief as outlined above, plus $9.00 per student per day for each student above the maximum class size until a new section is created.

iii. Combination classes shall be implemented in alignment with 10.5E.

iv. Students who receive instruction in both Specialized Programs and general education classrooms will count towards the class size of the general education classroom.

10.5E. Combination classrooms

i. A combination classroom refers to students in adjacent grades receiving instruction concurrently in the same space to mitigate an overload situation at the site. Based on unique assessment needs, only 1/2, 2/3, 3/4, and 4/5 combination classrooms are permitted. Every effort will be made to avoid creating combination classrooms. Before a combination classroom is created, the rationale for its creation or proposal and for the rejection of alternative means of mitigating overload situations will be addressed with affected staff and Association building representatives.

ii. The creation of a combination classroom shall not have the effect of creating a disproportionate need for specialized services between the combination classroom and classrooms serving students of each of the combined grades individually.

iii. Before creating a combination classroom, the principal will first solicit volunteers to accept a larger class size to avoid the need to create one. If there are no volunteers to accept a larger class size, the principal will then solicit volunteers to teach in a combination classroom. If there are no volunteers to teach the combination classroom, the principal will assign an employee to teach the combination classroom subject to the provisions of Article 7.4B, provided that no employee will be required to teach a combination class in consecutive years.

iv. Prior to placing a student in a combination classroom, the principal will seek input from any special or general education teacher(s) who taught a student in the preceding school year, and a school counselor familiar with the student regarding their ability to succeed socially, emotionally, and academically in a combination classroom environment.

v. In conducting an evaluation of a teacher of a combination classroom, the evaluator will take into account the particular difficulties of the assignment.

vi. Class sizes in any combination classroom will be at least three less students than class size limits for the lower grade level in the class.

Article 10.6 Specific provisions for employees assigned to secondary schools

10.6A. At least one (1) period each day shall be provided as planning time. Details will be determined by the building administrator in collaboration with the Site Based Leadership Team when an alternative building schedule is created.

10.6B. Class size

i. **Middle school:** With the exception of teachers who teach music ensemble (e.g., band, orchestra, and choral groups) and physical education, classrooms shall average no more than twenty-eight (28) students in a seven (7) period day (168 total students), or twenty-nine (29) students in a six (6) period day (145 total students). Every reasonable effort will be made to avoid classes of over 30 students.

a. If a teacher is required to teach two (2) or more periods per day in excess of thirty (30) students any students above the thirtieth (30^{th}) in any classes shall be considered overload and additive to any aggregate overload count the teacher is entitled to under paragraph iv below.

b. Physical education sections shall average no more than thirty-three (33) students (198 total students).

c. Music ensemble sections shall average no more than thirty-five (35) students (210 total students).

ii. **High school, VSAA, and iTech:** With the exception of teachers who teach music ensemble (e.g., band, orchestra, and choral groups) and physical education, classrooms shall average no more than thirty (30) students (150 total students for high school or 180 total students at VSAA/iTech). Every reasonable effort will be made to avoid classes of over 32 students.

a. If a teacher is required to teach two (2) or more periods per day in excess of thirty-two (32) students any students above the thirty-second (32nd) in any classes shall be considered overload and additive to any aggregate overload count the teacher is entitled to under paragraph iv below.

b. Physical education sections shall average no more than thirty-eight (38) students (190 students).

c. Music ensemble sections shall average no more than thirty-eight (38) students (190 students).

iii. **Safety review:** For High School Science and iTech Lab classes over thirty-one (31) students per period, middle school PE classes over thirty-three (33) students per period, and high school PE classes over thirty-eight (38) students per period, a safety review shall be conducted. The safety review shall be conducted by the administrator with the teacher and a VEA building representative.

iv. **Aggregate Overload:** A middle or high school teacher whose aggregate student count is in excess of the relevant limit specified above will receive overload pay of $5 per student per day.

10.6C. **Course prep considerations:** Every reasonable effort will be made to keep the number of subject fields and different curriculum course preparations for a secondary (6-12) teacher's assignment to a minimum.

i. A normal teaching assignment requires no more than three (3) preparations, excluding advocacy/advisory/intervention. A preparation is defined as a curriculum description/course number. Additionally, the District will make every reasonable effort not to assign course preparations in more than two (2) different subject fields (e.g. English, math, history, science, foreign language, PE, electives). A single preparation schedule is allowed.

ii. When involuntary expanded assignments are necessary, the appropriate supervisor will discuss the circumstances and reasons for expanded assignments with the staff members involved and the affected employee shall receive eight (8) hours of supplemental compensation for each course preparation over three (3) per semester (6-12).

10.6D. **Secondary recording and submitting grades:** For formal grade reporting middle and high school teachers will not be required to make written evaluations more than four (4) times each semester. Middle and high school teachers will provide written evaluations for students at the time of end of quarter and end of semester reporting; they will only provide written evaluations for students failing or in danger of failing at the time of each quarter progress. Secondary teachers, or any teacher utilizing data processing procedures for reporting to parents, will be allowed a total of five (5) working days following the end of the designated report period to record and to submit report sheets to the building administrator's office. Additionally, for the mid-year and final report period, a full or one-half (1/2) non-student attendance duty day will be provided for that purpose. All grade reporting procedures prescribed by the District shall be designed to avoid requiring teachers to work weekends to complete the task to meet the District-set deadlines.

10.6E. Intervention periods will be held weekly for a minimum of thirty (30) minutes in middle schools and sixty (60) minutes in high schools. The purposes of intervention periods will be determined by the faculty at each site and may include Social-Emotional Learning (SEL), academic intervention, community building, etc. Part-time employees whose duty day is extended through an intervention period will have their contracts adjusted or will be issued a supplemental contract to reflect such additional work hours.

10.6F. Teachers with laboratory preparations will have flexibility wherever possible to vary laboratories by period and day of the week to avoid excessive laboratory preparations in any given day. Teachers may elect to have multiple laboratory periods in one day even if the opportunity to vary the periods is available.

Article 10.7 Specific Provisions for Employees in alternative programs

10.7A. For purposes of this Chapter, employees in alternative programs responsible for delivering instruction to elementary-aged students will be considered *employees assigned to elementary schools*, and those responsible for delivering instruction to secondary-aged students will be considered *employees assigned to secondary schools*.

10.7B. Due to the rapidly evolving student needs and tools available to serve students in these alternative programs, class sizes and/or caseloads per teacher shall be reviewed by May 15th of each year for the ensuing school year. The principal will communicate the expectations for direct

contact with students, availability of supporting curricular materials and baseline abilities of students.

10.7C. When a decision is made to create, significantly modify, or eliminate any Alternative Learning Environment (ALE) programs, the Association and the District will hold a consultation meeting to review the program changes and rationale(s) for making the changes as quickly as possible. Nothing in this section will be construed as waiving the right of the Association to demand negotiations over changes in working conditions or their impacts.

Article 10.8 Specific Provisions for Itinerant Employees

10.8A. Every effort will be made to minimize the number of itinerant employees. In cases where an itinerant assignment is necessary, any gaps between the daily, initial reporting time and last district-scheduled time in the employee's schedule during the workday will be considered time worked. In the event this makes the itinerant employee's workday longer than eight (8) hours, they will be compensated through either payment at their hourly per diem rate or an equivalent increase in FTE.

10.8B. In order to carry out their job responsibilities in each building, itinerant staff shall be provided adequate facilities, workspaces, and equipment.

10.8C. Program supervisors and/or principals shall annually meet with all itinerants assigned to serve students at multiple worksites and with ESAs. The purpose shall be to provide itinerants adequate facilities, workspaces, and equipment to carry out their job responsibilities. Every reasonable effort shall be made to have this meeting completed prior to June 1 or within thirty (30) days of hire. If the parties are unable to reach a reasonable agreement/plan, the program supervisor and/or principal shall contact the supervisor of facilities who shall explore alternatives and recommendations to address the short-term and long-term needs of those itinerants with facilities/workspace/equipment concerns. Proposed alternatives and recommendations shall be submitted to the program supervisor and/or principal, the employee, and the Association office prior to the last day of school or within forty-five (45) days of hire.

Article 10.9 Specific Provisions for Teacher Librarians

10.9A. **Proper use of teacher librarians:** The District and the Association acknowledge that teacher librarians have been employed and assigned to schools on the basis of their specialized training to carry out specified responsibilities in adopted District programs. Every reasonable effort will be made by the building administrators to utilize these specialists within their preparation and job descriptions. Teacher Librarians with proper certification may be called to share emergency substitute services and other tasks outside their normal assigned duties on the same basis as members of the certificated staff.

10.9B. In order to provide time to complete library management duties, Teacher Librarians will not be required to deliver lessons during the first ten (10) instructional days and last ten (10) instructional days of the academic year.

10.9C. Staffing ratio: Each school shall be staffed, minimally, by a 0.5 FTE Teacher Librarian.

10.9D. Teacher-Librarian(s) shall curate and manage a media collection at the school that reflects and is inclusive of diverse identities, includes contributions by authors and other creators from diverse identities, and supports students' sense of belonging. The Board and District will support Teacher-Librarians in their efforts to carry out this responsibility and other responsibilities described in Board Policy 2021 and Procedure 2021P.

Article 10.10 Specific Provisions for Visual and Performing Arts (VaPa) teachers

10.10A. The minimum planning time provisions of Article 10.5C and Article 10.6A shall apply to all VaPa educators respectively based on the school(s) they are serving.

10.10B. Elementary VaPa educators shall not be required to teach more than seven (7) sections in a single day, or more than thirty-five (35) sections in a single week. If a VaPa educator is assigned to teach four (4) or more consecutive sections without a break of at least fifteen (15) minutes, then they will receive a supplemental contract equal to three days' substitute pay for the year.

10.10C. For VaPa educators who are assigned to more than one school, every reasonable effort will be made to provide planning time at each school.

10.10D. VaPa educators shall not be required to double up from existing basic education classes. The class composition shall be comparable to that of the basic education teacher sending the students.

10.10E. Secondary VaPa teachers shall be awarded overload remedy consistent with Article 10.6B.

10.10F. VaPa teachers whose assignments entail teaching at both elementary and secondary levels shall be awarded overload remedy in proportion to their FTE assignment at the elementary and secondary levels.

Article 10.11 Specific Provisions for Specialists (including LAP teachers and Coaches)

10.11A. Every effort will be made to avoid using Specialists as classroom substitutes or to perform bus, lunch, or recess duties.

10.11B. The District will provide initial assessment screening for new-to-district English-language learners (e.g., through the Welcome Center) prior to their placement in a school whenever possible, or as soon as possible thereafter.

10.11C. When a Language Development Specialist is responsible for providing WIDA testing for more than 100 students at a site, the District will provide additional support.

10.11D. The District will provide ongoing training and resources on initiatives, processes and best practices for supporting Academic Language Development in the classroom.

Article 10.12 Specific Provisions for Special Educators

Commented [GP6]: Per reopener negotiations TA, 5/6/26, except as otherwise noted

10.12A. Student Staffing Ratios – Specialized Programs

i. Specialized Program Classroom: A classroom with a smaller class size and paraprofessionals working under the guidance of a special education teacher established for the purpose of delivering specially designed instruction to meet the individual needs of students with disabilities (as determined by their IEP team) and to prepare them with skills needed to succeed in a less restrictive environment. Types of Specialized Program classrooms include:

   a. **Integrated Social Emotional Program** (K-12): provide special education services for up to ten (10) students and will be staffed with 1.0 certificated FTE and two (2) 6.5 hour paraeducators.

   b. **Separate Day School (K-12):** Classrooms of up to ten (10) students will be staffed with 1.0 cert FTE and two (2) 6.5 hour paraeducators.

   c. **Life Skills (K-5):** Life Skills programs provide special education services for up to ten (10) students and will be staffed with 1.0 cert FTE and two (2) 6.5 hour paraeducators.

d. **Life Skills (6-12):** Life Skills programs provide special education services for up to twelve (12) students and will be staffed with 1.0 cert FTE and two (2) 6.5 hour paraeducators.

e. **Intensive Academic Centers (6-12)**: IAC programs provide special education services for up to fifteen (15) secondary-level students and will be staffed with 1.0 certificated FTE and two (2) 6.5 hour paraprofessionals.

f. **Integrated Communication and Sensory Program (K-12):** Integrated Communication and Sensory Programs provide special education services for up to twelve (12) students and will be staffed with 1.0 certificated FTE and two (2) 6.5 hour paraeducators.

g. **Gateway to Adult Transition Education (GATE) (18-22):** Programs up to fifteen (15) students will be staffed with 1.0 certificated FTE and ~~two (2)~~three (3) 6 hour paraeducators.

h. **Special Education Preschool:** Early childhood special education provides specially designed instruction to meet the individual needs of students ages three to five. 1.0 cert FTE and two (2) 6.5 hour paraeducators for up to eighteen (18) students with a maximum of ten (10) students in any individual session.

i. **Inclusive Preschool:** Early childhood special education provides specially designed instruction to meet the individual needs of students ages three to five. Two (2) teachers and two (2) 6.5 hour paraeducators for up to eighteen (18) students per session (9 students with IEPs and 9 without).

j. **Deaf/Hard of Hearing:** Staff allocation for the deaf/hard of hearing program is based upon the severity of the served population and number as follows: 1.0 cert FTE, for up to twenty (20) students.

ii. Learning Support

a. **Elementary Allocations**

~~Students~~	~~Cert FTE~~	~~Para Hrs.~~	~~Overload Tier~~
~~1-6~~	~~0.5~~	~~0~~	~~n/a~~
~~7-10~~	~~0.5~~	~~0~~	~~1~~
~~11-14~~	~~1~~	~~0~~	~~n/a~~
~~15-18~~	~~1~~	~~6.5~~	~~n/a~~
~~19-22~~	~~1~~	~~6.5~~	~~1~~
~~23-26~~	~~1~~	~~6.5~~	~~2~~
~~27-29~~	~~1~~	~~9.5~~	~~n/a~~
~~30-32~~	~~1~~	~~9.5~~	~~1~~
~~33-35~~	~~1~~	~~13~~	~~1~~
~~36-37~~	~~1.5~~	~~13~~	~~n/a~~
~~38-40~~	~~1.5~~	~~13~~	~~1~~
~~41-42~~	~~1.5~~	~~13~~	~~2~~
~~43-45~~	~~2~~	~~13~~	~~n/a~~
~~46-48~~	~~2~~	~~13~~	~~1~~
~~49-50~~	~~2~~	~~13~~	~~2~~

Students	Cert FTE	Para Hrs.
1-10	0.5	0
11-14	1	0

15-26	1	6.5
27-32	1	9.5
33-35	1	13
36-42	1.5	13
43-50	2	13

b. **Secondary Allocations**

~~**Students**~~	~~**Cert FTE**~~	~~**Para Hrs.**~~	~~**Overload Tier**~~
~~**1-8**~~	~~0.5~~	~~0~~	~~n/a~~
~~**9-15**~~	~~1~~	~~0~~	~~n/a~~
~~**16-27**~~	~~1~~	~~6.5~~	~~n/a~~
~~**28-33**~~	~~1~~	~~6.5~~	~~2~~
~~**34-40**~~	~~1.5~~	~~9.5~~	~~n/a~~
~~**41-47**~~	~~1.5~~	~~9.5~~	~~1~~
~~**48-54**~~	~~2~~	~~13~~	~~n/a~~
~~**55-60**~~	~~2~~	~~13~~	~~1~~
~~**61-67**~~	~~2.5~~	~~16~~	~~n/a~~
~~**68-74**~~	~~2.5~~	~~16~~	~~1~~
~~**75-81**~~	~~3~~	~~19.5~~	~~n/a~~
~~**82-87**~~	~~3~~	~~19.5~~	~~1~~
~~**88-94**~~	~~3.5~~	~~22.5~~	~~n/a~~
~~**95-101**~~	~~3.5~~	~~22.5~~	~~1~~
~~**102-108**~~	~~4~~	~~26~~	~~n/a~~
~~**109-114**~~	~~4~~	~~26~~	~~1~~
~~**115-121**~~	~~4.5~~	~~29~~	~~n/a~~
~~**122-128**~~	~~4.5~~	~~29~~	~~1~~
~~**129-135**~~	~~5~~	~~32.5~~	~~n/a~~
~~**136-141**~~	~~5~~	~~32.5~~	~~1~~
~~**142-148**~~	~~5.5~~	~~35.5~~	~~n/a~~
~~**149-155**~~	~~5.5~~	~~35.5~~	~~1~~

Students	**Cert FTE**	**Para Hrs.**
1-8	0.5	0
9-15	1	0
16-33	1	6.5
34-47	1.5	9.5
48-60	2	13
61-74	2.5	16
75-87	3	19.5
88-101	3.5	22.5
102-114	4	26
115-128	4.5	29
129-141	5	32.5
142-155	5.5	35.5

c. When increased enrollment at a site necessitates hiring additional certificated FTE according to a or b above, said certificated FTE shall be provided within 45 school days.

10.12B. Special Education teachers are exempt from student supervision duties described in 10.4J above.

10.12C. Learning Support teachers shall receive two (2) hours per week of individual and uninterrupted case management/consult time. Case management/consult time is distinct from planning time and will be scheduled at the teacher's discretion.

10.12D. The District will provide curriculum, materials, and other resources necessary to deliver instruction in accordance with the parameters of each student's IEP.

10.12E. Special Education Preschool and Inclusive Preschool teachers shall receive 210 minutes per week of planning time in blocks of no less than thirty (30) minutes.

10.12F. In order to support the work of inclusion of students in the general education setting, Special Education teachers who have a high percentage of students in LRE 1 (Learning Support and Specialized Programs) or LRE 2 (Specialized Programs) in their building will be provided ~~additional support~~a choice of additional paraprofessional hours or compensation as indicated below. Each month, LRE percentages will be accounted for and updated accordingly. ~~This formula has been differentiated to reflect the district's current LRE data for students who receive services in Learning Support and Specialized Programs.~~ Each case manager will review their average percent of students in LRE 1 (Learning Support and Specialized Programs) ~~for learning support~~ and LRE 2 ~~for~~ (Specialized Programs) each month and complete an *Overload Relief and LRE Staffing Form.* This form will be submitted to their assistant director each month by the case manager. The election of additional paraprofessional hours or compensation shall be made at the beginning of the year and may be changed consistent with the schedule for certificated staffing changes in October and February outlined below. ~~The Assistant Director will respond by adjusting the staffing level within a reasonable period of time.~~

	Specialized Programs: LRE 1 (80-100% in general education) and LRE 2 (40-79% of student time in general education) (Average Percent of students in LRE 2)	**Learning Support: LRE 1 (80-100% in general education)** (Average Percent of students in LRE 1)	**Paraprofessional Hours** (beyond program staffing)*	**-or-**	**Compensation**
Step 1	80% of total caseload	80% of total caseload	6 hours	-or-	$250 per month
Step 2	90% of total caseload	90% of total caseload	12 hours	-or-	$500 per month

*LRE relief is not applicable to the following programs: JTC, GATE, inclusion preschool, and community preschool.

*The District may determine that a LRE paraprofessional will not be assigned when doing so would result in a classroom staffing ratio in which the combined number of certificated and paraprofessional staff would be at least 80% of the number of students. In such instances, compensation will be provided in place of the paraprofessional assignment.

10.12G. Special Education Programs

Overloads & Caseloads:

Special Education 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 Below) 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 Education Assistant Director or Special Education- Director. If an

individual caseload~~s~~ enters into the relief level 1 or 2 band, the stipend and release time shall be provided based on the overload.

The official caseload count day shall occur on the 1st school day of each month October-May. When the monthly assigned caseload is reviewed by the staff member and submitted to special services, if the employee is in overload the employee will designate overload remedy using the Overload Relief and LRE Staffing Form. Additional staffing allocations will be forecast sufficiently far in advance to be provided by the first student day of October and February each year. In the event additional staffing is needed but not provided in this timeframe, current staff will receive Step 2 overload compensation until it is provided, prorated to the duration of the staffing shortage. In pressing situations, the District and Association may agree to additional times for staffing adjustments. Caseloads must be balanced at each building and reviewed with the building administrator before submitting a relief form to the Special Education Director. ~~The District shall post additional Special Education Certificated FTE when a caseload number exceeds the number stipulated in the respective Relief Level 2 for PK-12 programs. Upon hire of additional FTE, individual caseload counts shall be balanced between the respective special education certificated staff in the building.~~

	Release Time*	**Stipend**
Relief Level 1 (PK-12)	**1 Day/Month**	$250 a month
Relief Level 2 (PK-12)	**2 Days/Month**	$500 a month

*At the option of the Special Education teacher, release time may be instead replaced with a supplemental contract at the substitute rate of pay for the appropriate number of days.

i. Certified Staffing Allocations: PK

Program Name	**Overload Relief 1**	**Overload Relief 2**
Special Education Preschool	19	21
Inclusive Preschool	19	21
Community Preschool	19	21

Commented [GP7]: Inadvertentl y left out of 5/6/26 TA

Program Name	**Overload Relief 1**	**Overload Relief 2**
Learning Support (Elementary)	~~See table above~~19	23
Learning Support (Secondary)	~~See table above~~27	31
Life Skills K-5	11	12
Life Skills 6-12	13	14
Intensive Academic Centers	16	17
Integrated Social Emotional Program K-12	11	12
Integrated Communication and Sensory Program K-12	13	14
Separate Day School K-12	11	12
GATE/Transition Skills 18-22	16	18
Teachers of the Deaf and Hard of Hearing	21	23

Specialized Program conversion:

~~Monthly s~~Staffing beyond the ~~one (1)~~ teacher and ~~two (2) 6.5 hour~~ paraeducators allocated to each classroom per Article 10.12A will be determined and relief provided using the above table. When all classrooms of a specific specialized program at a level (PK, ES, MS, HS) are at capacity based on the ~~first~~

~~of each month~~staffing review a new classroom shall be opened. The certificated teaching position will be posted as soon as possible and filled with a qualified teacher as soon as practical, ideally within 45 school days. Special Education teachers whose caseloads would be reduced by the position being filled will receive Overload Relief 2 until the position is filled.

10.12H. Special education teachers' and ESAs past lesson plans and comprehensive schedules shall be available to special education administrators as well as building administrators, upon request

10.12I. Special Education teachers who perform more than twenty (20) evaluations (initial evaluations or reevaluations) within a single academic year will receive a supplemental contract for 1.5 hours at their per diem per additional evaluation.

10.12J. Preschool special education teachers who write initial IEPs for preschool students who do not eventually become part of their caseload will be compensated via supplemental contract for 2.0 hours at their per diem per initial IEP.

Commented [GP8]: Per MOA executed 6/3/26 to resolve impact bargaining regarding employees writing IEPs for students whom they neither evaluate nor eventually provide services to.

~~10.12J.~~10.12K. Special Education teachers at the Jim Tangeman Center and in Specialized Programs shall be provided with two (2) hours per week of clinical supervision time to train, review special education documents and complete data collection. Clinical supervision time will be provided equally over 36 weeks to each teacher and program paraeducators. One-on-One paraeducators shall not participate in these meetings unless it is agreed upon by the Assistant Director and the building principal. Agendas are to be shared by the case managers to their building principals and ADs prior to their clinical meetings. Clinicals must be held weekly, and time cannot be carried over or combined, except with the advance approval of an appropriate supervisor.

~~10.12K.~~10.12L. Special Education/General Education Co-Teaching Model

Co-teaching: For purposes of this Chapter, "co-teaching" refers to a collaborative approach to instruction in which two teachers (a general education teacher and a special education teacher) work together to plan and implement instruction and cooperatively deliver instruction to students with and without disabilities.

Special education and general education co-teaching teams will be identified and paired during the spring staffing allocation to plan for time to attend training and collaborate. When co-teaching assignments are developed, the following guidelines will be used:

i. Teachers have received co-teaching training prior to the start of the partnership within sixty (60) days of the class formation.

ii. Once given a co-teaching assignment, teachers will agree to the co-teaching partnership in consultation with building administration.

iii. Co teachers shall be provided common planning time, as the schedule allows. When the schedule does not allow common planning time, or designated PLC time, both co-teachers will be provided supplemental pay at their per diem rates for one (1) hour per week.

iv. No more than 40% of the class contains students receiving Special Education services. As an exception, Inclusive Preschool programs may have up to 49% of students receiving Special Education services.

v. Special Education teachers will not be pulled for classroom coverage or student behaviors.

   a. Both general education and special education teachers will be the teacher of record and able to perform teacher functions in the student management system (e.g. report cards, grades, attendance, conferences).

b. When one of the co-teaching partners is absent for any reason, the district will provide a substitute or shall pay the other co-teaching partner at the substitute daily rate of pay during the absence.

~~10.12L.~~10.12M. To ensure that general education and special education teachers are able to adequately support students with Individualized Education Programs:

i. The district will provide training in UDL and co-teaching offered on multiple dates during the school year.

ii. Students placed in Specialized Programs (excluding JTC, GATE, and IP/SEP) shall be figured in calculating the basic education class size at each grade level.

iii. Every student receiving special education services will be assigned a general education classroom teacher and will have a seat in their general education classroom.

iv. In the event that an additional general education student would put a class into overload, the addition of a student with an IEP cannot be denied placement. Overload compensation and options apply.

v. When a student in special education is included in a general education classroom, the IEP case manager and the general education teacher may utilize early release time to review the student's special education program and support the implementation of accommodations and modifications prior to the student being included in the general education classroom, or, in the event student records are not available prior to the student being included in the general education classroom, as soon as records are available.

~~10.12M.~~10.12N. When Specialized Program teachers, GATE or Jim Tangeman Center teachers are directed by their building administrator to miss the majority of their scheduled planning period to work with students and/or attend meetings, they shall be compensated up to a 1.2 FTE contract.

Article 10.13 Specific provisions for Education Staff Associates

10.13A. **Proper use of ESAs**: The District and the Association acknowledge that ESA roles (including counselors, school nurses, speech-language pathologists, occupational therapists, physical therapists, special education behavior specialists, and school psychologists), have been employed and assigned to schools on the basis of their specialized credential to carry out specified responsibilities. Every reasonable effort will be made by the building administrators to utilize these specialists within their preparation and job descriptions. In particular:

i. Education Staff Associates (ESAs) are exempt from student supervision duties described in 10.4J above.

ii. Every effort will be made to avoid requiring ESAs to serve as the "district representative" in IEP meetings. When ESAs are required to do so, the burden will be distributed equitably.

iii. ESAs performing case management or Medicaid billing responsibilities shall receive three (3) hours per week of individual and uninterrupted case management time. Case management time is distinct from planning time and will be scheduled at the ESA's discretion. ESAs will share their weekly schedule with their supervisor.

iv. In order for the ESAs (SLP, OT, PT) to bill Medicaid for evaluations and therapy services, each ESA must obtain and maintain the relevant license from the Washington State Department of Health. The District agrees to pay the Washington State Department of Health license initial and annual renewal fees per employee per year with the understanding that Medicaid billing will be completed monthly by each ESA for all eligible students. This shall be paid by the district and not from the individual employee's professional development fund.

~~iv.~~v. ESAs who write initial IEPs for preschool students who do not eventually become part of their caseload will be compensated via supplemental contract for 2.0 hours at their per diem per initial IEP.

Commented [GP9]: Per MOA executed 6/3/26 to resolve impact bargaining regarding employees writing IEPs for students whom they neither evaluate nor eventually provide services to.

10.13B. Staffing Ratios and caseloads for ESA positions shall be as follows:

ESA Position Type	**Minimum staffing ratio**
School Counselor	1:300
School Nurses	1:900
School Psychologists	1:750
Physical Therapists	1:4500
ESA Position Type	**Maximum caseload per FTE**
Speech-Language Pathologists	45
Occupational Therapists	46

Overload Remedy for ESAs

	Release Time*	**Stipend**
Relief Level 1	1 Day/Month	$250 a month
Relief Level 2	2 Days/Month	$500 a month

*At the option of the ESA, release time may be instead replaced with a supplemental contract at the substitute rate of pay for the appropriate number of days.

Position	**Overload Relief 1**	**Overload Relief 2***
Speech and Language Pathologist	46	50
Occupational Therapist	47	51
Position	**Relief 1**	**Relief 2**
School Psychologists	751:1 – 800:1	801:1 – 850:1
Physical Therapists	4501:1 – 5000:1	5001:1 – 5500:1
School Nurses	901:1 – 1000:1	1001:1 – 1100:1

*When a caseload (SLPs, OTs) or student: staff ratio (School Psychologists, Physical Therapists, School Nurses) exceeds the Relief 2 limits, additional FTE will be allocated to bring the caseload or student:staff ratio within Relief 2 limits within 45 days.

One (1) SLP, for every 45 students, monthly staffing will be determined by dividing the total caseload by 45 to get total certificated FTE. When calculating staffing, FTE will be rounded above .5 to 1 FTE.

One (1) OT, for every 46 students, monthly staffing will be determined by dividing the total caseload by 46 to get total certificated FTE. When calculating staffing, FTE will be rounded above .5 to 1 FTE.

10.13C. School Counselors

i. Consistent with the requirements of Chapter 28A.320.610, RCW, school counselors will complete a Use-of-Time 5-Day Calculator, participate in an Annual Administrative Conference, and spend no more than an average 20% of their work time performing duties other than providing "direct and indirect services" (as defined by the American School Counselor Association) to benefit students.

ii. School Counselors who case manage more than thirty (30) 504 plans will receive a supplemental contract of two (2) hours at their per diem rate for each 504 plan in excess of thirty (30).

iii. The counselor group and District administration will collaborate annually to review the distribution of school counselor FTE based on need across District programs and buildings. The allocation is subject to staff and District input but is not limited to such factors as: student enrollment per building, free and reduced lunch rate, etc. Teaching and Learning Executive Directors shall make final determination of counselor FTE allocation.

10.13D. School Nurses

i. The District will provide nurses with software or technology capable of sending SMS/MMS and voice messages to students' families or guardians.

ii. Nurse ratio 1:900 students per full time FTE

10.13E. School Psychologists

i. Psychologists may work from home up to four (4) days a month subject to the advance approval of their supervisor. The supervisor may deny requests to work from home when they reasonably believe that agreeing to the request would compromise the employee's ability to adequately serve the needs of students.

ii. Psychologist ratio 1:750 students per full time FTE.

iii. Completion of Functional Behavior Assessments (FBAs) is primarily a responsibility of School Psychologists.

iv. School Psychologists will provide comprehensive services at the building level to include counseling as a related service, completion of special education evaluations including FBAs, and support of MTSS in each building.

v. School Psychologists who perform more than seventy-five (75) evaluations (initial evaluations, reevaluations, evaluation amendments, FBAs) within a single academic year will receive a supplemental contract 3 hours at their per diem rate per evaluation exceeding 75.

10.13F. Speech-Language Pathologists (SLPs)

i. SLPs who perform more than forty (40) evaluations (initial evaluations or reevaluations) within a single academic year will receive a supplemental contract 2 hours at their per diem rate per evaluation exceeding 40.

ii. When unable to hire additional SLPs, the district may consider hiring SLP-As to support caseloads.

10.13G. Occupational Therapists (OTs)

i. The District shall use equitable procedures and management strategies to keep Occupational Therapist (OT) caseloads at or below forty-six (46) per 1.0 FTE. When unable to hire additional OTs, the district may consider hiring COTAs to support caseloads.

10.13H. Physical Therapists (PTs)

The Physical Therapist group and Special Services will collaborate monthly to review the distribution of Physical Therapist FTE based on need across District programs and buildings. Special Services shall make the final determination of Physical Therapist FTE allocation. The District will staff a 1.0 FTE Physical Therapy Assistant (PTA) for every 2.0 FTE of PTs.

Article 10.14 Teacher on Special Assignment (TOSA)

10.14A. Teacher on Special Assignment (TOSA) Position Defined: The Teacher on Special Assignment (TOSA) position provides support for implementing the District's mission and vision through supporting curriculum and instruction, technology instruction, mentoring, District coaching, and student management/behavior.

10.14B. Supervision and Evaluation: Supervisors will meet with a TOSA yearly in compliance with the collective bargaining agreement to review progress. It is understood that the District and/or the TOSA may determine that the assignment is not a good fit and match. The TOSA will be afforded all rights of the CBA under the bargaining process without a stay-in-place stipulation. The explanation conference shall occur before the PIR closes. Any TOSA involuntarily placed outside of a TOSA position by administration may access the PIR the following year.

10.14C. Supplemental Days: A TOSA will be provided with up to twenty (20) days of supplemental contract time to fulfill TOSA duties. The number of supplemental days will be determined by the supervisor and be included in the job posting. Supplemental contract time will be paid at the employee's per diem rate (Appendix E).

10.14D. TOSA will be provided training to effectively perform the job responsibilities.

10.14E. TRI Activities: A TOSA will attend or may facilitate professional learning (PL) days in advance of the school year. A TOSA will collaborate with their supervisor to delineate their enrichment TRI activities comparable to other certificated employees but relevant to their TOSA position.

10.14F. Role Limitation: A TOSA will not act in a supervisory role with or provide input on certificated teacher progress to the administrative unit. A TOSA may provide supervision for extracurricular/athletic activities and student behavior.

10.14G. A TOSA shall have a minimum thirty (30) minute duty free lunch. This may be extended based on mutual agreement between the supervisor and the employee. If no agreement, the default will be thirty (30) minutes.

Article 10.15 Dean of Students (Dean)

10.15A. **Dean Position Defined:** The Dean position provides support for implementing a school's mission and vision.

10.15B. **Role Limitation:** A Dean shall not act in a supervisory role with or provide input on a certificated employee's progress to the employee's evaluator. A Dean may provide supervision for extracurricular/athletic activities and student behavior.

Article 10.16 Responsibilities of all classroom teachers during and after school

10.16A. **Job description review:** Each year employees in the bargaining unit will be given the opportunity to meet with their immediate supervisor to review the responsibilities and duties of

their position. Any significant disparities in the basic duties will be identified and should be brought to the attention of the human resources department for review and possible revision.

The responsibilities and duties necessary beyond the one hundred eighty (180) day basic teacher year should also be reviewed. The review should determine how many of the extended year duties **must,** how many **should,** and how many could be done (funding available). The review will identify the varying levels of quality of service possible in accordance with extra days available to do the work.

Major responsibility instruction: The major responsibility of the teaching staff is in the area of classroom instruction. However, to assure the success of the total school program, other related responsibilities dealing with school-wide supervision and control are of necessity a part of the teacher's position.

Paraeducator assistance: Where deemed feasible by the administration and the staff, and within the budget limitations, paraeducators will be provided to assist in the performance of non-instructional duties.

Equal sharing of extra duties: The remaining non-instructional responsibilities which are normal to the day-to-day operation of the school day program shall be assigned equitably among the certificated staff.

10.16B. **Student body activities**: The Board and the Association agree that the certificated staff should share the responsibilities involved in student body activities. It is recognized that certificated employee participation in student body activities will be expected.

Hours of student body service: Early in each year a building administrator will identify for the building certificated faculty the student activities planned for the ensuing year and the number of adults that will be required to be in attendance to assure adequate supervision. Adults from the community should be recruited by the building administration by all reasonable methods to fill as many assignments as are prudent from that source. The preferences of teachers must be considered in making duty assignments. Individuals will sign up for up to three (3) events totaling no more than eight (8) hours. Individuals are welcome to truly volunteer for more hours of student body service. Jointly the VEA representative and building administrator will co-facilitate this process. A sample list of activities would include dances, carnivals, sporting events (non-paid), book fairs, VEA building representative/executive board.

Learning Support Teachers, Specialized Program (including GATE and JTC) Teachers, and ESAs will not be required to sign up for "up to three (3) events totaling no more than eight (8) hours," but may sign up for some or all such student body activities at their own discretion.

10.16C. **Curriculum nights**: Teachers are required to meet with families/guardians at one (1) evening meeting each year to explain the curriculum program and/or the instructional procedures to be followed in class. (Note: The date of such a meeting will be communicated to teachers no later than the first week of school.)

Article 10.17 Traveling employees

Employees assigned to two (2) or more buildings shall be scheduled in such a manner as to provide a thirty (30) minute, duty-free lunch period, plus necessary travel time between buildings; travel time shall be factored into an employee's overall FTE. Classroom teachers serving three (3) or more buildings shall be compensated per Appendix E.

The District shall make every reasonable effort to avoid fractionalized assignments (i.e. scheduling an employee in multiple buildings when the schedule from the start of the day to the end of the day exceeds a normal day, or when the assignment is not consecutive time). When such situations cannot be avoided, the District shall consult with the Association to determine the appropriate FTE/compensation level.

Article 10.18 Alleviate floating teacher problems

The unique problems of "floating teachers" will become a matter of discussion between the building administrator and the floating teacher before or early in the school year. The principal will attempt to develop reasonable procedures and arrangements to eliminate or alleviate problems inherent in having to teach in several different rooms during the school day. It shall be an administrative goal for each building to attempt to have a two (2) station limit for each teacher. There are times however, because enrollment and classroom facilities limitation that some teachers will need to teach at more than two (2) locations.

Article 10.19 Paraprofessionals

10.19A. **Program responsibility:** Certificated employees shall be responsible for the instructional program and a paraeducator shall not be employed to replace a teacher.

10.19B. **Paraeducator:** Paraprofessional (paraeducator) employees utilized within the classroom or other instructional areas will be under the supervision of a certificated employee who is responsible for the instruction of the students. Paraeducators assigned to classrooms shall not be preempted to other assignments without prior notice to the certificated person or persons regularly supervising during that time period so as to allow adequate arrangements to be made to cover the absence.

10.19C. **Paraeducator assignment**: The following priority shall generally govern the allotment of available elementary paraeducator time by the District among the elementary schools and within a school by the principal (i.e., exclusive of categorically funded state and federal programs).

i. First priority – safety patrol activities

ii. Second priority – playground and cafeteria supervision

iii. Third priority – assignment of paraeducators to classrooms and other instructional areas to assist in clerical and instructional activities with teachers and students

a. Excessive enrollment in a room: It is agreed that in instances where it is not possible to curtail elementary class loads, paraeducator time will be provided if available to offer a measure of relief

b. Basic school program- instructional activities area

10.19D. **Paraeducator utilization:** The specific manner of paraeducator utilization within a school will be determined by the school principal after consultation with the certificated staff in the school.

Article 10.20 Requests for instructional equipment

10.20A. Instructional personnel will be invited to submit requests for the non-consumable equipment, technology, and work orders that each teacher may identify as important and necessary for effective instruction in the curriculum for which they are responsible. These requests will be responded to by the appropriate administrator as quickly as information is available regarding the disposition of the request (not more than thirty (30) days after the original request) regarding the level of priority which has been assigned to each at the building or the District level and the date it may be accomplished if known.

10.20B. **Priority use of instructional equipment**: The needs of classroom teachers for use of copy machines and access to telephone lines and instruments will enjoy a priority fully equal to that of administrators and other employees.

Article 10.21 Safe and supportive learning environment

10.21A. The District will support employees in their efforts to maintain a "safe and supportive learning environment in the classroom, the school, and activities of the school campus" Through the use of authorized classroom and building interventions in accordance with District policy and procedure, and applicable RCW. Consistent with VPS Procedure 3207P, all VPS employees have a responsibility to interrupt, address, and/or report hate speech or any other expression of harassment, intimidation, or bullying of any member of the VPS community on the basis of race, creed, color, national origin, language, sex, gender identity or expression, sexual orientation, family, domicile, marital status, age, or disability status.

Procedures for Classroom Exclusions

i. The District, in collaboration with the Association, shall establish an elementary, middle and high school student management and discipline process document for educators and building administrators to follow. This process document shall clearly outline roles and responsibilities of educators and principals in the intervention, documentation, and communication (to other staff and/or student family) processes for classroom and building interventions other than suspension and expulsion. The District shall consider stakeholder (e.g. staff, students, and families) input, student discipline data, and grade level in the development of these processes. The final discipline process document shall be made available to all staff.

   Building administrators shall facilitate at least one (1) training and one (1) review of the student management and discipline procedure process document, as well as related documents (e.g., VPS Student Discipline Code Guide, OSPI Behavior Menu of Best Practices and Strategies) and processes with their faculty annually. The initial training shall be an in-person presentation during the professional learning day(s) prior to the start of the school year or at a staff meeting during the first month of school and shall allow opportunity for questions and answers. Staff hired after the start of the school year will have access to the building training and an opportunity to meet during the contract day with an administrator to review the training.

ii. Whenever an employee submits a referral for a student for administrator review, the employee will document interventions, inform the student's parent/guardian of the behavior resulting in the referral, and document their communication or response in the student information system. The administrator to whom the referral is made shall communicate the outcome of the referral to the employee who submitted the referral within three (3) school days. In the event the referral is not able to be concluded within three (3) school days, the administrator shall make this and the reasons for the delay known to the teacher within the three (3) day period. The outcome of the referral will also be communicated to any other certificated staff who have a legitimate educational interest in knowing the information.

iii. The temporary exclusion of a student from the classroom for conduct that violates the District's disciplinary rules and disrupts the educational environment is permitted subject to the conditions, limitations, and notice requirements of state law and district policy and procedure for classroom exclusions.

iv. To ensure that classroom exclusion does not have the unintended consequence of disrupting a student's academic progress and causing disparate educational outcomes, the administrator approving the exclusion will consult with the teacher(s) to ensure that the student is provided

academic support and accommodations, including an opportunity to make-up any assignments and tests missed during the classroom exclusion, to support successful reentry into the classroom.

v. The District must consider how educational services will enable the excluded student to participate in the general education curriculum. This would include providing an excluded student uninterrupted access to the learning using any necessary technology (WAC 392-400-610) tools or resources provided by the District. Online discussions with other students may be limited if the student behavior warrants such limitation.

vi. Exclusion of a student from a class or activity must be preceded by one or more classroom based interventions, except in an emergency situation, in accordance with district policy, procedure, and state law.

vii. The District and the Association agree that the term "confer" as it applies to classroom exclusions shall mean that the teacher and the administrator discuss the student's behavior and develop a plan for returning the student to the classroom. The administrator shall make the final decision regarding the plan for returning the student to the classroom and whether the student shall be subject to discipline under district policy and procedure. The teacher(s) from whose classes the student was excluded will be notified and invited to participate in a reentry meeting with the student and their parent/guardian (if applicable) prior to the student returning to the classroom/school. In addition, every reasonable effort shall be made to facilitate a restorative conversation with the teacher and student, preferably before the student returns to the classroom.

10.21B. Other Provisions

i. When a school receives information that indicates a student presents a threat of violence or harm to students or staff, the principal or designee shall provide information to staff who in the judgment of the principal or designee have a need to know such information in accordance with district policy and procedure, unless otherwise prohibited by court order or law.

ii. A boundary exception may be revoked in the event of repeated, serious instances of misconduct by a student that endangers the health or safety of other students and/or staff.

iii. There shall be a safety designee when the principal is out of the building.

Article 10.22 Classroom visitors

The District and the Association acknowledge that it is desirable for patrons of the District to be familiar with the total education program and instructional practices in the schools. It further recognizes that frequent and unannounced interruptions to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

10.22A. **Approval required**: All visitors to a school and/or classroom shall obtain the approval of a building administrator or designee, and if the visit is to a classroom, the time will be arranged only after the building administrator, or designee, has conferred with the certificated employee.

10.22B. **Patron conference**: The certificated employee shall have the opportunity to confer with the classroom observer before and/or after the observation.

10.22C. **Young visitors:** Young visitors (student age or less) will be admitted to classrooms only: (1) when satisfactory arrangements are made with the classroom teacher, (2) when (in the case of preschool youngsters) they are accompanied by an adult who will assume total responsibility for the young visitor.

Article 10.23 Student grades – Performance

10.23A. The District and the Association recognize the importance of regular periodic evaluations of the developmental progress of a student in the courses of curriculum to which they have been exposed and that these professional conclusions of progress should be justly, efficiently, and effectively communicated to parents, guardians, and other individuals and institutions with a legitimate interest in, and need to know of, a student's welfare (See Procedure 2420, WAC 180.44.010). To facilitate student and parent communication of student progress, employees are required to regularly maintain their gradebook to reflect student progress and shall acknowledge or respond to parent inquiries ideally within twenty-four (24) hours and no later than three (3) days.

10.23B. **District and practitioner standards**: A teacher's professional conclusion of a student's performance shall be based on established District grading, policy and procedures.

10.23C. **Change in evaluation of student**: A teacher's grade or other evaluation of a student may not be altered or changed without consultation by the administrator with the teacher. The following procedure will be followed to change a grade:

i. A written request must be provided to the teacher within three (3) workdays of receipt of a request to change a grade.

ii. The building administrator will meet with the affected teacher to discuss the factors involved in determining the grade in question.

iii. If the teacher and administrator disagree over a requested grade change, the administrator will inform the teacher, in writing, of the decision and basis for that decision.

iv. The teacher may make a written request for a review of the building administrator's decision to the central office administrator responsible for elementary or secondary education.

10.23D. **Co-curricular awards guidelines:** In the absence of District guidelines for awards programs for co-curricular activities, the teacher supervisor of a particular co-curricular activity will submit plans for an awards program for the activity to their building principal for approval. These guidelines will serve as the framework for the awards program for that particular co-curricular activity in that building until changed or superseded by District guidelines.

Article 10.24 Substitute teacher services

The District shall maintain a computerized substitute calling system. For absences requiring prior approval, employees will call or log into the automated system after their administrator has approved the leave. Employees may call or log into the automated system in advance of an anticipated pre-approved absence.

Article 10.25 Information provided

Information about the specific nature of a special curriculum development committee will be made generally available to non-supervisory certificated employees through a District email announcement. Employees will have the opportunity to express an interest and availability to the District administration to serve on these committees. The selection of individuals will be the prerogative of the District administration with decisions made on a factual basis regarding qualifications of applicants.

CHAPTER 11 PROFESSIONAL COMPENSATION, ECONOMIC BENEFITS, AND SECURITY

Article 11.1 Individual contracts

11.1A. There shall be a certificated contract for all initial/provisional and standard/continuing staff in conformity with Washington State laws and the rules and regulations of the State Board of Education in the mutually developed contract format set forth in the appendices of this Agreement and made a part of this chapter by reference. The types of contract an employee may be provided are:

i. Leave Replacement Contract

ii. Continuing Contract

a. A newly hired employee or an employee rehired following a voluntary break in service who receives a Continuing Contract will be considered a "provisional employee" for their first three years of employment unless otherwise stated in RCW 28A.405.220, and is subject to non-renewal as provided in RCW 28A.405.220. As an exception to this provision, an employee who completes two years of service at a highly diverse and high poverty school (see Chapter 14) who receives a "Proficient" or "Distinguished" summative evaluation rating on the certificated classroom teacher evaluation or a "Satisfactory" summative evaluation rating on the non-classroom teacher evaluation in the second year of their employment will no longer be considered a "provisional employee."

11.1B. An offer of employment to a newly hired employee will state whether the position offered is a Leave Replacement Contract or a Continuing Contract. All new employees shall receive their annual contract on their hire date or their Board approval date, whichever is later. The district will make every reasonable effort to provide returning employees with their annual contract by June 1 of the preceding year. The contract shall specify whether the employee is on a Leave Replacement Contract or a Continuing Contract.

11.1C. Once an employee obtains a continuing contract and is no longer in a provisional status, their employment shall continue from year to year unless:

i. The employee voluntarily separates from employment;

ii. The employee is terminated for just cause as provided in Article 9.8;

iii. The employee is non-renewed following a probationary period in which performance deficiencies were not corrected as provided in Article 8.9; or

iv. The employee is laid off as provided in Chapter 14.

11.1D. A full-time Continuing Contract received by an employee may not subsequently be converted to a Leave Replacement Contract. If an employee submits their retirement, resignation, or otherwise voluntarily separates from services while on leave, the employee with greatest seniority (as defined in Article 7.1M) holding a Leave Replacement Contract will have their contract converted to a Continuing Contract.

11.1E. Employees on a Leave Replacement Contract will receive consideration for Continuing Contract positions in the VEA bargaining unit. Time spent on a Leave Replacement Contract will not count towards the two years of certificated employment which entitles an employee on a Continuing Contract to be removed from provisional status after one year as provided by RCW 28A.405.220(1)(a) and RCW 28A.405.220(1)(c).

11.1F. The number of FTE on Leave Replacement Contracts shall not exceed the difference between the number of FTE on leave and the number of FTE being replaced by long-term substitutes. At the beginning of each semester, the District shall identify:

i. The Employees on leave and their FTE;

ii. The position(s) being filled by the newly hired employees.

Article 11.2 Equitable application of placement provisions

The provisions of salary schedule placement will be applied equally to all certificated personnel and every person will be given their proper place on the salary schedule consistent with their verified qualifications of academic preparation and verified professional experience.

Article 11.3 Salary schedules – Information

Commented [GP10]: Per reopener negotiations TA, 8/12/26

11.3A. **Salary schedules in appendices**: The salary schedules for all personnel included in the bargaining unit covered by this Agreement shall be set forth in the appendices of this Agreement and made a part of this Chapter by reference (see Appendix C).

11.3B. During the life of the agreement, the District shall apply Cost of Living Adjustment (COLA) increases that incorporate the Implicit Price Deflator (IPD) adjustment percentage to salaries and salary related benefits.

i. For 2024-2025, each cell on the salary schedule shall be increased by a COLA incorporating the IPD.

ii. For 2025-2026, each cell on the salary schedule shall be increased by a COLA incorporating the IPD.

iii. For 2026-2027, the base salary schedule shall be increased by a COLA incorporating the IPD ~~and an additional amount subject to negotiation by the parties~~.

iv. The same increase will be provided by the District to employees funded from sources other than the state (e.g., categorical, levy, grant, etc.).

11.3C. The Extended Day A~~.~~cademic stipends (Appendix E): Salary related benefits (e.g. per diem rate, Extended Day Salary Schedule, respective stipends, TRI schedule, etc.) shall be increased in each cell as described in Article 11.3B for the salary schedule.

Article 11.4 General provisions for clock hours and course work placement on salary schedule

11.4A. General provisions for clock hours and course work placement on salary schedule:

i. Credits are earned after the awarding or conferring of the employee's first bachelor's degree;

ii. Credits are earned on or before October 1 of the year for which allocations are being calculated;

iii. Credits are earned from an accredited institution of higher education that are accredited by regional or national accrediting associations recognized by the Washington Student Achievement Council and the Secretary of the U.S. Department of Education;

iv. Credits are transferrable or applicable to a bachelor's or more advanced degree program;

v. Credits earned after September 1, 1995, must meet at least one of the recognition criteria

a. It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned.

b. It pertains to the individual's current assignment or expected assignment for the following school year.

c. It is necessary for obtaining endorsement as prescribed by the Washington Professional Educator Standards Board.

d. It is specifically required for obtaining advanced levels of certification.

e. It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff of the school district where the potential of the future assignment is agreed upon by the school district and the individual.

f. It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff.

vi. The number of credits equals the number of quarter hours, units or semester hours each converted to quarter hours earned pursuant to this section;

vii. Undergraduate courses (generally listed as 100-200 level) must be 100 level or above; and

viii. Accumulate credits rounded to one decimal place.

The costs of registration and record keeping will be borne by the individual subject to potential reimbursement when submitted in accordance with professional development procedures.

11.4B. **Additional provisions governing placement on lanes including other academic training including clock hours:** Courses and clock hours not a part of a planned program leading to an advanced degree or for other certification requirements, or individual professional development objectives, become subject to processing as reasonably relevant to the professional assignment if they are to be allowed for salary schedule advancement. The clock hour type of credit to be acceptable must be established by the appropriate agency and individual at the time that the course is offered, and verified as earned by the individual immediately upon its completion to the District and through the Educational Service District 112 (ESD 112) or any OSPI-approved clock hour provider and provided to the District Professional Learning (PL) Department.

Article 11.5 Vocational education teacher placement

11.5A. Persons to be employed in vocationally accredited assignments will have a proper certificate with appropriate apprenticeship training and work experience computed at two (2) years of apprenticeship for one (1) year of academic credit and evaluated as being equivalent to a year of undergraduate academic education up to and including the Bachelor's degree. Years of experience utilized for academic credit for placement on the schedule may not also be utilized for years of experience credit to advance down the schedule.

11.5B. Advancement in salary lane for a non-degreed vocational education teacher may be recommended in writing by the superintendent/designee with a favorable endorsement by the superintendent, for submission to the Board of Directors for action to place them on the higher salary lane. Normally, such placement will be based on appropriate training and/or experience granted in lieu of college credit as may meet the development of special qualifications for a particular assignment. Placement is further governed by the provisions of WAC 181.77 and Basic Education Reporting criteria (S-275).

Article 11.6 Education staff associate (ESA) certification and placement

Professional staff holding a Bachelor's Degree and to be employed in a position requiring an initial Education Staff Associate Certificate will be placed on the appropriate experience step of Lane 1 of the professional salary schedule. Advancement in pay lanes will necessitate meeting the same requirements specified in the guidelines adopted for other professional staff. Such persons must have appropriate experience and meet the course work and/or degree requirements for advancement in lanes. The District reserves the right to evaluate the suitability of any non-public school teacher or social agency experience as to its equivalent value for experience placement on the salary schedule. Previous professional experience (in-state and out-of-state) in accredited public or private schools, social service agencies, hospitals, clinics, private practice, or non-profit organizations shall be allowed year-for-year credit advancement up to sixteen (16) years on the salary schedule when it can be verified through the administrator of human resources from the previous employer(s) as equivalent and/or appropriate to the position for which the individual is being employed with the District.

i. Notwithstanding anything to the contrary appearing above, the District will grant occupational therapists, physical therapists, school nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW experience credit for prior non-school professional (licensed) work experience on a year- for-year basis as submitted by the ESA and verified by the previous employer subject to the District's verification of the experience documentation provided.

Article 11.7 Course work evaluation for transfers into District for salary schedule placement

Course work for educators transferring into the District from other school districts will be evaluated and credited for salary advancement in the same manner as for educators who have been employed in the District all of their professional careers.

Article 11.8 Salary schedule experience credit

11.8A. **Definition of basic workday and work year for purposes of salary schedule placement, advancement, and compensation**: The standards established by the Legislature and the OSPI for reporting employment (currently S-275 form) and generation of funding for compensation, will be utilized for the placement of an individual on the salary schedule. Consistent with the Basic Education Act, a work week/workday is defined as an average weekly period of twenty-five (25) hours and an average of three hundred (300) minutes per day of teacher-student formal and informal contact time. A minimum of one- half (1/2) school year of credit (90 student days) is required for one (1) year of advancement on the salary schedule. No more than 1.0 of school year of experience may be counted for any twelve (12) month period.

11.8B. Placement on the salary schedule will be determined each year by computing the sum of all creditable service, including service as a substitute, and reported to one decimal place, not rounded. Once the total service credit is determined, the sum will be rounded (a decimal ending in 5 or higher will be rounded up; a decimal ending in 4 or lower will be rounded down).

Example: Three (3) years of 0.8 FTE service is equal to only 2.4 years (i.e., two (2) steps, not three (3) steps on the salary schedule). Two (2) years of 0.5 FTE service is equal to one (1) step on the salary schedule and the computation of seniority of an individual for other purposes of the contract, (i.e., RIF, placement, etc.). Advancement on the Vancouver Salary Schedule is contingent for each individual case on the District being able to generate funds through the State's prior LEAP funding regulations to reasonably fund a change in placement.

11.8C. Experience as a substitute teacher may be utilized for salary schedule placement (advancement) when:

i. It can be documented; and

ii. It will qualify for placement on the State LEAP schedule and will generate salary funds from the State to the District on the S-275 annual personnel report (Article 14.8B).

11.8D. It is mandatory that all eligible employees participate in the Washington State Teachers' Retirement System (TRS). Employees who established membership prior to October 1, 1977, will be on Plan 1. Those who established membership between October 1, 1977, and June 30, 1996, will be on Plan 2, except those who choose to transfer to Plan 3. Employees who became eligible for membership on or after July 1, 1996, will be on Plan 3. All full-time employees are eligible for membership; eligibility for part-time employees varies by plan. Handbooks are available online.

Article 11.9 Washington experience

All prior public school teaching experience in the State of Washington (RCW 28A.400.300) is transferable and will be credited to the individual for the purpose of salary schedule placement.

Article 11.10 Out-of-state experience

Out-of-state teaching or professional experience in accredited public or private schools or social service agencies, will be allowed year-for-year credit advancement on the salary schedule when it can be documented by the employee and verified through the administrator of human resources as equivalent and/or appropriate to the position for which the individual is being employed with the District (see WAC 181-77).

Article 11.11 Military experience

A maximum of two (2) years of active military service, Peace Corps, or Vista will be allowed for the purposes of experience placement on the salary schedule if it interrupts professional education employment. Eleven (11) months of active service shall be computed as one (1) year.

Article 11.12 Provisions for job sharing – Part-time

Provisions for job sharing and other part-time, overtime situations that fractionalize certificated instructional personnel full-time equivalent (FTE) position:

11.12A. Compensation – Computations:

i. Each individual on a part-time assignment (i.e., teaching less or more than the normal average FTE daily teacher assignment), will be compensated pursuant to the following: A normal FTE is 180 days x 8 hours per day or 1,440 working hours. A teacher is paid an amount proportionate of actual time served with students and based on their placement on the basic salary schedule.

Examples: The normal load is five (5) classes computed at 1.0 full-time equivalent (FTE). A high school teacher with three (3) classes is computed at 0.6 of FTE, another teacher with two (2) classes at 0.4 of FTE. A high school teacher with six (6) classes is 1.2 FTE of their salary schedule placement. A middle school teacher with two (2) classes is computed at .34 of FTE, another teacher with three (3) classes at .51 of FTE. The FTE level for part-time teachers will be adjusted for proportionate planning time. Alternatively, part-time teachers may receive compensation for planning time through payment on a supplemental contract.

ii. Advancement of one (1) step on the salary schedule will require a pro-rated FTE that rounds to the nearest step. Not more than one (1) year of service can be earned in one (1) 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 will be computed each year to determine each individual's specific salary schedule placement.

Example: Three (3) years of 0.8 FTE service is equal to only 2.4 FTE (i.e., two (2) steps, not three (3) steps on the salary schedule). Two (2) years of 0.5 FTE service is required for advancement of one (1) step on the salary schedule and the computation of seniority of an individual for other purposes of the contract (i.e., RIF, placement, etc.). Advancement on the Vancouver Salary Schedule is contingent for each individual case on the District being able to generate funds through the State's prior LEAP funding regulations to reasonably fund a change in placement.

iii. Group insurance benefits will be offered in accordance with School Employee Benefits Board rules.

a. **Position definition:** The District will normally define positions at a minimum of forty percent (40%). This will qualify an individual for the opportunity to obtain health insurance benefits. (e.g., Two (2) individuals sharing a position of five (5) teaching periods would be computed as one (1) sixty percent (60%) teacher with benefits and one (1) teacher with forty percent (40%) of the benefits).

iv. Emergency/sick leave, staff development funds, personal leave, and similar other economic benefits will be computed in proportion to the individual's percent of the FTE computation.

v. Certificated substitute, summer school, and extra classes can be used to bring a pro-rated FTE to a maximum of one (1) year.

Miscellaneous provisions of salary schedule placement and other matters of payment

Article 11.13 Vocational experience credit

A minimum of twelve (12) months of apprenticeship training and/or work experience and/or service in a vocationally-accredited assignment may be credited as one (1) year of prior "teaching" experience, providing such experience has not been previously evaluated and allowed for salary placement credit as being equivalent to undergraduate academic training (Article 11.7 and Article 11.8).

Article 11.14 Quarter unit measure

Units for salary schedule placement will be recorded in quarter hours. Semester hours will be multiplied by the factor 1.5 to arrive at their equivalent in quarter hours.

Article 11.15 Prior approval for undergraduate or randomly selected courses

To assure acceptance of undergraduate courses lower division, subsequent to 9/1/82, a teacher must first obtain written verification from the human resources department that the credit will be acceptable for inclusion in the S-275 annual personnel report to OSPI. The applicant must then obtain a positive written endorsement from their immediate supervisor and appropriate administrator that the course is relevant and acceptable.

Article 11.16 Initial salary schedule placement

Evaluation of academic preparation and any prior professional experience for purposes of salary schedule placement will be initially done in the human resources department. Questions regarding the appropriateness of an interpretation and/or the application of a salary placement provision in an individual case may be referred by the administrator of human resources or by the applicant for a salary advancement to the appropriate administrator for review and written recommendation.

Article 11.17 Immediate supervisor's assessment of value

The appropriate administrator or the applicant for advancement on the salary schedule may request the applicant's immediate supervisor to provide a written assessment of the value of a particular undergraduate course, conference, or workshop completed or proposed regarding its relative value past, immediate, and/or potential in providing better professional services in their assigned responsibilities.

Article 11.18 Application forms and dates – Application deadline

Certificated staff desiring salary lane advancement on the salary schedule should make application on forms provided in the human resources department not later than March 15 if the individual anticipates having all of the outstanding requirements completed and the new placement put into effect for the ensuing school year.

Article 11.19 Salary deadline information

11.19A. Documentation deadline for salary adjustment: Documents verifying the completion of outstanding requirements for advancement on the salary schedule must be submitted to the human resources department on or before October 1 to qualify for salary adjustment for an ensuing school year. Exceptions to the submission date will be permitted only in extreme situations when documentation has not been possible because of delays clearly beyond the control of the employee. All course work must be documented on official transcripts or verified copies thereof.

11.19B. Salary advancement implementation date: The District will make every reasonable effort to implement the advancement of all individuals on the salary schedule at one time. Every effort will be made to make the adjustment on or before the November 1 payroll.

11.19C. An employee must document all college units completed within six (6) weeks of employment and within six (6) weeks of completion if employed, or by October 1 each year, whichever comes sooner, if they are to be utilized for advancement on the salary schedule in the future. The employee may present a grade slip as tentative documentation but must order an official transcript.

Article 11.20 Days of service and payment timeline

11.20A. Each individual's annual professional services contract will be written for the school year with the required number of duty days and dates to be served as provided in the calendar established for that time period for their position classification.

11.20B. **Payday:** The District payroll for all employees will be disbursed on or before the last day of the month. When the last day of the month falls on Saturday or Sunday, the payroll will be disbursed on the preceding Friday.

11.20C. The salary for each employee will be paid in twelve (12) approximately equal installments of each school year with no more than twelve (12) monthly payments during one (1) tax year. The first payment of each school budget year will be made on or before September 30, the last, on or before August 31, and according to the salary schedule and days of scheduled duty established through negotiations for their position classification of that academic year, provided that pursuant to RCW 41.59.170 salary schedules and economic benefits may be adjusted at any time funds are available for that purpose. Off-cycle payments may be made in special circumstances by request of an employee in accordance with VPS Board Policy 6980.

11.20D. **National Board Professional Teaching Standards (NBPTS):** The District will take necessary action to secure any additional compensation allowed in the state budget for NBPTS certified teachers.

11.20E. **Direct payroll deposit written statement provided to the employee**: All current and future employees are required to establish a direct payroll deposit by providing the District with the information regarding a personal account of any bank or credit union that is a member of the automated Clearinghouse. New employees will be required to provide the District with direct deposit arrangements by the end of the second pay period after beginning employment. Upon written authorization of the employee, the salary for each employee in the bargaining unit shall be deposited into their account on the regularly scheduled pay date. The employee will be provided with a statement four or five business days prior to the regularly scheduled pay date through employee access reflecting the amount being deposited, and all the deductions made. The cumulative number of leave days the employee has available is viewable based on payroll cutoff through employee access.

11.20F. **Salary adjustments timeline**: Changes in contract status, special assignment payment, and payroll deductions will be made on the next succeeding salary warrant when the authorization has been properly submitted to Payroll on or before the payroll cut-off day each month. An authorization submitted after the payroll cut-off date of each month will be processed with the next following payroll.

11.20G. **Special projects**: Teachers, upon commitment to retire within two (2) years, will be afforded a one-time opportunity to perform a District-approved project of up to five (5) days (forty hours) duration at per diem. Teachers may identify and propose a project to the school principal or may request that the principal identify an approved project. If disapproved by the principal, the teacher could either modify the proposal to address recommendations stemming from the review process or request reconsideration by the administrator responsible for elementary, secondary, or special education as appropriate. Projects should be proposed using the project proposal form at the end of this chapter. Approved projects will be performed outside the duty day. Projects will be intended to apply the teacher's career knowledge to provide the District with a valuable service to improve instruction and learning. This provision does not preclude a teacher from rescinding or delaying the retirement date.

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. 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.

Article 11.22 Replacement for leave

11.22A. **Leave Replacement Contract benefits:** Certificated employees hired by the District to replace educators who have been granted official District leaves shall be employed in accordance with State Statute RCW 28A.405.900 and shall receive full fringe benefits and, upon application of regular contract status, shall receive appropriate consideration, subject to other provisions of this Agreement and law, for regular assignment vacancies, provided that their services have been evaluated as satisfactory. Individuals serving as replacement contract teachers will be placed on the salary schedule according to their qualifications.

11.22B. Long-Term Substitute benefits:

i. The first twenty (20) days of service will normally be paid at the minimum daily rate of the first step of the salary schedule. Exceptions to place the employee at the scheduled rate may be made by the Administrator of Human Resources when necessary to meet the needs of the District. On the twenty-first (21) day of service the teacher will be placed on the salary schedule according to their qualifications and becomes a member of the teachers' bargaining unit, and eligible for membership in the Association. Similarly, an employee initially placed at the Board-approved daily substitute rate for a period of time, expected to be not more than twenty (20) days, whose placement subsequently exceeds twenty (20) days, will be placed on the scheduled rate and become a member of the teachers' bargaining unit, and eligible for membership in the Association on the twenty-first (21) day. The placement on payroll in each case will become effective at the next cut-off date following the twenty-first (21) day. A long term replacement substitute may be eligible for enrollment in the group insurance plans offered to other employees in this bargaining unit in accordance with SEBB-established policies and guidelines. An employee who:

   a. is assigned to a long term replacement substitute appointment that meets the requirements, and

   b. who completes the twenty-first (21) working day qualifying period, and

   c. whose long term replacement substitute appointment subsequently terminates, and

   d. who is again assigned as a long term replacement substitute in the same school year, and

   e. will not be required to complete a second qualifying period

ii. Re-employed annuitants: When a retired employee is placed on a one-year contract or as a long term replacement substitute, the employee will be entitled to the following compensation and benefits.

   a. Payment from the first day of the long term replacement substitute or one-year appointment at the appropriate per diem rate based on education and years of experience.

   b. Coverage under the group insurance plans offered to other employees in this bargaining unit. The employee must meet eligibility requirements in accordance with SEBB-established policies and guidelines.

   c. Entitlement to TRI on the same basis as all other employees.

Article 11.23 Reimbursement of authorized expenses incurred

11.23A. **Automobile – A condition of employment**: Certain District employees may be required to have an automobile available during regular working hours as a condition of continued employment in a particular position to carry out assigned responsibilities requiring mobility within the District, or available to make emergency trips on behalf of the health and safety of children with whom they work, and they will be reimbursed at the established mileage rate.

11.23B. **Mileage – Split assignments**: Employees whose assignment is split between buildings will be reimbursed at the approved mileage rate for travel from one school building location to the other within the duty day. Employees will not be reimbursed for travel from and to their private residence.

11.23C. Employees may apply for and receive mileage reimbursement at the approved Internal Revenue Service (IRS) rate when traveling on official business to and from one District location to another District location.

Article 11.24 Mileage rate authorization procedure

An employee required to use a personal car on District business shall be compensated at the rate per mile established by the IRS as appropriate for business use of a private vehicle. The rate will be timely adjusted whenever needed to keep it contemporary with the latest IRS regulations. Mileage will be authorized and validated by the proper administrator in accordance with the budget and the established policies and regulations of the District.

Article 11.25 Other expenses

Reimbursement and/or advances for authorized expenses incurred in performing services to and for the District will be made in accordance with the policies and procedures of the District.

Article 11.26 Insurance and employee protection

11.26A.

i. **General liability insurance**: The District shall provide liability insurance protection for each employee covered by this Agreement in case of suit, action, or claims against the employee and/or District arising from or out of the employee's performance or failure of performance of duties as an agent for the District, provided that the District shall not be obligated to provide liability insurance protection or defend employees in connection with an employee's gross negligence, intentional or wanton misconduct, or knowing violation of law or criminal act; further, provided that the employee agrees to give notice as soon as possible to the human resources department of any such suit, claim, or action brought against said employee.

ii. Policy limits are one million dollars combined single limit bodily injury and property damage liability protection. The Association may request and will be provided information from the District for the coverage year.

11.26B.

i. **Authorized level of force by employees:** An employee is authorized to use reasonable force, but no more force than shall be necessary, as provided in Policy 3246 and Procedure 3246P. The District will provide training in accordance with Policy 3246 and Procedure 3246P.

ii. **Legal counsel provided by the District**: The District shall provide legal counsel to an employee against whom a lawsuit is instituted, and which suit arises out of their proper exercise of that force authorized in this Article, or in District policy or procedure.

11.26C.

i. **Teacher transportation of students not required**: A member of the bargaining unit shall not be required to transport a student in their personal vehicle, except in a medical or emergency situation or as an identified component of a paid extracurricular program activity assignment (see Chapter 13).

ii. **Voluntary nature of transportation of students to sponsored/sanctioned activities District auto policy provided:** An employee may of their own volition choose to transport a student to a sponsored or sanctioned activity away from a school that is an extension of the District's curriculum program(s), a school building's operations, or the District's extracurricular program(s) as allowed by Board Policy 6630. During such expeditions the employee will be

covered by an excess business automobile liability insurance policy maintained by the District for the protection of employees and volunteers as they may provide transportation in their personal vehicles for the students of the District.

iii. **Informed consent of employees transporting students**: District and building administrators shall be responsible to advise each employee verbally and in writing at least once each year of the nature of the liability they assume in transporting students. Specifically:

   a. **Identified statutory minimum requirements:** Current minimum financial responsibility limits required of every citizen by Washington State law (RCW 46.29.490), are $25,000/$50,000 bodily injury and $10,000 property damage and that each passenger transported in a private vehicle must be provided a seat and a proper safety restraint (seat belt). Any employee transporting a student must comply with the law.

   b. **Employee's policy is primary coverage:** The employee's personal automobile insurance is the primary insurance coverage in the event of an accident and a claim/judgment made against the employee.

   c. **Limits of District's liability coverage:** The District's business automobile liability insurance of one million dollars is utilized after the maximum limits of the employee's personal vehicle liability coverage are exceeded. The District's coverage does not include restoration of damages incurred to the employee's vehicle.

iv. Requirements of paid extracurricular program student transportation situations: If the District plans to require an employee specifically employed to sponsor/supervise an extracurricular/co-curricular activity, to provide a certain measure of transportation of students as a necessary component of the assignment, this information will be communicated in writing on the supplementary contract and brought verbally to their attention at the same time the contract is to be signed. The District will clearly stipulate the amount of transportation required and any specific conditions that need to be observed by that employee in that specific portion of their assignment.

11.26D. Personal property loss and damage

The District or its insurer(s) will reimburse the member, as obligated by statute, for loss or damage of not less than ten ($10) dollars or more than two hundred fifty ($250) dollars to personal property caused while such employees are engaged in (1) the maintenance of order and discipline, or (2) the protection of school personnel, school property, or students.

Only personal property being used for District purposes will be covered. Use of personal property must have approval of the employee's supervisor. Personal clothing, accessories, and health aids, such as glasses, contact lenses, and hearing aids, damaged in the course of maintaining order will be covered.

The District shall promulgate reasonable rules and regulations outlining the procedures and documentation needed for payment of a reimbursement claim. Those rules shall be governed by the following provisions:

i. The use of an employee's personal equipment for instructional purposes must have the prior written approval of the employee's supervisor.

ii. Loss or theft of cash will not be reimbursed.

iii. Theft or damage to personal property must have occurred while the personal property was being used for District purposes or providing the teacher exercised reasonable care to protect the personal property when not in active use.

iv. The employee must report the theft or damage to the appropriate law enforcement agency within forty-eight (48) hours of knowledge of the incident, and provide a copy of the report to the supervisor within ten (10) days.

v. The employee must submit to the supervisor within ten (10) days of notice of occurrence, a proof of loss and claim reimbursement form and attach:

a. Any receipts or cost estimates that explain the amount being claimed

b. A statement of how the damage occurred, and

c. A copy of any insurance statement showing the deductible

vi. The employee must exhaust their own insurance recovery possibilities before being eligible for reimbursement from the District. If the employee does not have insurance coverage, reimbursement shall not exceed two hundred fifty dollars ($250), or the actual cash value, whichever is less.

vii. Reimbursement claims shall be filed for amounts not less than ten ($10) dollars, but not more than two hundred fifty ($250) dollars for each loss.

viii. Repair and replacement costs shall be based on the most current and available estimate of current value, rates, and/or prices.

ix. Reimbursement of employee claims will be paid upon approval. The amount of reimbursement, up to a maximum of two hundred fifty ($250) dollars, depends on the number of claims filed with the District.

x. When an employee's automobile, which is used for commuting to and from work, but not for District purposes, is damaged while parked on school property, claims will not be reimbursed.

11.26E. Industrial accident

i. It is recognized that the payments received as compensation by an employee injured on the job under circumstances bringing them within the coverage of the worker's compensation laws of the State of Washington (The Washington State Industrial Insurance Act [IIA]) are less than the regular compensation received by the employee.

ii. In case of any on-the-job ~~disability~~injury which is covered by the Washington State Industrial Insurance Act, the employer will ~~pay~~supplement worker's compensation benefits to ~~such disabled~~the extent necessary to offset the difference between net benefits and net take home pay for up to thirty (30) calendar days so that the employee ~~out~~does not suffer a net loss of pay after accounting for any worker's compensation benefits that may be provided. After thirty (30) calendar days, such injured employee will draw from their accumulated sick leave~~,~~ an allowance equal to the difference between the employee's typical rate of pay and their state worker's compensation benefits ~~until the accumulated sick leave entitlement is completely expended. If the employee is still disabled after their earned sick leave allowance is expended, the employee will receive only the state provided worker's compensation benefits~~upon the commencement of those leave benefits while sick leave accrual is available.

iii. The administration shall inform a student's teachers of any disciplinary actions, criminal or violent behavior, or other behavior that indicates that the student could be a threat to the safety of the educational staff or other students.

iv. In order to receive benefits under this Article, employees may be required at the discretion of the employer to submit evidence, in writing, from a duly licensed medical examiner that, in the opinion of the examiner, the employee was physically unable to return to work on the day for which benefits are claimed.

11.26F.

i. **Emergency procedures**: Each site staff, under the leadership of the principal, shall establish emergency procedures in which staff are able to communicate with the principal/supervisor about a situation that is potentially volatile. These emergency procedures will also include methods for providing rapid assistance in emergency situations when a potential for physical harm to an employee is evident. These provisions shall be communicated to all staff members and published in a staff handbook or similar document by the opening day of school.

ii. **Assault upon employee:** Any case of assault (physical, sexual, etc.) upon an employee by a student, parent, ~~or~~ guardian, or another employee shall promptly be reported to the employee's supervisor or designee. The employee's supervisor shall immediately report the situation to the administrator of human resources. The District will counsel with the reporting employee on the legal rights and alternative courses of action available to the employee, provided that nothing in this article will require the District to provide legal advice to the employee. If the employee suffers injuries related to the assault that result in worker's compensation time loss benefits, the District will supplement worker's compensation benefits to the extent necessary to offset the difference between net benefits and net take- home- pay for up to ~~thirty (30~~sixty (60) calendar days.

iii. **Assault reporting and legal:** In those situations where criminal charges arising out of employment have been filed against an employee where it is mutually determined appropriate and there is no conflict of interest, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if they are found innocent of the charges.

11.26G. Social media

In the event that the District is made aware, through the report of an employee or other sources, that a social media or other website is being used to impersonate or defame a member of the bargaining unit, the Association and District agree that the employee(s) will be provided with notification of the report within two (2) business days unless there are specific reasons for delaying such notification relative to the efficacy of an investigative process. The District will follow policies and practices as they relate to the investigation and response to inappropriate use of technology.

11.26H. Student personal property

Each teacher is expected to maintain a positive instructional environment in their classroom/activity area. In order to maintain a positive instructional environment, it may be necessary from time to time for a teacher to assume transitive possession of a student's personal property, or District issued device. When assuming transitive possession, the teacher shall take reasonable precautions to protect the student's personal property until it can be returned to the student. If, in the judgment of the supervisor/principal the teacher takes reasonable precautions to protect the student's personal property, and after consultation with the superintendent/designee, the District will defend the teacher from being financially liable (culpable) for the loss or damage of a student's personal property held in transitive possession. This defense is not applicable if in the supervisor's/principals and/or superintendent's/designee's judgment, the teacher is negligent, or acted for conversion, or acted in a malicious manner.

The supervisor/principal will make every reasonable effort to discourage students from bringing personal property to school that is not pertinent to their instructional assignments. Each supervisor/principal shall establish procedures that teachers will follow when assuming transitive possession of student's personal property or District issued device until such property is returned.

Article 11.27 Payroll deduction(s)

11.27A. The District will utilize on behalf of a SEBB-eligible employee's payroll deduction procedures for the purpose of making direct payment of premiums of group insurance and optional benefits as are mutually determined by the Association and the District, through the joint insurance committee.

11.27B. **District's contribution:** The District will provide the state's contribution for each calendar month for each SEBB eligible employee covered by this Agreement.

11.27C. **Mutual determination of benefits for all employees**: The District will remit the premium for group insurance on behalf of all eligible employees, including optional benefits as may be mutually determined by the Association and the District, through the joint insurance committee. Optional benefits (including carriers and rates) available to all employees of the bargaining unit shall become the subject of study by District and Association representatives. The final optional benefits selected—or any proposal for an alteration in benefits or rates during the life of the Agreement—shall be a subject for bargaining between the District and the Association pursuant to Chapter 41.59 RCW. It is understood by the District and the Association that any costs incurred for any benefit(s) in excess of the total basic contribution afforded each employee by the State will be assumed by the employee.

11.27D. Optional benefits shall remain in place unless SEBB established policies and guidelines do not permit. Other optional benefits may be offered if mutually agreed by the District and the Association, through the joint insurance committee and in accordance with SEBB- established policies and guidelines.

Article 11.28 Statutory payroll deductions

Funds shall be withheld from the earnings of employees in accordance with federal and state laws and regulations for the purpose of income tax provision, Medicare taxes, Social Security taxes, retirement, and industrial accident medical premiums. Funds so withheld will be transmitted to the appropriate governmental agency in accordance with agency datelines.

Article 11.29 Voluntary payroll deductions

Range of authorizations and timeline: Employees may authorize the District through written authorization to assign funds from the employer's contribution to group insurance programs or to deduct funds from their earnings amounts for the payment of insurance premiums, dues and assessments, annuities, and other appropriate group deductions. The signed authorization form must be processed through the appropriate department prior to the payroll cut-off date each month, unless otherwise provided, for the deduction to be made from the current monthly earnings.

Open period in voluntary program: The open period for enrollment in voluntary group insurance program(s) is subject to the particular rules and regulations of The School Employees Benefits Board (SEBB) as well as IRS guidelines. An employee's participation in such a program shall be subject to such limitations and neither the District nor Association will be liable for obtaining an alteration from the carrier in their regulations for the benefit of an employee.

Specific programs: The Association acknowledges that the District incurs costs from the data processing procedures and labor costs necessary in providing payroll deductions. To place limits on the costs incurred in the processing of authorizations for which payroll deductions can be made, the following authorizations have been mutually selected by the parties:

Voluntary Deductions:

i. Savings Deductions

ii. SEBB Medical Insurance

iii. SEBB Supplemental Long-Term Disability

iv. SEBB Dependent Care Assistance Plan

v. SEBB Flexible Medical Spending Account

vi. District-Approved Personal Long-Term Care Insurance

vii. 457 Deferred Compensation

viii. 403(b) Annuity and/or Roth

ix. District Approved Charitable Contributions

Article 11.30 Basic Contract – Days of service

The Basic Contract Certificated Staff (Appendix A) shall specify one hundred eighty (180) days of service to be compensated as provided in the Vancouver Professional Salary Schedule (Appendix C). The number of days in the basic contract will be increased for any additional state funded in-service days.

An additional two (2) days of mandatory service is provided to teachers for administrative essential activities to open and close the school year or semester.

Exception: Certain employee classifications with several days of mandatory extended year service are normally provided by a supplemental contract. Any administrative essential days to be allowed for opening or closing school will be incorporated into the total days of a supplementary contract.

No District-wide meeting will be scheduled on the workdays immediately preceding the first student attendance day and the day between semesters. These days are provided for the specific purpose of opening school and changing semesters.

CHAPTER 12 TRI AND PROFESSIONAL DEVELOPMENT ACTIVITIES

Article 12.1 TRI Concept

The primary purpose of the District's Time, Responsibility, and Incentive (TRI) program is to fulfill additional responsibilities:

1. Outside the one hundred eighty (180) day basic education school year outlined in Article 11.21, or outside of the normal on-site seven and one-half (7½) hours outlined in Articles 10.4B/10.4D; and/or
2. Not funded by the State of Washington's provisions for basic education—these activities are funded by the local levy dollars authorized by voters living within the District's boundaries.

The District's TRI program is divided into two parts:

- Part A – Additional professional responsibilities described in Article 12.2
- Part B – Professional Learning days described in Article 12.4

Article 12.2 TRI Part A – Additional professional responsibilities

12.2A. The following list contains the additional professional responsibilities of a professional educator. These duties will be compensated through TRI:

- Scheduled by the building principal or other appropriate individual:
  - Curriculum night and open house events
  - IEP/504 meetings and evaluations – (as scheduled by the case manager, ~~up to 60 hours per year,~~ as documented and approved by the building administrator)
    - Employees are eligible for additional supplemental pay for meeting time above 20 hours outside the contracted workday
    - Case managers will attempt to schedule meetings during the contracted workday whenever practical
    - Upon reaching 18 hours, employees will promptly notify their building administrator, who may assist in determining coverage to allow subsequent meetings to happen during the contracted workday
    - ~~o~~ Employees seeking supplemental pay will submit a supplemental contract request along with a form to be created by the District indicating the dates, times, and student initials of all meetings held outside the contracted workday
  - Professional meetings, which may include including school improvement planning, SBLT, and other building professional activities
  - Student body activities outside of the workday (e.g., dances) – up to three (3) events for a total of up to eight (8) hours (Special Education teachers are excluded from this provision)
- Scheduled at the discretion of the employee:
  - Mandatory training modules (Safe Schools) – up to six (6) hours per year
  - All duties required for preparing classrooms to open the school year and complete check out at the close of school year
  - Collaborative planning meetings/activities
  - Curriculum development
  - Activities connected to TPEP or local evaluations
  - Data collection and entering data into recordkeeping systems
  - Report cards, progress reports, and grading
  - Family/guardian conferencing
  - Additional enrichment activities that are otherwise non-compensated

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Commented [GP11]: Per MOU executed 2/20/26 to resolve grievance regarding supplemental compensation for excessive IEP/504 meetings.

12.2B. The supplemental contracts will be for one (1) year and not subject to the continuing contract provisions (RCW 28A.405.240).

12.2C. The funding of TRI responsibilities is subject to funds available from local sources and other funds allocated outside of the Basic Education Act (BEA) program. Professional Learning (PL) TRI is subject to State funding for Professional Learning (PL) days.

12.2D. Part B of the Time, Responsibility, and Incentive (TRI) Supplemental Contract (Professional Learning Days) will be paid out in the October payroll, Part A TRI amounts as reflected in Appendix E may be paid payable in twelve (12) equal increments.

12.2E. The Association and the District recognize that the responsibilities listed in Article 12.1 may involve, due to circumstances, excessive amounts of time. In this regard, the District will exercise reasonable discretion in its expectations of employees, and the Association has the right to meet with the principal and/or central office administrator to resolve unreasonable situations, special events, etc.

Article 12.3 TRI Activities – Time and Location

12.3A. Location: A TRI activity may be carried out "on-site" or "off-site" as is reasonably appropriate for a particular activity.

Article 12.4 TRI/State mandated Professional Learning (PL) Days

12.4A. For the duration of the contract, three (3) eight-hour (8 hour) days shall be provided for professional learning (PL) connected to starting the school year, school improvement plans, and state, District and building initiatives.

i. Two (2) PL days will be held within the week prior to the first day of school as determined by the District. These days may be divided as determined by the SBLT. One (1) day will be developed by the building or program administrator. The second day will be focused on state, District and building initiatives. These Professional Learning Days will be paid eight (8) hours per day at the hourly per diem rate and paid in the October payroll cycle.

ii. The third day will be focused on State, District, and building initiatives and will be held in person on the October in-service day. This third Professional Learning Day will be paid eight (8) hours at the hourly per diem rate and paid in the December payroll cycle. An agenda for the third PL day will be provided no later than the end of the day on the second August pre-duty day. The agenda shall include a minimum of one (1) hour to meet within grade level/content area collaborative teams, guided by any of the four (4) PLC questions. With building or program administrator approval, an educator may participate in professional learning outside of the District. Afterward, the educator shall submit proof of participation to the Professional Development department to ensure they receive up to eight (8) hours of TRI PL payment at their hourly per diem rate. If they also receive credit or clock hours from the outside professional learning entity, they can submit documentation to the District for potential salary advancement, per Article 11.4.

12.4B. Educators assigned to multiple buildings shall participate and sign-in at the buildings in which they have the greatest percentage of their contracted time. These educators may decide, in collaboration with the building and, if applicable, program administrators, which school offering would be the most beneficial for the educator to attend.

12.4C. Special services may provide training specific to the needs of educational staff associates or special education teachers. In this case, special services will work collaboratively with building administrators.

12.4D. Part time staff are expected to participate and sign in for all of the TRI/State mandated PL days for the full eight (8) hours and will be compensated at their per diem rate for the difference between their contracted FTE and eight (8) hours.

Article 12.5 Enrichment TRI consideration for employees who are part-time and/or on leave

Employees who are part-time or who do not work the full school year will be compensated for TRI Part A proportionate to the FTE or number of days worked, and for TRI Part B according to the number of PL days worked. When TRI contract revisions happen that cause an overpayment, the employee receiving the overpayment will be notified as soon as possible. Following notification, the overpayment will be repaid by the employee in equal payments from the remaining paychecks in the fiscal year.

Article 12.6 Professional development program

General administration of the professional development funds

12.6A. **Concept:** The District and the Association recognize the imperative that teachers and educational support personnel be life-long learners. To meet this need, each employee must have access to a continuous cycle of professional development, strategically planned to embrace subject matter knowledge, essential learning, pedagogical practices, personal and professional growth, continuous certification, and District goals and priorities. The District recognizes the role clock hours have and shall work with administrators to provide clock hours for professional learning where appropriate.

12.6B. A continuous cycle of professional development will begin with the employee's self- assessment. Professional development needs identified through this process will be reviewed by the employee's supervisor and form the basis for a plan tailored to individual needs and goals. Individual professional development needs will be made available to the human resources department. The human resources department will use the information to assist in identifying specific opportunities to satisfy the needs of employees across the District and to determine whether the plan complies with the District's professional development guidelines. Funding of professional development needs may, consistent with Article 12.10B and Article 12.11, be from the employee's individual professional development funds or from other funds made available by the District.

Article 12.7 Individual professional development funds – Appendix E

12.7A. The District will provide a basic allocation of one thousand two hundred and fifty dollars ($1250) each school year covered by this CBA for professional development activities for each FTE. This amount, subject to the availability of funds, is in addition to funding for other TRI categories listed above.

12.7B. Professional development funds will be made available to assist each employee in professional growth activities such as, but not limited to, the following:

i. Unique individual development needs by the selection of specific course work, attendance at workshops, conferences, and/or,

ii. By obtaining training/instruction in a specific instructional skill or knowledge of a curriculum area through merging of their funds with other employees' funds in order to provide for a building staff cooperative workshop

12.7C. The District will provide the Association with an annual written program performance report upon request, summarizing the professional development fund to include total participants, residual funding percentage, and amount of funds remaining (if any) after the residual pay out.

12.7D. The program year for professional development is July 1 – June 30. The District will provide written notice to all certificated employees that claims for professional development that will be completed by June 30 are to be submitted by July 10 for payment against the one thousand two hundred and fifty dollars ($1250) basic entitlement and any residual amount.

Article 12.8 Courses/Seminars applicable to extended day activities

12.8A. Directors and advisors assigned to extended day activities may apply for professional development funding of courses and seminars or clinics related to their extended day assignment listed in Appendix E. Approval by the employee's immediate supervisor and the superintendent/designee will be conditional on whether the requesting staff member has, in the judgment of the District, met their professional growth obligation relative to their present assignment for the current school year. In the event the District or the District's designee denies professional development, they will document the reason for such denial to the employee upon request.

12.8B. Funding for a course or seminar is further restricted as follows:

i. A maximum reimbursement of one thousand two hundred and fifty dollars ($1250) for a school year.

Article 12.9 General provisions

12.9A. The Board of Directors will continue to hold the right and responsibility to exercise full control over the formulation of basic policy decisions that pertain to the study, maintenance, and alteration of all curriculum and instructional matters, including overall plans for staff in-service development goals and programs in the District. The District and the Association also recognize that changes in student enrollment patterns and the community's expectations for alterations in the kind and quality of the education programs will require the acquisition of new knowledge and skills by the teaching staff and by their certificated support staff.

12.9B. Because the individually designed professional development program receives tax-free status, it is important that certain guidelines and restrictions are adhered to in order to maintain such status.

i. A maximum reimbursement of one thousand two hundred and fifty dollars ($1250) for a school year.

ii. Verifications of participation/completion (e.g., certificate of completion, clock hour form, grade report) must be submitted and maintained

iii. Individuals may only utilize funds in such a way as to receive direct benefit

iv. Funds cannot be donated to another individual for participation

12.9C. The District will make every reasonable effort to identify in official publications the areas of the District's curriculum and instructional program that will require new knowledge and skills, and positions where personnel shortages are contemplated. This information will assist an individual in formulating their individual professional development proposal for presentation to their evaluator and the superintendent/designee.

Article 12.10 Basic understanding

12.10A. The parties agree that in addition to career growth, and new and emerging skills and knowledge, the professional development program should also support:

i. Retraining of currently employed staff to enable them to continue employment with the District if a program is being phased out and/or a teacher is working outside their area of academic preparation

ii. Updating teachers to provide effective service to students in the present or in a revised curriculum program as may be adopted by the District

iii. Maintaining certification

12.10B. **Teacher assistance**: An individual may be required to participate in a particular professional development opportunity if there is abundant evidence that such involvement is critical to improvement of the professional performance of their current assignment and/or they are placed on formal probation or is at "high risk" for probation. These costs may be charged to the individual professional development funds.

12.10C. **District directed training**: The District may direct up to six (6) hours per year of professional development training for which the employee will be reimbursed at their per diem rate from the basic allocation. Such training will be communicated no later than the close of the prior school year so that employees may appropriately plan for their remaining expenses. Any additional training would be subject to payment from other sources and would be scheduled in coordination with the Association and with alternative provisions to accommodate employees who cannot attend at the scheduled time.

Article 12.11 Individual professional development funds

The District will allocate individual professional development funds in the described amounts. Certificated employees may participate on a voluntary basis, and may access these funds in accordance with the provisions in this chapter. An individual's professional development basic allocation will be encumbered and paid in the order applications are received from the individual. It is the individual's responsibility to contact professional development to cancel a previously approved application and request the funds be applied to a different application.

12.11A. Reimbursement levels

i. Each full-time teacher on a provisional or continuing contract may receive up to the basic allocation for each school year covered by this CBA of professional development funds. These teachers are also eligible to be reimbursed for expenses beyond the basic allocation, but not to exceed two thousand five hundred dollars ($2,500) from any residual funds not encumbered after the last day of June. If there are insufficient residual funds to reimburse the $2,500 to each claimant, then the residual funds will be prorated among claimants after all initial claims have been processed with any amount over the basic allocation restricted to District approved college and university programs and coursework. An exception to the use of residual funds for reimbursement of workshops and conferences may be made for education staff associates who require such professional development (in lieu of credit hours) for required re-certification, which cannot be accomplished through university course work. The formula will be a percentage based on total residual funds relative to total approved expenses beyond the basic allocation. The District will have the discretion to make payouts beyond the residual two thousand five hundred dollar ($2,500) limit when residual funds are available.

ii. Teachers on one (1) year appointments may receive up to the basic allocation for activities taken and completed by the last student day of the school year.

iii. Teachers who are part-time for 0.4 or greater FTE will be eligible for an amount of professional development equal to the basic allocation. Teachers employed less than 0.4 FTE and teachers on terminable substitute appointments do not receive professional development funds.

12.11B. Expenses which qualify for reimbursement may include any combination of the following:

i. Registration fees, credit fees, textbooks, and materials for approved relevant courses, workshops, conferences, and seminars; and approved relevant subscriptions to online libraries for self-directed professional development which are directly related to the employee's work.

ii. Mileage and lodging are reimbursable when the activity requires travel of fifty (50) miles or more from the official worksite or residence (whichever is closer). Meals are reimbursable when the activity requires travel of fifty (50) miles or more from the official worksite and there is an overnight stay.

iii. Payment of a substitute teacher in order to observe another classroom or to attend approved conferences, workshops, and seminars that can only be taken during student attendance days. Such activities should occur during midweek days when substitute demands are at lower levels.

iv. Payment to oneself to attend courses and workshops that are contracted for and presented by the District. Such payment is at the employees' hourly per diem rate and may only be applied to hours outside the eight-hour (8) workday. Residual funds may not be used for this purpose.

v. Payment for oneself to attend professional learning courses and workshops that are co-sponsored by the Association and the District. Such professional learning courses and workshops shall be approved for clock hours by the District, in line with the clock hour request process. District facilities as available will be provided for such courses at no cost to the Association. Evaluations for such courses will be reviewed and the District clock hour committee will determine if professional learning courses and workshops may be offered repeatedly. Such payment is at the employees' hourly per diem rate and may only be applied to hours outside the eight-hour (8) workday. Residual funds may not be used for this purpose.

vi. Payment to oneself to attend State Association (WEA) professional learning courses. Employees shall submit an out-of-district professional development application for reimbursement. Such payment is at the employees' hourly per diem rate and may only be applied to hours outside the eight hour (8) workday. Residual funds may not be used for this purpose. These courses will not be eligible for clock-hours through VPS. If credit or clock hours are received from the State Association (WEA), documentation can be submitted to the District for potential salary advancement, per Article 11.4.

vii. Fees for NBPTS candidacy will be reimbursable upon submission of portfolios and completion of testing.

viii. Cost associated with acquiring or renewing a professional organization membership related to current or anticipated certification beyond those available through association membership (e.g. National Education Association and Washington Education Association).

12.11C. Restrictions on the use of professional development funds

i. The Association and the District agree that teachers should generally be in the classroom on student attendance days. However, it is recognized that there may be professional development opportunities which the District determines to be of particular value to the educational program

and objectives which can only be attended on a student attendance day. In such case, the District will give consideration to the training request.

ii. Employees may be reimbursed from the residual fund based on the formal outlines in Article 12.11A.i, for college/university coursework, appropriate costs associated with professional certification, completion of District initiated programs (e.g., literacy certification), and for the expansion of endorsements. The District may grant exceptions in the use of residual funds to allow certificated employees to participate in workshops or conferences that are of particular value in responding to significant District needs.

    Employees may also elect to combine a current and subsequent year basic allocation to provide an amount not more than two times the base for attendance at an approved conference, workshop, or professional growth activity. In acting on such requests, the District will consider the relationship to District needs, expected return on investment from participation in the workshop, duration and time of the workshop, frequency, and volume of workshop requests.

iii. Applications should be submitted at least ten (10) working days in advance of the professional development opportunity to allow for processing and prior approval by the professional learning department. Applications involving travel outside of Oregon and Washington should be submitted at least twenty (20) working days in advance to allow time for District action. Exceptions to the time may be granted at the discretion of the professional learning department. Professional development requests for a given school/contract year, must be submitted by June 15.

iv. Requests that involve travel outside Oregon and Washington will be considered based on special circumstances and for special needs. Approval will give consideration to situations where comparable training is not available locally and in which:

    a. the employee is involved in a conference presentation

    b. the employee is a national officer in the sponsoring organization

    c. the conference is part of a larger special program or grant

    d. other special situations

v. Reimbursements are subject to presentation of original receipts including activity details (title, dates, location) and payment received for all expenses and verification of participation/completion (e.g., certificate of completion, clock hour form, grade report). The reimbursement paperwork detailed above should be submitted within ten (10) working days of completion of the professional development opportunity and no later than July 10 of the present school year. The District will generally process the reimbursement no later than the financial cycle following submission of a properly completed expense claim.

vi. Teachers are responsible for canceling professional development applications that were approved but not subsequently completed by the teacher. Because only the professional development basic allocation provided of one thousand two hundred and fifty dollars ($1250) for each school year covered by this CBA of approved professional development is considered to be funded, any approved application for additional expenses is computed at the residual rate. Therefore, if an approved application is on file, subsequent applications will be subject to residual funding unless the earlier application is canceled on or before the last day of June of the contract year.

vii. In the event that the District elects to cancel an employee's participation in a professional development opportunity for which the District had previously given approval to the employee, the District will reimburse the employee for any expenses which cannot be otherwise covered.

viii. A teacher may not be reimbursed from professional development funds for both an hourly stipend and college tuition. This restriction does not apply to clock hour or college credits paid for by a block process (i.e., clock hours purchased from the ESD by the District, credits funded by grants applicable to special programs such as Limited English Proficiency (LEP) and Title, etc.)

ix. Teachers are responsible for all professional development expenses not approved by the District, or which exceed the basic allocation. This restriction does not apply to professional development funded out of sources other than the individual professional development funds.

x. Professional development requests that are initially disapproved by a building administrator may be appealed to the administrator of professional learning. The administrator of professional learning will consult with the other appropriate staff directors and make a final decision on the request. Requests that are approved by the building administrator but disapproved by the administrator of professional learning may be appealed to the superintendent who will make a final decision.

xi. In the event the District or the District's designee denies professional development, they will document the reason for such denial to the employee upon request.

Article 12.12 District and Building-Based Mentorship

In an effort to support educators new to the profession and/or new to the District, the District shall provide District-based mentoring.

If educators are in need of additional support, evaluators may request support from the Director of Professional Development.

Mentors shall not share evaluative feedback with the mentee's evaluator.

Induction training for new certificated staff: The District shall develop a specific training program (dates, topics, instructors, etc.) for all certificated staff who are new to the District in a given year.

12.12A. The Association shall have the opportunity to provide input on all aspects of the training program, and the District shall give full and responsive consideration to the Association's input.

12.12B. The District and the Association agree that student contact time is critical to the development and transition of new certificated staff. Therefore, the District shall attempt to schedule trainings for non-student times (e.g., prior to the school year, Saturdays, or evenings).

12.12C. Participation in new certificated staff training is mandatory. In unique or hardship situations, the District may excuse an individual from a scheduled training session, providing alternate arrangements can be made for delivery of the training.

12.12D. Certificated staff members in their first contract year with the District will be compensated for such training, which occurs outside the student attendance time at the per diem rate for the first level and step of the pay schedule.

12.12E. When possible, a school-based volunteer colleague mentor will be asked by the building or program administrator to support new educators and new to VPS educators with operations specific to that school or program.

Article 12.13 Mandatory training outside the contracted work-year

Any mandatory training that is only offered outside of the one hundred eighty (180) day school year, exclusive of District directed preschool year professional development in-service days, shall be paid at the hourly per diem rate.

Article 12.14 Professional development program review

In the second half of each school year, the Association will have the opportunity to participate in a review of professional development program planning for the subsequent school year and to make recommendations regarding the content of the program.

Article 12.15 Retraining

Recognizing the value of retaining employees knowledgeable of Vancouver School District and the Vancouver community, the Association and the District are committed to reasonable and available methods of retraining employees for available vacancies who would otherwise be subject to layoff. It is understood that the employee(s) must be willing and able to acquire the necessary qualifications/certifications in a time period that allows for placement of the employee in a new, available position for which they are then qualified. The time period for retraining would be extended up to two (2) years when layoffs are based on program decisions within the control of the District as opposed to financial loss. Employees in retraining to avoid layoff will be given first priority in accessing residual funds. To the extent that professional development funds remain after payout of the residual, such employees will receive additional reimbursement up to the cost of training or the amount of funds available.

Article 12.16 Professional Learning Communities and Early Release Days

12.16A. Professional learning community early release days

In the 2024-2025 school year, every Monday that is a student attendance day will be a sixty (60) minute early release schedule. The early release time will be dedicated to professional learning communities using the DuFour professional learning community (PLC) model.

Beginning in the 2025-2026 school year, every Monday that is a student attendance day will be a two (2) hour early release schedule. The early release time will be dedicated to professional learning communities using the DuFour professional learning community (PLC) model and family contact and conferencing.

i. The first sixty (60) minutes will focus on educator-directed and documented family contact, conferencing, and communication.

ii. The final sixty (60) minutes of every early release Monday will be dedicated to educator-directed PLC work.

Collaborative planning early release days:

In the 2024-2025 school year, a two-hour early release Wednesday shall be scheduled once a quarter. The early release time shall be dedicated to educator-directed collaborative planning. Building-Level Guiding Coalitions may also choose to meet during this time.

12.16B. Professional Learning Communities

i. The parties mutually endorse the concept of Professional Learning Communities. A Professional Learning Community is a spectrum of collaboration from teacher-led teams, through building guiding coalitions, and up to the district guiding coalition which all have the goal of working together to advance educational equity and improve learning outcomes for students. The parties recognize that successful Professional Learning Communities require a substantial investment of time and effort by all participants.

    a. **The Three Big Ideas of VPS PLCs**

        1. Focus on student learning

        2. Collaborative culture and collective responsibility

3. Results orientation

b. **The Five Collective Commitments**

1. We are committed to working in collaborative teams with collective responsibility for student learning.
2. We are committed to ensuring a guaranteed and viable curriculum for ALL students.
3. We are committed to monitoring student learning with frequent team-developed common formative assessments.
4. We are committed to using evidence of student learning to identify the practices that are working and discontinue those that don't.
5. We are committed to providing systematic interventions and enrichments.

ii. The specific work for all Monday early release days shall be guided by any of these four (4) questions:

1. What do we want our students to learn?
2. How will we know that each student has learned it?
3. How will we respond when a student experiences difficulty in learning?
4. How will we respond if a student already knew it?

iii. Educators engaged in PLC work will also incorporate the following equity work in their considerations:

1. Focus on identifying and challenging one's own implicit biases regarding students, by sharing and analyzing classroom assessment data, disaggregated by race, ethnicity, program, or other status
2. Understand the building's equity action plan as provided by the building Administrator and identify the equity priority student demographic (Black, Multi-Lingual, Native Hawaiian/Pacific Island, etc.) to analyze and discuss where there are applicable discipline, attendance, and/or academic disparities within their grade/content area.
3. Develop common strategies to engage family voices of those priority student groups identified, with the goal of increasing multi-tiered supports and services that will advance student learning
4. Implement culturally responsive instructional practices and classroom management strategies to increase cultural connections that advance student learning.

Teachers' participation will include meeting with colleagues of the same courses, content area, and/or grade levels to address any of the four (4) questions and the equity considerations. Depending upon a given session's agenda, the work may include identifying and/or unpacking essential standards, unit planning, establishing a scope and sequence, developing common formative and/or summative assessments, analyzing student data, reflecting upon best instructional practices that lead to standards mastery and/or planning student intervention/enrichment opportunities with their PLC Team.

Those teachers with more than one course/content area/grade level for which they are responsible and those who teach one or more courses for which they are the only teacher at their primary worksite (e.g. Model UN, visual art, other singletons, ESAs and Special Education Teachers, etc.) shall have the option to collaborate with more than one PLC team and/or a PLC team outside of their primary worksite.

Collaboration shall occur at or from a VPS worksite with prior notice to their building or program administrator.

Administrators' participation can include observing and asking clarifying questions during a PLC meeting, as well as access to the meeting agenda.

12.16C. Each building shall establish a Building-Level Guiding Coalition, composed of a Principal Co-Lead, an Educator Co-Lead, and approximately six (6) to eight (8) additional Building-Level Guiding Coalition Members. The focus of a Building-Level Guiding Coalition is to teach and model an effective PLC process while supporting the work of collaborative teacher teams.

The Building-Level Guiding Coalition shall meet twice a month. Building-Level Guiding Coalition members shall determine the schedule of these meetings. Any meetings scheduled outside of the contract day shall be paid at a member's respective hourly per diem rate from a funding source other than a member's Individual PD funds.

i. The Educator Co-Lead shall be selected/replaced according to the process created by the District-Level Guiding Coalition, with Association input.

ii. An Educator Co-Lead shall be provided release days over the course of a given school year as determined by the District-Level Guiding Coalition training calendar, with District-funded substitute coverage (if applicable), in order to effectively train alongside and collaborate with their Principal Co-Lead. In addition, an Educator Co-Lead shall be provided with one (1) hour per week of District-funded supplemental contract pay at their respective per diem rate to further the collaboration with their Principal Co-Lead.

iii. The approximately six (6) to eight (8) additional Building-Level Guiding Coalition Members shall be selected/replaced according to the process created by the District-Level Guiding Coalition, with Association input.

iv. Each Building Level Guiding Coalition will collaborate with the Student-Centered Equity Team established in accordance with the VPS Equity Policy and Procedure 0010 and 0010P.

12.16D. District-Level Guiding Coalition shall meet at least quarterly, or more often as agreed upon by its members Any meetings scheduled outside of the contract day shall be paid at a member's respective hourly per diem rate from a funding source other than a member's Individual PD funds.

The District Guiding Coalition will develop a playbook for Building-Level Guiding Coalitions and collaborative teacher teams to refer to for guidance and to promote coherence with District-wide PLC work.

At a minimum, members shall consist of the following:

- One (1) ES Educator and one (1) ES Administrator
- One (1) MS Educator and one (1) MS Administrator
- One (1) HS Educator and one (1) HS Administrator
- One (1) VEA representative and one (1) District Representative
- One (1) SPED Educator and one (1) SPED Administrator

Every reasonable effort shall be made to balance the number of educators and administrators on the District-Level Guiding Coalition.

CHAPTER 13 SPECIAL ASSIGNMENTS UNDER SUPPLEMENTAL CONTRACTS

Article 13.1 Non-compensated basic responsibility for student activities

All educators, as professional staff members of faculty, are expected to provide a certain measure of professional services that will contribute to the activities program, to the guidance program, and to the good climate and efficient operation of their school without additional compensation beyond that provided in their Certificate Employee – Basic Contract on the Professional Salary Schedule.

Article 13.2 Supplemental contracts required

The District and the Association acknowledge that state statute RCW 28A.405.220 provides that, "No certificated employee shall be required to perform duties not described in the contract unless a new or supplemental contract is made, except that in an unexpected emergency the Board of Directors or school district administration may require the employee to perform other reasonable duties on a temporary basis," and further, that, "no supplemental contract shall be subject to the continuing contract provision of this title."

Article 13.3 Supplemental contracts issued for special assignments and activities

13.3A. Therefore, annually, any teacher requested to perform a duty not normally assigned teachers will be issued a supplementary contract stipulating the duties to be performed in that special assignment and the compensation to be paid, and which the educator has agreed to accept for the coming year. The contract form is attached in Appendix D, and made part of this Article by reference.

13.3B. **Selection and assignment of personnel to special activities**: District and building administrators responsible for selecting staff for special assignments (both paid and unpaid) must make every reasonable effort to see:

i. That the duties of non-paid special assignments parallel the responsibilities as outlined in RCW 28A.150.240.

ii. That the special assignments are equitably distributed among the staff so each faculty member carries their fair share. If the building principal and a majority of the teachers in a building approve, the Association faculty representative shall not be assigned extra duties.

iii. That equal opportunities are to be extended to staff to obtain compensated special assignments requiring a teaching certificate. The order of consideration for the selection of individuals to obtain the services of the best-qualified people for paid special assignments shall be first within the building, second within the District, and third outside of the District. The human resources department shall provide the opportunity for each certificated staff member to declare their interest in assignments. A list of interested candidates for the District will be provided to each principal to be utilized in filling positions when no qualified certificated staff member is available from the building.

iv. That the preferences of the certificated staff members for particular assignments are considered in making assignments.

v. That the procedures for the selection and assignment of individuals to special assignment vacancies are made known in writing.

13.3C. The District will provide the Association members with the opportunity to be considered for coaching assignments. The human resources department will post such assignments for a period of five (5) working days and will refer qualified candidates to the building principal either in advance of or along with non-Association candidates.

Article 13.4 Consideration in determining compensation for special assignments

Special assignments cannot always be equal. Certain extended assignments make time demands beyond the usual requirement of all teachers. To compensate for the inherent imbalances in special assignments, factors such as those that follow will be considered in determining whether (1) compensation shall be paid and (2) the level of payment to be made for an activity. The factors are not necessarily listed in order of importance and/or priority:

13.4A. The estimated median number of hours beyond the regular and required "on site" school- day hours required of all teachers and necessary for an educator to reasonably meet the demands of their specific special assignment; or the additional duty days beyond the basic contractual school year.

13.4B. Number of teams, student participants, and adult assistants supervised

13.4C. Degree of specialized knowledge and experience necessary for the assignment

13.4D. Equipment and facilities supervision and maintenance responsibilities

13.4E. Health and safety liability factors inherent in the activity

13.4F. External public pressures immediate and/or potential

13.4G. Environmental factors, out in weather, etc.

13.4H. The level of payment made for a specific activity should be relevant and competitive with the "prevailing rates of pay" in effect for the same or similar activity in other comparable school districts.

Article 13.5 Rates of compensation for services provided through a supplemental contract

13.5A. Extra and co-curricular programs: Services will be compensated as provided in the salary schedule of Appendix E, which is made a part of this Article by reference.

13.5B. If a substantial change is made in the time and/or responsibilities, the District and the Association will promptly reevaluate the level of compensation scheduled for that activity and make whatever adjustments are necessary in compensation as are fair and equitable within that overall program.

13.5C. Services are to be provided and salary payments will be made as are scheduled for each activity (Appendix E). The first payment for an activity should be paid at the end of the starting month if the starting date is before the regular payroll cut-off date for that month as established by the Payroll Department

13.5D. **Nonscheduled and emergency mandatory hours of service**: Periodically, the District is required to mandate an employee to provide hours of services that are not and cannot be scheduled ahead of time:

i. The inventory of the loss or damages of equipment, etc.

ii. To provide tutorial services to a home-bound student

iii. Attendance at a school board meeting or similar kind of meeting or hearing to provide a quality of information not possible to obtain from other sources

iv. School review activities and meetings and similar kinds of meetings scheduled outside normal working hours

v. To serve as an assigned mentor in formative supervision by an experienced teacher of a teacher at risk in their employment performance

vi. Saturday school supervision

vii. The preemption of planning period when substitute teachers are unavailable for absent teachers

viii. These assignments will be compensated at the employees' hourly per diem rate for the number of hours stipulated by the supervisor at the time the request for service is made to the employee. Reimbursement for transportation costs will be allowed when needed at the established rate.

13.5E. Subsidiary program pay rates

i. **Associated student body activities**: Certain ASB programs require the employment of officials and others to administer their operation. The rates of pay are determined in the budget established for the ASB program. Employment of a certificated employee in these programs is optional with the employee.

ii. **Special sport or music clinics, camps, workshops for students**: From time-to-time, the District provides quasi-sponsorship for student activities entirely funded at the cost of the participants. Employment in these programs is optional with an employee. The level of compensation is entirely a matter to be determined by the director of each such program with input from the employee participants and not a concern to the Association.

13.5F. Categorically funded special purpose programs rates of pay: From time to time the District may obtain a grant of money for a special purpose program (from the state and federal government or a foundation). The level of compensation may be stipulated within the parameters of the program as determined by the agency making the grant. When the outside agency does not establish the rate of pay, an appropriate rate established in the enhancement program will be utilized.

Article 13.6 Placement on special assignments salary schedule

Each individual serving on a supplementary contract for compensation will be given their proper placement on the salary schedule adopted for their specific special assignment activity. Where increment steps are provided, placement on the special assignment's salary schedule will be based on the number of verified seasons or years in the activity at a commensurate level of responsibility for which the individual is issued a supplemental contract with the District.

Article 13.7 General supervision of extended programs and personnel – Building administrator's responsibilities

13.7A. The extended programs offered in each building will be directly administered by the building principal or a specifically designated associate principal for each extended program. Administrative responsibility will include the selection of the educator to be recommended to the human resources department to operate an extended day program; approval of hours and dates for activities; and the regular appraisal of the program and personnel carrying it out. The building level administrator may call upon the appropriate District program supervisor to assist them in carrying out administrative responsibilities.

13.7B. The building administrator assigned to supervise a particular paid supplementary contract assignment will, each year prior to the commencement of the activity, verbally inform the employee contracted for the activity what is expected of the employee in the assignment.

Article 13.8 General provisions of supplementary contract – Term

13.8A. Supplementary contracts are issued on a one-year (1) basis and expire at the end of each school year, June 30 (RCW 28A.405.240).

13.8B. Compensation for extended year day services will be paid at per diem.

13.8C. **Payment schedule – May 10 notice(s) of recommendation and contractual status for subsequent years**: The administrator and the teacher on a special assignment will as early as possible after the completion of a season for appraisal of services, decide whether a recommendation will be made to continue the staff in the special assignment for the subsequent school year. Normally, the designated administrator and individual(s) serving in paid special assignments will inform the other not later than May 10 of each year if there is a reasonably strong reason or possibility that either desire to make a change in the special assignment contractual relationship from the previous year.

13.8D. **Date(s) of issue of supplementary contracts**: Supplementary contracts for special assignments will be issued as far in advance of the date when service will begin as is administratively feasible (i.e., conclusion of negotiations, etc.).

13.8E. **Voluntary nature of paid special assignment**: Individual educators will have the right to accept or reject the offer to provide services under a supplementary contract without fear of reprisals (i.e., poor attitude in evaluation of basic contract services, assignment to least desirable non-paid special assignments, etc.). It is acknowledged by the District and Association that a qualified person must be made available in a school to serve the needs of students in the special assignment activities. The District and/or building administrator may initiate transfers and/or reassignments within the building and/or District teaching staffs, or make other suitable arrangements to meet the needs of staffing the supplementary contract programs. The provisions of Chapter 7 will apply in making such involuntary transfers or reassignments.

13.8F. **Distribution of supplementary contracts**: Two (2) copies of each supplementary contract shall be executed with each educator assigned to an extended program, with one (1) copy to the educator and one (1) copy to the personnel file maintained for each educator in the District human resources department.

Article 13.9 Extended season compensation and off-site expenses

Off-site travel and other necessary expenses incurred by an employee responsible for a student group will be reimbursed according to established District regulation for such costs.

CHAPTER 14 LAYOFF, LEAVE, AND RECALL PROCEDURES

Article 14.1 General

The Association and the District agree that a stable and diverse workforce is essential to a healthy and effective organization. Towards that end, it is agreed that all reasonable efforts should be made to avoid the necessity of involuntary separations. The Association and the District will collaborate when such actions are being considered to assure that opportunities to avoid involuntary separation are discussed and considered. Collaboration will include sharing and discussion of the basis and rationale for any proposed actions, as well as consideration of the options to avoid or mitigate such actions. The Association and District recommendations are to be presented to the School Board in a public meeting for their consideration before making a final decision regarding such proposed reductions.

Purpose of layoff and recall: Prior to May 1 of each year, the Board of Directors shall determine the necessity of adopting a reduced educational program by reason of financial necessity, including but not limited to, levy failure or decreased state support. If it is determined that such financial resources are not reasonably assured for the following school year, the Board upon recommendation of the superintendent, shall adopt a reduced educational program which shall take into consideration the provisions set forth in this Agreement. The layoff, leave, and recall procedure is to be utilized only when it is necessary to reduce the program through abolishment of certificated staff positions and the number of employees in active service.

The layoff and recall procedures are designed to affect a program and staff reduction in an orderly manner with the least hardship to individuals and with a minimum disruption of employee-employer relationships and the delivery of best possible educational services to the students of the District. In addition, these procedures are intended to minimize disproportionate impacts of a reduction in force on highly diverse, high poverty school communities. A 'highly diverse and high poverty school' is defined as a school that has over 50% students of color and over 50% low-income students, as most recently reported to OSPI by the District.

Article 14.2 District's responsibility

14.2A. District representatives will consult with the Association representatives as soon as reasonably possible when a layoff determination is likely to be reached. The District and the Association agree to meet to:

i. Discuss the financial information and resultant projected actions, and

ii. Discuss creative and practical ways to mitigate adverse and/or disproportionate impacts to District educational programs and services while minimizing the number of Employees to be laid off.

14.2B. Subsequent to any final decision by the District that a reduction in program is necessary, timely periodic meetings will be held with representatives of the Association, normally the president and executive director. These meetings will be scheduled to allow for meaningful input from the Association into decisions about and the presentation of the reduction. The purpose of these meetings is to ensure transparency about the District's budget reduction plan to the Association, its bargaining unit, and the general public. Any such reduction plan must be developed using the VPS Equity Lens.

Article 14.3 Board's responsibility

14.3A. Priority shall be given to retention of positions in those programs and services in those areas which relate to instruction and safety of students.

14.3B. The Board has the legal responsibility to establish the educational programs, services, and staffing patterns in accordance with its basic educational goals and program continuity, consistent with Board Policy 0010 and 0010P (Equity) and the financial resources available. The District has the authority to make necessary adjustments in the Board's educational programs, services, and other responsibilities as defined in statute.

Article 14.4 Precipitating conditions:

Conditions which may cause utilization of the layoff and recall procedures are:

14.4A. Failure of a special levy election or other events resulting in a significant reduction in anticipated revenues from any source for a following school year.

14.4B. Termination or reduction by state and national sources of categorically funded projects.

14.4C. A student enrollment decline requiring a proportionate staff reduction.

14.4D. Increases in costs outpacing increases in revenues.

Article 14.5 Reduction of expenditures

The District will first minimize the number of positions to be abolished by reducing or eliminating expenditures in other areas to include, but not limited to, capital outlay, travel, contractual services, cash reserves, books, and supplies. At least twelve (12) months in advance of the implementation of a reduction in force, or as soon as possible thereafter, the District and the Association shall conduct a retirement/separation incentive feasibility study. The feasibility study will assess potential costs and savings associated with various incentives, and will include a survey of all certificated employees regarding their interest in such an incentive.

Article 14.6 Procedure for identifying and notifying employees impacted by a reduction in force

14.6A. The following steps will be followed in identifying staff members to be affected by the reduction in staff and in determining their entitlement regarding placement and/or contract non-renewal.

i. The District's Board of Directors ("Board") will determine the full-time equivalent (FTE) of certificated, nonsupervisory employees to be reduced according to specified retention categories, through the adoption of a reduced education program resolution ("Resolution"). The District will determine the preferred (protected) programs and positions that will not otherwise be affected within a given retention category (e.g., special education teachers).

ii. The District shall notify the Association of any preferred (protected) programs/positions and the bases on which the determinations were made. The Association will have the opportunity to review the determinations with the Equity Lens, ask questions, and if necessary, appeal the decision by filing a grievance, at Step 2.

iii. Reduction in force determinations occur at the District level, not at the building level.

iv. Following adoption of a Resolution, Human Resources will identify the specific employees who may be affected by the layoff (after accounting for retirements, resignations, leave requests, and elimination of contracted employees to the extent feasible) based on the least-senior employees within each retention category using the definition of seniority in Article 14.8B, with the

modification that provisional employees not in protected positions will be subject to RIF prior to continuing-contract teachers within the same retention category.

v. Notwithstanding the above, and in satisfaction of the provisions of RCW 28A.405.100(8)(a), any employee who has been placed on probation pursuant to Article 8.8 will be subject to RIF prior to all provisional employee.

vi. Employees will receive a RIF notification, starting with the least-senior employees, who are not otherwise protected from layoff or non-renewal based on Washington State experience, certification, and endorsement areas identified by the District.

vii. Human Resources shall notify VEA bargaining unit members ("employees") who will be separated from employment due to RIF. RIF notices will be in the form of nonrenewal under RCW 28A.405.210 for continuing-contract employees and nonrenewal under RCW 28A.405.220 for provisional employees.

viii. All employees receiving RIF notices will be considered for recall following placement in an employment pool. This does not include an employee receiving notice of nonrenewal for misconduct or performance problems.

ix. Employees not receiving initial RIF notifications (as identified in vi. above) and who at the time initial RIF notifications were delivered, hold a position in a highly diverse and high poverty school, will be exempt from displacement from their position by an employee from another site.

14.6B. The foregoing steps do not preclude the District from directing such reassignments to any position for which a staff member(s) is fully certified and qualified that will result in the placement of the greatest number of affected employees and reduce the number of employees subject to non-renewal.

Article 14.7 Notification of potentially affected employees

14.7A. When a reduction in force is anticipated, the Human Resources Department shall notify every potentially affected member of the bargaining unit no later than May 15 and shall provide them the opportunity to review and update their personnel file, their qualifications and certification information. Each employee upon completing the review will sign a review sheet, which will be maintained in their personnel file. The review sheet will at a minimum allow the employee to confirm that they have reviewed and updated as necessary: their employment history, Washington State certifications and endorsements, transcripts, and professional development information.

If the information is inaccurate, the employee should contact the human resources department immediately to correct their file. No new information may be presented for inclusion in the personnel file after the notices of non-renewal have been issued. New information will be incorporated into the official record in the following year.

Article 14.8 Criteria and order of selection of employees to be retained or recalled to vacancies

Except as otherwise stated in this chapter, certificated staff members shall be considered for retention or recall to vacancies in positions within the certifications/endorsement(s). The individual must possess a valid Washington State Certificate authorizing service in any position for which they are being considered or assigned. In the event that there are more qualified employees than available positions in a given certification and/or endorsement, the following criteria shall be used to determine the order in which staff members shall be recommended for retention or recalled from the employment pool, unless otherwise stated in this chapter.

14.8A. **Eligibility:** Employees laid off due to a reduction implemented under this Article will be eligible for recall until the 15th day of the third school year following implementation of the reduction, or commencement of full-time permanent employment in a certificated position in another Washington school district, whichever happens first.

14.8B. **Seniority consideration**: Total seniority as a certificated staff member shall be the basis for retention and recall in the certification and/or endorsement area.

Seniority defined: Seniority, for the purposes of this chapter, will mean the total years or partial years of documented non-supervisory service within the State of Washington as provided for in RCW 28A.400.300. All experience to be computed for seniority must have been documented by February 1 and claimed on or before February 15 of each year (see Article 14.7A). Professional education experience in the State of Washington shall mean total State of Washington experience eligible for submission to OSPI on the annual personnel report (S-275).

14.8C. **Total number of units – second consideration**: In the event equal seniority exists among two (2) or more staff members qualified for a position to be retained, the staff member having the highest number of credits beyond the bachelor degree as documented on the current S-275 report.

14.8D. **Drawing lots in "ties"**: In the event a tie exists in both total years of seniority and total number of credits, the tie will be broken by drawing lots among the staff members in the tie.

14.8E. **Association president – Super seniority**: The president of the Association for the year of the reduced program shall be equal in seniority to the most senior certificated employee in the District.

14.8F. **Counselor's assignment seniority computation**: A counselor will be assigned to a retained counseling position on the basis of their total seniority of service in counseling.

14.8G. **Objectivity required in separations**: The layoff and recall procedure will not be used to separate an individual from active service whose performance is rated "unsatisfactory" according to the procedures established in Chapter 8 of this Agreement. Any separation for less than satisfactory service will be accomplished according to the provisions of that chapter.

14.8H. **Leave Replacement Contract positions**: Employees on the recall list shall be eligible to assume positions under a Leave Replacement Contract on the same basis and in the same order as they may be recalled to a permanent position. Acceptance of a position under a Leave Replacement Contract will not affect the employee's rights or position on the recall list.

Article 14.9 Institution of layoff and recall procedure

14.9A. On or before May 1 the District will determine the program to be carried out during the year of anticipated reduced funding, and the probable number of positions in each classification to be retained and probable number of positions in each classification to be abolished. Should the State experience delayed budget action resulting in the extension of the non-renewal notice date of May 15, the May 1 date as it applies to this chapter will be comparably extended. At least one (1) copy of these two (2) lists will be provided to each school building, program administrator, and the Association.

14.9B. **Tentative assignment**: On or before May 1, the District will publish the list of "tentative assignments of employees" to retained positions in strict accord with the criteria utilized in the layoff and recall procedures.

14.9C. **Two-day tentative assignment question period**: An employee will be provided the opportunity of not less than two (2) days following receipt of their "tentative assignment" to ask questions and discuss it with District officials before it becomes a firm assignment.

Article 14.10 Notification of separation

On or before May 15 the superintendent shall take such action as may be necessary under state statute to notify individuals that have not been placed in the retained positions that their contracts will not be renewed, or that their contractual status may be adversely affected because of the conditions that are requiring the District to make a reduction in its program and the abolishment of certain positions. This date is automatically extended if statutory provisions concerning delayed budget action serve to extend the date.

Article 14.11 Options for individuals receiving notice of separation because of layoff procedure

The options available to individuals who have completed provisional status and have received written notice of probable cause for separation from active service with the District because of layoff procedures are:

14.11A. Submit a written appeal for hearing with the Board within ten (10) days as provided in RCW 28A.405.310, or direct appeal to Superior Court.

14.11B. Submit a written appeal of the separation notice and simultaneously submit a request for a District budget crisis leave (Article 6.12).

14.11C. Allow their employee status with the District to be terminated at the end of their present contract.

Article 14.12 District budget crisis leave

14.12A. A request for a District budget crisis leave as provided in Article 14.11B above will be implemented pursuant to Article 6.12 of this Agreement. Reference is hereby made to Article 6.12 and by this reference made part of this article.

14.12B. **Employment pool**: All certificated employees whether exercising option A or B of Article 14.11 and having one (1) or more years "satisfactory service", will automatically be placed in a District employment pool. Article 6.12 of the CBA will govern the application and implementation of those people placed in the District employment pool. Reference is hereby made to Article 6.12 and by this reference made a part of this article. The District will establish and adhere to reasonable and adequate procedures to notify an individual in the pool when vacancies occur for which they are qualified.

CHAPTER 15 SITE-BASED LEADERSHIP TEAM

Article 15.1 Philosophy – 3 main elements

The VEA and VPS affirm a principle of contemporary management that recognizes that decisions in the operation of an organization are best made by the individuals who actually provide the service. The Site-Based Leadership Team (SBLT) philosophy is comprised of three (3) main elements:

15.1A. The decentralization and democratization of appropriate building level decisions (i.e., those not governed by District policy, regulation, or state or federal statute); and

15.1B. Delegation of authority to the building principal and their staff to identify decisions being provided for the students; and

15.1C. Development of responsibility among site staff for the determination, execution, and evaluation of the revised instructional programs

Article 15.2 Discussion of topics

SBLT is a collaborative process intended for the discussion of topics and to provide input for consideration regarding student learning, which will be limited to their site. SBLT topics shall not include management rights listed under Chapter 2.

Article 15.3 SBLT open to all members

The parties agree that each party will equally strive in good faith to make the SBLT philosophy a reality in all schools in the District. All meetings shall be open to all members.

Article 15.4 SBLT co-chairs

Site-based decision-making for the purposes of the chapter is defined as the decisions of the staff relative to student learning and delivery at that site.

The certificated staff shall constitute the SBLT Leadership. Responsibilities shall be shared by co-chairs made up of the building principal or assistant and a member of the certificated instructional faculty (may be the faculty representative) who is annually selected by a majority vote of the certificated staff at that site who are members of the Association's bargaining unit. Each faculty may select more than one co-chair to carry out the diverse instructional decisions within a large staff. The co-chairs will jointly establish the agendas and other aspects of governing meetings and customary duties and responsibilities of a democratic organization.

The decision-making process shall include open dialogue in which issues are presented, defined, discussed, and resolved by a confidential vote.

Proposals may be submitted for a vote to only those members of the faculty who are impacted by the vote. When votes are taken, 60% approval is required and the vote shall be in writing. The decision regarding ballot procedures shall be exclusive to each site or administrative unit. All eligible members are entitled to vote even if they can't attend the meeting. The VEA building representative(s) shall be responsible for all balloting. The counting of votes shall be conducted by the SBLT Co-Chairs and the VEA building representative(s).

Article 15.5 Agendas and minutes

The principal and the co-chair will determine the meeting agendas and items to be voted on. This will be communicated to staff at least three (3) days prior to the meeting or less than three (3) days when mutually agreed upon by the principal and co-chair. The principal will arrange to have notes taken on topics discussed and action taken at the meeting. The principal will see that any recommendations and/or

decisions are prepared for publication and distribution made to all members of the team in a timely manner. The SBLT staff co-chair may be compensated for additional time outside the contracted day. See Appendix E.

Article 15.6 Use of TRI funds

Decision-making activities may require additional time beyond regularly scheduled faculty meetings. Consequently, all flexible days available to each FTE may be used by members for instructional program planning beyond the regularly scheduled school day, and one hundred eighty (180) day school year.

Article 15.7 Budget Oversight Committee

Each school site or administrative unit shall form a mandatory Budget Oversight Committee. The makeup of this committee shall be the principal/designee, co-chair(s), VEA faculty representative(s), secretary or clerk responsible for budgets, representatives from departments, teacher librarians, and any other individuals necessary to the development of the budget. The function of the committee will be to oversee the planning and distribution of the budget and to monitor at least once a month all expenditures, balances, transfers, etc. Full disclosure of budget information shall be available to each faculty member by the members of the Budget Oversight Committee.

APPENDIX A – CERTIFICATED EMPLOYEE BASIC CONTRACT

Vancouver School District No. 37
Certificated Employee - Basic Contract
School Year 2024-2025

Date:

Name:

Building:

Contract Type:

This contract is made by and between the Board of Directors of Vancouver School District No. 37 (district) and the employee providing signature below (employee). The contract is for school year 2024-2025 based on the board approved calendar. The contract period is automatically adjusted for any days cancelled and rescheduled because of inclement weather or emergency.

Salary will be paid in twelve (12) equal installments with the first payment on the last duty day of September. Each subsequent payment will be made on the last duty day of the month. In the event that this agreement is terminated before the end of the contracted period, any monies paid and/or due will be adjusted based on the amount of the contract that was completed.

The contract does not become effective until the employee delivers to the Office of Human Resources within fifteen (15) days of the above date: (1) a valid Washington State professional certificate required for the position identified; and (2) this contract bearing the employee's signature. In the event that the employee fails to sign and return this contract within the time specified, the employee shall be deemed to have waived any right to employment with the district. For new employees to the district, this contract is also contingent upon satisfactory completion of federal and state criminal history review. In accepting this contract, the employee certifies that he/she is not bound by another contract that might interfere with the employee's performance of duties required by their contract.

Employment under this contract is subject to the provisions of the Comprehensive Professional Agreement (CPA) between the district and the Vancouver Education Association as well as applicable district policies, procedures, and regulations. The employee agrees to perform the duties and responsibilities of the position as described in the applicable position, the CPA, and State of Washington statutes and regulations. Part-time employees may be required to go to full-time status on a ten (10) working days notice.

Lane	Credits	Step	FTE	Start Date	No. of Days

By order of the Board of Directors of the Vancouver School District No. 37, Clark County, Washington.

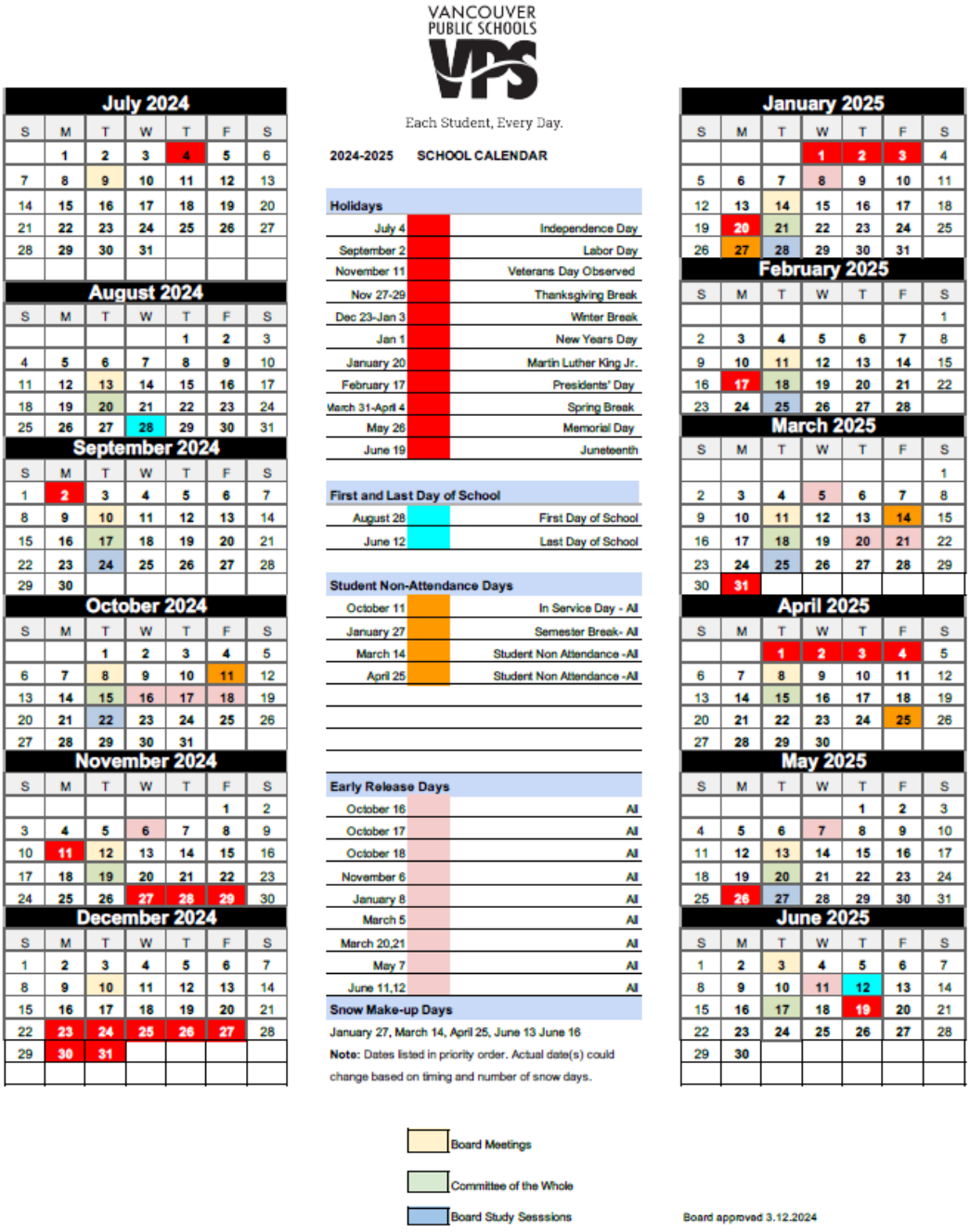


Jeff Snell, Superintendent

SIGNED: _____ _____

Employee Date

APPENDIX B – 2024-2025 DISTRICT CALENDAR



APPENDIX C – 2024-2025 BASE PAY AND TRI SCHEDULE

2024-25	Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PhD
Base	**0**	$56,486	$58,014	$59,593	$61,178	$67,723	$72,807	$76,085
TRI A. Enrichment		$6,439	$6,614	$6,794	$6,974	$7,720	$8,300	$8,674
TRI B. PL Days		$942	$967	$993	$1,020	$1,129	$1,213	$1,268
Base +TRI		**$63,868**	**$65,595**	**$67,380**	**$69,172**	**$76,572**	**$82,320**	**$86,027**
Base	**1**	$57,248	$58,793	$60,396	$62,049	$68,477	$73,612	$76,867
TRI A. Enrichment		$6,526	$6,702	$6,885	$7,074	$7,806	$8,392	$8,763
TRI B. PL Days		$954	$980	$1,007	$1,034	$1,141	$1,227	$1,281
Base +TRI		**$64,728**	**$66,475**	**$68,288**	**$70,157**	**$77,425**	**$83,231**	**$86,911**
Base	**2**	$57,972	$59,534	$61,152	$62,933	$69,233	$74,356	$77,645
TRI A. Enrichment		$6,609	$6,787	$6,971	$7,174	$7,893	$8,477	$8,852
TRI B. PL Days		$966	$992	$1,019	$1,049	$1,154	$1,239	$1,294
Base +TRI		**$65,547**	**$67,314**	**$69,143**	**$71,156**	**$78,280**	**$84,072**	**$87,791**
Base	**3**	$58,718	$60,294	$61,932	$63,768	$69,954	$75,061	$78,433
TRI A. Enrichment		$6,694	$6,874	$7,060	$7,270	$7,975	$8,557	$8,941
TRI B. PL Days		$979	$1,005	$1,032	$1,063	$1,166	$1,251	$1,307
Base +TRI		**$66,391**	**$68,173**	**$70,025**	**$72,101**	**$79,095**	**$84,869**	**$88,682**
Base	**4**	$59,451	$61,097	$62,743	$64,645	$70,705	$75,847	$79,244
TRI A. Enrichment		$6,777	$6,965	$7,153	$7,370	$8,060	$8,647	$9,034
TRI B. PL Days		$991	$1,018	$1,046	$1,077	$1,178	$1,264	$1,321
Base +TRI		**$67,219**	**$69,080**	**$70,941**	**$73,092**	**$79,944**	**$85,758**	**$89,599**
Base	**5**	$60,207	$61,860	$63,521	$65,530	$71,472	$76,595	$80,058
TRI A. Enrichment		$6,864	$7,052	$7,241	$7,470	$8,148	$8,732	$9,127
TRI B. PL Days		$1,003	$1,031	$1,059	$1,092	$1,191	$1,277	$1,334
Base +TRI		**$68,074**	**$69,944**	**$71,821**	**$74,092**	**$80,811**	**$86,604**	**$90,519**
Base	**6**	$60,985	$62,602	$64,320	$66,426	$72,256	$77,355	$80,834
TRI A. Enrichment		$6,952	$7,137	$7,332	$7,573	$8,237	$8,818	$9,215
TRI B. PL Days		$1,016	$1,043	$1,072	$1,107	$1,204	$1,289	$1,347
Base +TRI		**$68,954**	**$70,782**	**$72,724**	**$75,106**	**$81,697**	**$87,463**	**$91,396**
Base	**7**	$62,350	$63,992	$65,732	$67,955	$73,726	$78,898	$82,476
TRI A. Enrichment		$7,108	$7,295	$7,493	$7,747	$8,405	$8,994	$9,402
TRI B. PL Days		$1,039	$1,067	$1,096	$1,133	$1,229	$1,315	$1,375
Base +TRI		**$70,497**	**$72,354**	**$74,321**	**$76,834**	**$83,360**	**$89,207**	**$93,253**
Base	**8**	$64,349	$66,080	$67,862	$70,269	$76,038	$81,283	$84,990
TRI A. Enrichment		$7,336	$7,533	$7,736	$8,011	$8,668	$9,266	$9,689
TRI B. PL Days		$1,073	$1,101	$1,131	$1,171	$1,267	$1,355	$1,416
Base +TRI		**$72,758**	**$74,714**	**$76,729**	**$79,451**	**$85,974**	**$91,904**	**$96,095**
Base	**9**		$68,245	$70,115	$72,609	$78,375	$83,743	$87,578
TRI A. Enrichment			$7,780	$7,993	$8,277	$8,935	$9,547	$9,984
TRI B. PL Days			$1,137	$1,169	$1,210	$1,306	$1,396	$1,460
Base +TRI			**$77,162**	**$79,276**	**$82,097**	**$88,616**	**$94,685**	**$99,022**
Base	**10**			$72,394	$75,067	$80,836	$86,273	$90,234
TRI A. Enrichment				$8,253	$8,558	$9,215	$9,835	$10,287
TRI B. PL Days				$1,206	$1,251	$1,347	$1,438	$1,504
Base +TRI				**$81,853**	**$84,876**	**$91,399**	**$97,546**	**$102,025**
Base	**11**				$77,598	$83,364	$88,924	$92,962
TRI A. Enrichment					$8,846	$9,503	$10,137	$10,598
TRI B. PL Days					$1,293	$1,389	$1,482	$1,549
Base +TRI					**$87,738**	**$94,257**	**$100,543**	**$105,109**
Base	**12**				$80,047	$85,996	$91,644	$95,806
TRI A. Enrichment					$9,125	$9,804	$10,447	$10,922
TRI B. PL Days					$1,334	$1,433	$1,527	$1,597
Base +TRI					**$90,506**	**$97,233**	**$103,618**	**$108,325**
Base	**13**					$88,718	$94,428	$98,714
TRI A. Enrichment						$10,114	$10,765	$11,253
TRI B. PL Days						$1,479	$1,574	$1,645
Base +TRI						**$100,310**	**$106,767**	**$111,612**
Base	**14**					$91,520	$97,413	$101,738
TRI A. Enrichment						$10,433	$11,105	$11,598
TRI B. PL Days						$1,525	$1,624	$1,696
Base +TRI						**$103,479**	**$110,141**	**$115,032**
Base	**15**					$93,901	$99,946	$104,381
TRI A. Enrichment						$10,705	$11,394	$11,899
TRI B. PL Days						$1,565	$1,666	$1,740
Base +TRI						**$106,171**	**$113,006**	**$118,020**
Base	**16**					$95,779	$101,944	$106,470
TRI A. Enrichment						$10,919	$11,622	$12,138
TRI B. PL Days						$1,596	$1,699	$1,775
Base +TRI						**$108,294**	**$115,265**	**$120,382**

APPENDIX D – CERTIFICATED EMPLOYEE TRI SUPPLEMENTAL CONTRACT

Vancouver School District No. 37
Certificated Employee
Time, Responsibility, and Incentive Supplemental Contract
School Year 2024-2025

This contract is made by and between the Board of Directors of Vancouver School District No. 37 (district) and the employee providing signature below (employee) pursuant to RCW 28A.400.200(4).

Part I

A. Professional Learning Days (TRI)
   i. Pre-duty Days (paid in October)
   ii. Professional Learning State Day (paid in December)

Professional Learning Days will be paid eight (8) hours **per day** at **the hourly** per diem **rate** and paid in the October and December payroll cycles. These are mandatory days and contract pay will be reduced accordingly if attendance is not met.

B. Enrichment Duties (TRI)

The employee agrees to perform responsibilities as outlined in Chapter 12 of the Comprehensive Professional Agreement (CPA) between the district and the Vancouver Education Association and will be provided additional compensation based on the current TRI rates for a full-time employee and prorated for less than a full-time employee. TRI pay will be paid in twelve (12) equal installments and compensation shall be pursuant to the TRI schedule in the VEA contract pending final board approval.

An employee working less than full-time or less than full school year will have his/her compensation for additional responsibilities adjusted proportionately based on the percentage of FTE and/or percentage of school year worked. If the employee fails to perform all or any part of the duties required in this responsibility supplemental contract any overpayment of additional compensation shall be withheld from the final pay.

This contract only applies to the responsibilities identified in this supplemental contract. Any additional compensation for professional development/in-service will be approved and paid on a separate supplemental contract.

Signature of Employee:_____ Date:_____

Printed Employee Name:_____ Location:_____

By order of the Board of Directors of the Vancouver School District No. 37, Clark County, Washington

Jeff Snell, Superintendent

Performance of this contract shall be verified under the direction of the Department of Payroll by submission of the certification in Part II on June 1, 2025.

Part II

I hereby confirm that the requirements as outlined above have been performed.

Signature of Employee:_____ Date:_____

Signature of Supervisor:_____ Date:_____

APPENDIX E – EXTENDED YEAR DAYS AND EQUIVALENT HOURS

Vancouver Public Schools
Extended Year Days and Equivalent Hours 2024-2025

Job Category	Extended Year Days	Equivalent Hours
School-to-Work Specialists	6	48
Career Guidance	10	80
Horticulture (Comprehensive High Schools)	17	136
Horticulture (Lewis & Clark Campus/Flex Academy)	4	32
Traveling Classroom Teachers Serving three (3) or more sites	1	8
Technology Education Learning Lab	3	24
Teacher Librarian up to 350 Total Student FTE	5	40
Teacher Librarian 351 to 550 Total Student FTE	7	56
Teacher Librarian 551 to 750 Total Student FTE	9	72
Teacher Librarian 751 to 1,000 Total Student FTE	12	96
Teacher Librarian 1,001 to 1,500 Total Student FTE	15	120
Teacher Librarian 1,501 and Higher Total Student FTE	18	144
Lewis & Clark Campus/Flex Academy Counselor	7.5	60
Elementary School Counselor (Prorated based upon staff FTE)	2	16
Secondary School Counselor (Prorated based upon staff FTE)	16.5	132
School Psychologist (Prorated based upon staff FTE)	8	64
Facilitator, Preschool Assess./Placement	7.5	60
School Nurse (Plus one additional day for each school they are assigned to.) (Prorated based upon staff FTE)	3	24
Speech Language Pathologist (Prorated based upon staff FTE)	2	16
Occupational Therapist (Prorated based upon staff FTE)	2	16
Physical Therapist (Prorated based upon staff FTE)	2	16
Special Education Teachers (Prorated based upon staff FTE)	1	8
TOSA	Up to 20	Up to 160
Deans	Up to 10	Up to 80

NOTE:

- Extended year day(s) may be scheduled as full days, hours, or a combination of days and hours up to the equivalent number of hours (e.g. 3 days = 24 hours)
- Extended Year Days are paid at per diem.
- The purpose of the extended year day is for work that extends beyond the responsibilities of a professional educator as defined in article 12.1.
- TOSAs and Deans shall meet with their building or program administrator to determine their Extended Year Work Days and/or equivalent hours in advance of the work.
- The time worked on any non-student attendance day and/or outside of any contracted work-day between July 1 prior to the start of the school year, and June 30 after the close of the school year.
- Any decrease from the above days/hours shall be mutually agreed upon by the Assistant Superintendent of Human Resources and the Executive Director for the Association.
- All Days/hours shall be recorded on a supplemental contract.
- Proration of extended year days/hours shall not negatively impact current part-time employees who were under contract during the 2020-2021 school year.

Vancouver Public Schools Extended Day Salary Schedule 2024-2025 (3.7%)
Professional Education Certificate Required

Activity Level/Area	Step 1	Step 2	Step 3
	2024-2025	2024-2025	2024-2025
High School			
ASB Coordinator	$2,739	$2,877	$3,021
Debate/Forensics	$5,152	$5,409	$5,680
Healthy Options Club (Stipend)			$1,576
IB CAS (Community Action Services) (Stipend)			$6,713
Instrumental Music	$9,555	$10,033	$10,536
Journalism/Newspaper	$1,423	$1,493	$1,568
Key Club Advisor	$1,774	$1,865	$1,957
Knowledge Bowl	$1,838	$1,929	$2,025
Math Team	$1,838	$1,929	$2,025
Mock Trial Advisor - Head	$4,436	$4,659	$4,890
Mock Trial Advisor - Assistant	$3,551	$3,727	$3,915
Model UN	$2,626	$2,755	$2,895
National Honor Society	$2,876	$3,019	$3,171
Natural Helpers (Stipend)			$1,576
Science Olympiad	$1,838	$1,929	$2,025
Special Events Support	$2,130	$2,235	$2,347
String/Orchestra	$7,669	$8,053	$8,455
Theatre	$5,680	$5,964	$6,262
Vocal Music	$7,669	$8,053	$8,455
Winter Percussion /Steel Drums	$2,876	$3,019	$3,171
Yearbook	$5,111	$5,368	$5,636
CTE Student Leadership Programs			
Distributive Education Clubs of America	$1,677	$1,759	$1,849
Envirothon	$1,838	$1,929	$2,025
Family, Career & Community Leaders of America	$1,677	$1,759	$1,849
FIRST Robotics Club (Assistant Coach)	$5,751	$6,038	$6,341
FIRST Robotics Club (Head Coach)	$7,669	$8,053	$8,455
Future Business Leaders of America	$1,677	$1,759	$1,849
Future Farmers of America	$1,677	$1,759	$1,849
Health Occupations Students of America	$1,677	$1,759	$1,849
Journalism/Newspaper	$1,423	$1,493	$1,568
Skills USA	$1,677	$1,759	$1,849
Technology Student Association	$1,677	$1,759	$1,849
VEX Robotics - Head	$7,669	$8,053	$8,455
Yearbook	$5,111	$5,368	$5,636
CTE Learning Labs			
Culinary Arts Learning Lab	$3,772	$3,960	$4,158
Horticulture/Natural Resources Learning Lab	$3,772	$3,960	$4,158
Marketing Learning Lab	$3,772	$3,960	$4,158
Metal/Welding Learning Lab	$3,772	$3,960	$4,158
Technical Education Learning Lab	$3,772	$3,960	$4,158
VSAA Graphic Design Learning Lab	$7,669	$8,053	$8,455
Work Based Learning	$3,355	$3,522	$4,158
Middle School			
ASB Coordinator	$1,370	$1,439	$1,511
Healthy Options Club (Stipend)			$1,576
Instrumental Music	$5,537	$5,813	$6,105
Intramural Director (Stipend)			$4,057
Math Team	$1,774	$1,865	$1,957
National Honor Society	$2,876	$3,019	$3,171
Science Olympiad	$1,774	$1,865	$1,957
Steel Drums / Jazz Band	$2,876	$3,019	$3,171
String/Orchestra	$5,537	$5,813	$6,105
Theater	$1,774	$1,865	$1,957
Vocal Music	$5,537	$5,813	$6,105
Yearbook	$803	$843	$884

1. All stipends in this Appendix are based on duties and responsibilities to be completed outside of the normal duty day. 2. The above stipend amounts may be shared between two or more participating employees when the employee(s) and the building administrator agree to a reduced or shared program. 3. Salary related benefits (e.g. per diem rate, Extended Day Salary Schedule, respective stipends, TRI schedule, etc.) shall increase annually by the negotiated COLA.

Vancouver Public Schools Extended Day Salary Schedule 2024-2025
Professional Education Certificate Required

Activity Level/Area	Step 1	Step 2	Step 3
	2024-2025	2024-2025	2024-2025
Elementary School			
Extended Day Arts	$2,754	$2,891	$3,037
Vancouver School of Arts & Academics			
Choreography Lab	$7,669	$8,053	$8,455
Costume Production Lab	$7,669	$8,053	$8,455
Dance Repertory Ensembles	$7,669	$8,053	$8,455
Instrumental Repertory Ensembles	$7,669	$8,053	$8,455
Literary Publications Lab	$7,669	$8,053	$8,455
Math Team	$1,838	$1,929	$2,025
Model UN	$2,626	$2,755	$2,895
Moving Image Arts	$7,669	$8,053	$8,455
National Honor Society	$2,876	$3,019	$3,171
Special Events Support	$2,130	$2,235	$2,347
Symphony	$7,669	$8,053	$8,455
Theater Repertory Ensembles	$7,669	$8,053	$8,455
Theater Technical Production Lab	$7,669	$8,053	$8,455
Visual Arts Lab (Gallery)	$7,669	$8,053	$8,455
Visual Arts Lab (Photo)	$7,669	$8,053	$8,455
Vocal Repertory Ensembles	$7,669	$8,053	$8,455
Yearbook	$5,111	$5,368	$5,636
iTech Preparatory			
Envirothon	$1,874	$1,967	$2,068
Publication Lab	$7,822	$8,213	$8,623
Visual Arts Design Lab	$7,822	$8,213	$8,623
HiPstory Association (National History Day)	$7,669	$8,053	$8,455
Other Stipends			
Categorical Programs			
Dual Language Teachers (Stipend)			$1,500
Special Education			
WA-AIM Assessments (development and administration)			$100 per assessment
State Required Assessments			
Elementary School (Stipend)			$1,104
Middle School (Stipend)			$2,212
High School (Stipend)			$3,537
National Board Professional Teacher Standard Certificate (Stipend)			$1,843
Hourly Rate Stipends			
SBLT Co-Chair paid at per diem			
Saturday School/Student Management Supervisor paid at per diem			

1. All stipends in this Appendix are based on duties and responsibilities to be completed outside of the normal duty day. 2. The above stipend amounts may be shared between two or more participating employees when the employee(s) and the building administrator agree to a reduced or shared program. 3. Salary related benefits (e.g. per diem rate, Extended Day Salary Schedule, respective stipends, TRI schedule, etc.) shall increase annually by the negotiated COLA.

Step crosswalk from 2023-2024 to 2024-2025

Step in 2023-2024 CPA	Step in 2024-2025 CBA
Step 0	Step 1
Step 1	Step 2
Step 2	Step 3
Step 3	Step 3
Step 4	Step 3

APPENDIX F – LONG-TERM REPLACEMENT SUBSTITUTE ENRICHMENT TRI RECONCILIATION

LONG-TERM REPLACEMENT SUBSTITUTE
ENRICHMENT TRI RECONCILIATION
(Completed upon assignment of a Long-term Replacement Substitute)
Reference CPA, Chapter 12

Long-term Replacement Substitutes in an assignment greater than 20 days and eligible for TRI based on the number of days worked while in the assignment.

When TRI contract revisions happen that cause an overpayment, the employee receiving the overpayment will be notified as soon as possible. Following notification, the overpayment will be repaid by the employee in equal payments from the remaining paychecks in the fiscal year.

During the period of long-term leave, the teachers' TRI will be reduced based on the amount of paid/unpaid non-workdays. A qualifying leave of absence is considered greater than 20 consecutive days. Leaves less than 20 consecutive days will not impact teacher TRI.

Absence begin date: _____ **Anticipated Return to work Date:** _____

☐ **Check Box if no Long-Term Replacement substitute is assigned to fulfill absence.**

Certificated Teacher (Printed) (if none, write "vacancy")	Long-Term Replacement Substitute (Printed) (if none, write "Not Applicable")

Long Term Substitute:
Assignment begin date: _____ **Assignment end date:** _____

TRI contract for teachers on leave is on form Appendix D and must be signed separately.

The signed form is to be submitted by the building administrator to the payroll office at the beginning of the long-term replacement substitute assignment. By signing below, the teacher and long-term replacement substitute above has committed to perform the TRI responsibilities as outlined in Chapter 12. Payment of TRI is based on worked days.

Required signature of,

Long-term replacement substitute: _____ Date: _____

Building administrator: _____ Date: _____

APPENDIX G – APPROVED TSA-403(B) VENDORS

Approved TSA – 403(b) Vendors

Vancouver School District
Approved Tax Shelter Annuity Providers 403(b) Plan

Please use the link below to view all of the insurance companies that are presently participating in the District's tax sheltered annuity program and have a least five (5) participants. Any insurance company may be represented if it has five (5) or more applicants. If participation falls below five (5), additional applications will not be accepted until the minimum number is met.

www.omni-403b.com

****

New vendors will be added under the following conditions:

a) Five (5) or more employees request the addition of a new vendor
b) Potential vendor (third-party administrator) signs Information Sharing Agreement. The IRS requires information Sharing Agreements as part of the Employer 403(b) Plan
c) *Allows Roth 403(b) contributions

APPENDIX H – SAFETY AUDIT REVIEW FORM

Name of employee requesting this safety review: _____

School: _____

Class title for which a review has been requested: _____

Names and phone numbers of other adults who are normally in this classroom:

_____

How many students are normally in attendance in the assigned classroom? _____

Is there enough space for each student for the activities required? [ ] Yes [ ] No

Are there adequate methods of communication in case of emergency? [ ] Yes [ ] No

If this is a Physical Education class, is suitable locker room coverage provided? [ ] Yes [ ] No

Is it possible for the teacher to observe all student activity in this setting? [ ] Yes [ ] No

Is there enough equipment for all students to participate? [ ] Yes [ ] No

What other issues need to be addressed to improve the safety of this space? (Use back if more space is needed.)

_____

_____

_____

What concerns does the instructor have?

_____

_____

After the safety audit review, please sign and indicate whether or not this space in your opinion meets or does not meet safety requirements, for the class that has been assigned to this space.

Building Administrator: _____ [ ] Pass Safety Review [ ] Fail

Instructor: _____ [ ] Pass Safety Review [ ] Fail

VEA Representative: _____ [ ] Pass Safety Review [ ] Fail

Date of the physical review of this teaching space: _____

Send copies of this completed form to VSD Human Resources Director and VEA Executive Director.

APPENDIX I – ALTERNATIVE DISPUTE RESOLUTION PROCESS FOR VSD AND VEA

Alternative Dispute Resolution Process for VSD and VEA

Introduction: The VSD and the VEA are long-term partners in the delivery of quality education. In carrying out their joint mission, there are occasions when disagreements arise. The CBA provides a grievance procedure for resolving disagreements regarding matters covered by the Agreement including:

1) Interpretation or application of the terms of a regulation, rule, or practice;
2) Inequitable treatment of an employee;
3) Existence of a condition that jeopardizes employee health or safety.

The District also has regular administrative channels that Association members may use for resolving certain other disagreements.

However, both the District and the Association have recently realized that disputes may arise that fall outside the Agreement and are not sufficiently covered by other resolution processes. It is their desire to develop an efficient and cost-effective process for jointly attempting to resolve these disputes locally, while still protecting their rights to take the dispute to the Public Employment Relations Commission, or to any other body having jurisdiction, if the local process is unsuccessful in resolving the dispute. The report analyzes all of the options and recommends such a process.

Recommendation: In reviewing the available options, assisted negotiation using a neutral third party acceptable to both sides seems to be the best choice for all disputes, regardless of the subject and regardless of the settlement attempts up to that point. Assisted negotiation involves the parties in solving their own dispute, is less formal and less costly, and is generally better accepted than a decision rendered by an outside third party. The recommended process is explained in detail in the Recommended Process section of this appendix.

The recommendation protects the rights of the parties to refer the dispute to other authorities if this local resolution process is unsuccessful. It also provides that the parties may mutually agree to stop the process at any point, but may not unilaterally proceed to the next legal option without first exhausting all efforts in assisted negotiation.

The recommendation recognizes that the District and the Association are long-term partners in the provision of quality education, and that they need a flexible process to resolve disputes falling outside of the Agreement and the administrative processes. It provides an amicable dispute resolution process that is critical to the parties' long-term relationship. It also recognizes that no two disputes are the same, and that it is important to make every effort to help the parties reach their own solution and to keep the process as informal as possible.

The process might also be appropriate for either party to use in resolving other disputes.

Recommended process:

1. To use this process to resolve a dispute, both parties must agree that:
    a) They have been unable to resolve the dispute themselves using unassisted negotiation.
    b) The dispute does not fall under any other contractual or administrative dispute resolution process.
    c) They desire to use this process.
    d) This process is an interim step to seek local resolution of the dispute through assisted negotiation.
    e) If this process is not successful in resolving the dispute, the parties do not give up any of their legal rights to take the dispute to the Public Employment Relations Commission or any other body having jurisdiction, or to pursue any other legal remedy.
    f) Information obtained during this resolution process may not be used later in a trial.

2. Once agreement to use this process is reached:
    a) The parties must agree on a neutral party to provide facilitation and mediation efforts.

b) The neutral party will be called a mediator, but will be entitled to use all aspects of conciliation, facilitation, and mediation in attempting to assist the parties in resolving the dispute.
c) If the parties are unable to agree initially on a mediator:
    1) Each party will prepare a list of at least three mediators acceptable to them
    2) Any mediator appearing on both lists may be selected by the parties
    3) If there are no common mediators on both lists, the lists will have to be expanded until the parties are able to agree on one
d) Contact with the agreed-upon mediator can be made by either party.
e) The mediator will initially meet with the parties individually to learn their views and interests regarding the dispute.
f) The mediator will provide ground rules to be followed by all parties during the resolution process.

3. In all of the dispute resolutions the mediator will:
    a) Keep the process as informal as possible:
        1) No witnesses present at joint meetings
        2) No evidence presented at joint meetings
        3) No written positions or briefings unless requested by the mediator
    b) Help the parties define the issues and their own interests.
    c) Try to eliminate obstacles to communication between the parties.
    d) Keep confidential the information that each party shares with the mediator, and not reveal it to the other party without the consent of the party that disclosed it.
    e) Help the parties resolve their own problem:
        1) They will feel better about the solution if it were imposed by an outsider
        2) They will take greater ownership of the decision and will support it better
    f) Help the parties focus on the solutions that will prevent future recurrence of the problem rather than focus on punishment or revenge for an event in the past.
    g) Help the parties arrive at a proactive win-win resolution of the dispute.

4. The parties should agree on time frames for resolution of the dispute:
    a) If the parties cannot agree, the recommendation of the mediator will be used.
    b) The parties jointly, or the mediator, have the flexibility to adjust the time frames if progress warrants it.

5. The mediator will use conciliation, facilitation, and mediation in attempting to help the parties resolve the dispute:
    a) The mediator will meet with the parties individually and together as progress warrants.
    b) The mediator will advise the parties honestly and make suggestions as appropriate to assist in the resolution process.
    c) The mediator may consult with outside experts in the subject area of the dispute and may call in an outside expert to assist with the process of neutral evaluation or fact finding.
    d) If the parties are unable to reach agreement, the mediator may:
        1) Privately analyze with each party the strengths and weaknesses of its case
        2) Recommend a solution and work to move the parties toward acceptance of the solution, but the recommendation is not binding on the parties
    e) Negotiations will continue until the dispute is resolved or until all parties agree that further negotiations are fruitless.

6. If the parties reach agreement, they must also agree on whether the decision is precedent setting for all similar future disputes, or is a one-time solution.

7. If appropriate, the agreement may include provisions for monitoring the progress of the solution over time with the mediator acting as the monitor at agreed upon intervals and reporting back to the parties. If the mediator finds the solution is not working, he or she may recommend to the parties that they reconvene and attempt to improve the solution.

8. If the parties are unable to resolve the dispute despite the best efforts of assisted negotiation, the mediator will discuss with both parties the ramifications of not reaching agreement and the options available to them to resolve the dispute.

9. The parties may mutually agree to stop this process at any point, but they may not unilaterally stop the process and moved directly to the Public Employment Relations Commission or any other outside body without first exhausting all efforts in assisted negotiation.

10. Both parties will bear their own costs through all steps of the process and will share equally in the cost of the mediator and all outside costs of the resolution process.

Types of Alternative Dispute Resolution

Unassisted negotiation: Unassisted negotiation involves only the people enmeshed in the dispute and no third parties. These are two types:

1. **Competitive:** Negotiators seek to maximize their own gain at the expense of the other party; most effective for one-shot, single issue situations in which there will be no long-term relationship.
2. **Collaborative:** Negotiators seek to find solutions that satisfy everyone's interest; search for joint gains rather than compromising or splitting the difference; appropriate where creative solutions are possible; best where parties will have ongoing relationship; builds trust and credibility.

Assisted negotiations: These are attempts to encourage and assist the parties to jointly develop their own solution to the dispute. These processes have been shown to be favored by the most parties because the parties are involved in developing their own solution, they take greater ownership of the solution than in one proscribed by a third party, and the process is generally less formal and less costly than other processes.

Conciliation/Convening: Conciliator acts to; bring the parties together; carry messages between parties; provide diplomacy and expedite the process.

Facilitation: Facilitator does everything the Conciliator does, plus; acts as moderator; makes certain all parties are heard. Facilitator does not; volunteer own ideas; actively participate in moving parties toward agreement.

Mediation: Mediator does everything the Facilitator does, plus; helps parties to reach their own settlement; meets with both parties separately and together; helps the parties focus on remedies for the future rather than responsibility for the past; does not judge right or wrong, guilt, or innocence.

Negotiated rule making: Mediator invites representatives of competing interest groups to participate in mediation to reach agreement on new rules or regulations.

Outcome prediction: If agreement cannot be reached using assisted negotiation, the next best step may be some form of outcome predication. These processes are attempts to show the parties what might happen if negotiations fail and the parties proceed to litigation. They are generally used to encourage the parties to continue attempting to reach a negotiated settlement and avoid litigation.

Neutral evaluation: Neutral third party, who is knowledgeable in the substantive area of the dispute, listens to the facts and legal arguments and attempts to predict the probable range of outcomes before the parties go to more formal proceedings.

Fact finding: Neutral third party gives the disputants or the decision-maker findings of fact, possibly with a recommended solution (similar to a non-binding arbitration).

Ombudsman and complaint programs: Supposedly independent person who investigates problems and complaints and attempts to resolve them through mediation or recommended solutions (generally seen in government and corporate organizations).

Mini-trial: Meetings chaired by neutral advisor. Lawyers present summaries of their cases to chief executives or decision makers representing both sides. Chief executives or decision makers attempt to settle the case. If they are unable to reach agreement, the neutral advisor may mediate or recommend a settlement.

Summary jury trail: Involves a judge and summary jury participating in an abbreviated hearing and rendering a non-binding verdict; explaining it to participants and answering questions (attempts to predict the outcome of a full trial).

Non-binding arbitration: Generally part of the litigation process just before going to trial (attempts to settle smaller civil litigation cases). Arbitrator's decision is non-binding and case can proceed to court if not settled by the parties.

Mediation/Arbitration: Neutral third party mediates, but if the parties are unable to reach a settlement, will act as arbitrator and impose a decision. Mediator is not supposed to use any confidential information obtained during the mediation in deciding the arbitration.

Adjudication: If outcome prediction does not result in a negotiated settlement, the remaining processes involve placing the matter completely in the hands of a third party who will render a binding decision on the parties. These processes generally require more time and effort and are generally more costly than the processes in which the parties attempt to resolve their own dispute. Therefore, parties should make every effort to use assisted negotiation and outcome prediction before placing the dispute entirely in the hands of a third party for a decision.

Arbitration: Neutral third party listens to both parties and renders a binding decision; generally follows more formal processes than assisted negotiations.

Courtroom arbitration: Arbitration involving the use of a private court and judge who listens to both parties and renders a binding decision.

Litigation: Binding decision rendered by a judge or jury; formal, lengthy, and expensive.

Articles in CBA Dealing with Dispute Resolution

The CBA articles listed below deal with dispute resolution and may or may not need to be reviewed and modified to accommodate the recommended process:

- Article 5.2: Adjustment of Complaints Outside the Negotiated Grievance Procedure
- Article 5.3: Definitions
- Article 5.6: Arbitration

Sources of Information:

Center for Dispute Settlement
1666 Connecticut Ave, NW
Washington D.C., 20009
(202) 265-9572

Confluence Northwest
15500 H NW Ferry Road
Portland, OR 97231
(888) 462-8602

Federal Mediation and Conciliation Service
2100 K Street NW
Washington D.C., 20427
(202) 606-8100

Judicial Arbitration and Mediation Services, Inc.
600 University St., Suite: 1910
Seattle, WA 98101
(206) 622-5267

Oregon Mediation Association
PO Box 40041
Portland, OR 97204
(503) 872-9775

Settling Disputes, Linda Singer
www.jamsadra.com/Singer

Washington State Bar Association
1325 Fourth Avenue, Suite 600
Seattle, WA 98101
(800) 945-9722

Willamette University Center for Dispute Resolution
245 Winter Street SE
Salem, OR 97301
(503) 370-6282

APPENDIX J – GENERAL EDUCATION OVERLOAD RESOLUTION FORMS

Elementary VPS Overload Form

Elementary Overload see Article 10.5

Basic = $6/student over Basic Max = $9/student over Max

	K (Base/Maximum)	1-3 (Base/Maximum)	4-5 (Base/Maximum)
24-25	**22/24**	**23/25**	**26/28**

Employee Name:_____ **Employee ID #:**_____

Current Grade Teaching:_____ **Number of students in the classroom:**_____

Month in Overload:_____ **Number of Days:**_____

Budget #:_____

Basic:

$6.00 x _____# of students in *Base* overload (see table-up to 2) =_____ x_____ Days of the month = $_____

Max:

$9.00 x _____# of students in *Max* overload (see table-over max) =_____ x_____ Days of the month = $_____

Total Compensation: $_____

CONTRACT SECTION It is hereby agreed between Vancouver School District No. 37, Clark County, WA, and the above named employee that this contract is for extra hours beyond the basic contract. This supplemental contract is made pursuant to RCW 28A.400.200 (4) and in accordance therewith, and is not subject to the continuing contract provisions of Title 28A of the Revised Code of Washington. By signing this contract, the employee named herein and the Board of Directors of the Vancouver School District agree to its terms.

_____ _____
Employee Signature Date

_____ _____ _____ _____
Building Principal Signature Date VEA Rep Signature Date

_____ _____
Executive Director Signature (Superintendent Designee) Date

Central Office Initials:

Middle School VPS Overload Form

Middle School Overload see Article 10.6Bi

Aggregate Overload - $5 for each student over 168 total for a 7 period day, or over 145 total for a 6 period day

Individual Class Overload - $5 for each student over 30 if 2 or more periods over 30

Note: Overload is paid for **BOTH** Aggregate and Individual Class Overload

PE - (198 total and students over 33 if 2 or more periods)

Music- (210 total and students over 35 if 2 or more periods)

(see Article 10.6B below)

Employee Name:_____ **Employee ID #:**_____

Month in Overload:_____ **Number of Days:**_____

Budget #:_____

# of students in *Aggregate* Overload:_____

PLUS # of students in *Individua*l Class Overload:_____

Total Overload:_____

$5.00 x _____ # of students in **overload** = $_____ x _____ (days of the month) = $_____

Total Compensation: $_____

CONTRACT SECTION It is hereby agreed between Vancouver School District No. 37, Clark County, WA, and the above named employee that this contract is for extra hours beyond the basic contract. This supplemental contract is made pursuant to RCW 28A.400.200 (4) and in accordance therewith, and is not subject to the continuing contract provisions of Title 28A of the Revised Code of Washington. By signing this contract, the employee named herein and the Board of Directors of the Vancouver School District agree to its terms.

_____ _____

Employee Signature Date

_____ _____ _____ _____

Building Principal Signature Date VEA Rep Signature Date

_____ _____

Executive Director Signature (Superintendent Designee) Date

Central Office Initials:

High School VPS Overload Form

<u>High School Overload see Article 10.6Bii</u>

Aggregate Overload- $5 for each student over 150 total

Individual Class Overload -$5 for each student over 32 for two or more periods per day

Note: Overload is paid for BOTH Aggregate and Individual Class Overload

VSAA/iTech -Aggregate Overload -$5 for each student over 180 total

Individual Class Overload - $5 for each student over 32 for two or more periods per day

Employee Name:_____ **Employee ID#**_____

Month in Overload:_____ **Number of Days:**_____

Budget#:_____

# of students in *Aggregate* Overload:_____

PLUS # of students in *Individual* Class Overload:_____

Total Overload:_____

$5.00 x _____ # of students in **overload** = $_____ x _____ (days of the month) = $_____

Total Compensation: $_____

CONTRACT SECTION It is hereby agreed between Vancouver School District No. 37, Clark County, WA, and the above named employee that this contract is for extra hours beyond the basic contract. This supplemental contract is made pursuant to RCW 28A.400.200 (4) and in accordance therewith, and is not subject to the continuing contract provisions of Title 28A of the Revised Code of Washington. By signing this contract, the employee named herein and the Board of Directors of the Vancouver School District agree to its terms.

_____ _____

Employee Signature Date

_____ _____ _____ _____

Building Principal Signature Date VEA Rep Signature Date

_____ _____

Executive Director Signature (Superintendent Designee) Date

Central Office Initials:

APPENDIX K – SPECIAL SERVICES & ESA OVERLOAD RESOLUTION FORMS

Special Services Tracking/Overload VPS Form

Special Services Overload see Article 10.12

Employee Name:_____ **Employee ID#:**_____

Program Teaching:_____ **Number of students on caseload:**_____

Month:_____ **Number of Days:**_____

Budget #:_____

Role	Current Caseload	% in LRE 1 (# of students ÷ total # of students)	% in LRE 2 (# of students ÷ total # of students)	Number of Evals over cap (20) (evals, re-evals, and assessment revisions)
Learning Support				
Specialized Program				

Overload Remedy

• **Relief 1**	Relief Level 1 (PK-12)	1 day/Month	$250/Month
• **Relief 2**	Relief Level 2 (PK-12)	2 days/Month	$500/Month

*At the option of the Special Education teacher, release time may be instead replaced with a supplemental contract at the substitute rate of pay for the appropriate number of days.

Total Compensation: $_____

CONTRACT SECTION It is hereby agreed between Vancouver School District No. 37, Clark County, WA, and the above named employee that this contract is for extra hours beyond the basic contract. This supplemental contract is made pursuant to RCW 28A.400.200 (4) and in accordance therewith, and is not subject to the continuing contract provisions of Title 28A of the Revised Code of Washington. By signing this contract, the employee named herein and the Board of Directors of the Vancouver School District agree to its terms.

_____ _____
Employee Signature Date

_____ _____ _____ _____
Building Principal Signature Date VEA Rep Signature Date

Central Office Initials:

_____ _____
Executive Director Signature (Superintendent Designee) Date

ESA Tracking and Overload Special Services Tracking VPS Form

ESA Overload see Article 10.13 A/B

Employee Name: _____ Employee ID #: _____

Employee Type: _____ Month in Overload (at time of Count): _____

Caseload or Ratio (at time of Count): _____ Budget #: _____

Role	Caseload Cap	Ratio	Current Caseload or Ratio	Number of Eligible Evaluations Over Cap Completed this Month
SLP	**45**			
OT	**46**			
PT		**1:4500**		
Psych		**1:750**		
Nurse		**1:900**		

Overload Remedy

• **Relief 1**	**1 Day/Month**	**$250/month**
• **Relief 2**	**2 Days/Month**	**$500/month**
• **Number of Evaluations over 20**		

*At the option of the ESA, release time may be instead replaced with a supplemental contract at the substitute rate of pay for the appropriate number of days.

Total Compensation: $_____

CONTRACT SECTION It is hereby agreed between Vancouver School District No. 37, Clark County, WA, and the above named employee that this contract is for extra hours beyond the basic contract. This supplemental contract is made pursuant to RCW 28A.400.200 (4) and in accordance therewith, and is not subject to the continuing contract provisions of Title 28A of the Revised Code of Washington. By signing this contract, the employee named herein and the Board of Directors of the Vancouver School District agree to its terms.

_____ _____
Employee Signature Date

_____ _____ _____ _____
Building Principal Signature Date VEA Rep Signature Date

_____ _____
Executive Director Signature (Superintendent Designee) Date

Central Office Initials:

APPENDIX L – CERTIFICATED EMPLOYEE SPECIAL PROJECT PROPOSAL

Certificated Employee

Special Project Proposal

Name:	Building:	Phone:
Address:		Date:

Special Project Criteria:

- Teachers in their final two years of employment with the district are eligible to propose a special project of up to forty (40) hours duration to be performed outside of the contracted work day.
- Special projects are those which allow the teacher to apply their experience and knowledge to undertake a project which will have future value to the school district.
- Teachers may also request project proposals from the principal and/or central office.
- The proposal must contribute to the district's mission and school improvement.
- Projects will be discussed with and endorsed by the principal and approved by the central office.
- Special projects are compensated at the teacher's per diem rate on a supplemental contract upon completion of the project.

Project Title _____

Description of the project (stated objective, work to be accomplished, expected outcomes):

Identify how this project will contribute to the district's mission or school improvement:

Explanation of time commitment (number of hours):

_____ _____

Employee Signature Date

_____ _____

Principal/Administrator Endorsing Signature Date

APPENDIX M – GRIEVANCE FORMS

Vancouver Education Association
Vancouver School District

GRIEVANCE PROCEDURE FORM

Step 1 Grievance

A. Name of Grievant(s): _____

School(s): _____

Position(s): _____

B. Date of Grievance: _____

C. Appropriate Supervisor (Authority to settle complaint): _____

D. Statement of Complaint(s) (cite appropriate Article(s), use additional pages if necessary):

E. Remedy (state the adjustment sought by the Grievant, use additional pages if necessary):

F. Describe the background of the complaint and any informal efforts to resolve the grievance (use additional pages if necessary):

Signature of Grievant(s):_____

Date of submission: _____

Copies to:

Grievant
VEA
Superintendent/designee

Vancouver Education Association
Vancouver School District

GRIEVANCE PROCEDURE FORM

Step 1 Response

A. Name of Grievant(s): _____

B. Appropriate Supervisor reviewing complaint: _____

I have reviewed the Step 1 Grievance and make the following determinations:

C. Statement of findings of fact (use additional pages if necessary):

D. Conclusions and rationale for proper disposition of this complaint and the remedy to be provided (use additional pages if necessary):

An appeal of this decision must be filed within ten (10) days of receipt:

Signature of Appropriate Supervisor:_____

Date of decision: _____

Copies to:

Grievant
VEA
Superintendent/designee

Vancouver Education Association
Vancouver School District

GRIEVANCE PROCEDURE FORM

Step 2 Grievance

A. Name of Grievant(s): _____

B. Date of appeal: _____

C. Statement of why the Step 1 Response is not satisfactory:

Signature of Grievant(s):_____

Date of submission: _____

Copies to:

Grievant
VEA
Superintendent/designee

Vancouver Education Association
Vancouver School District

GRIEVANCE PROCEDURE FORM

Step 2 Response

A. Name of Grievant(s): _____

B. Superintendent/Designee reviewing complaint: _____

C. Date of grievance adjustment conference: _____

D. Findings, conclusions and rationale for proper disposition of this complaint and the remedy to be provided (use additional pages if necessary)

Signature of Superintendent/Designee: _____

Date of decision: _____

Copies to:

Grievant
VEA
Superintendent/designee