

WAE Bargaining proposals – 26 Feb 2024 – 3:30pm

U-1) Section 1.10 Reopener Clause – strike redundant language – pg. 9

This Agreement constitutes the entire Agreement between the Board and the Association and shall become effective September 1, 2022, and shall continue until August 31, 2024. This contract can be opened in May of each year during the life of this Agreement for negotiation of specific, mutually determined issues. The contract may be reopened on specific issues of mutual concern.

U-2) Section 1.12 Duration – update – pg. 9

The duration of this contract shall be for two years, from the beginning of the 2022-2023 school year through the 2023-2024 school year, provided however that the individual provisions of the contract shall remain in effect until such time as they are revised or replaced through the negotiations process.

This Agreement shall be effective as of the first day of September, 2024 and shall continue in effect until the thirty-first day of August, 2027.

U-3) Section 2.3 Just Cause – amend – pg. 12

D. In the event a disciplinary action is taken or a discussion is held that may lead to disciplinary action, the employee shall be advised of the right to representation. The specific grounds forming the basis for any disciplinary investigation and action will be made available in writing to the employee and the Association. The District will also provide all current information collected regarding this investigation. This includes but is not limited to any notes taken by management before, during, or after the meeting, employee interviews, student interviews, anything regarding the investigation in electronic or hard copy such as email correspondence, and investigatory reports produced by a third party.

U-4) Section 2.4 Academic Freedom – amend – pg. 13

C. ~~Should a community furor develop over the alleged inappropriateness of material or methodology strategies, in relation to the maturity level of the students, the principal may direct the employee to halt the topic until a Board level review of the matter can be conducted. The professional staff shall assist in designing and selecting the curriculum, in conformity with the laws of Washington and the rules and regulations of the State Board of Education, and WSD Board Policy.~~

Should written concerns arise about the teaching methodology of any particular educator, WSD and WAE including the respective educator shall mutually collaborate to determine next steps. This may include pausing instruction on that topic until an agreement is made by both parties on next steps.

U-5) Section 2.5 Personnel Files – strike, pg. 13

A. Employees shall have the right to review, by prior appointment, all materials in their personnel file. The District shall maintain only one personnel file. The superintendent, or the superintendent's designee, shall be present during this review. No derogatory reference to any

employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's signature indicating receipt of the material prior to its placement in the file. In the event an employee refuses to sign, the supervisor will document the refusal and place the item in the personnel file. An employee shall have the right to answer and/or refute in writing any materials that may be judged by the employee to be derogatory regarding the employee's conduct, service, character or personality. The written response shall be made part of the employee's personnel file. Upon the request of the employee, the Union and the District agree that any derogatory and/or disciplinary piece of information over three (3) years old shall be removed from the employee's file, ~~provided, there are no subsequent disciplinary steps based on that information and~~ with the exception of those prohibited from removal by state law and in accordance with state retention requirements.

U-6) Section 2.6 Employee Protection – amend, pg. 14

- A. The District will represent an employee in any civil proceeding arising from actions or omissions of the employee while acting within the scope of employment.
- B. Any case of assault upon an employee shall be promptly (within 24-48 hours) reported to the appropriate law enforcement agency and the District. The District will fully investigate the assault and take appropriate disciplinary action within its statutory power. The District will support the employee regarding procedures for pressing criminal and civil damages. If the employee suffers injuries related to the assault that result in loss of time benefits under worker's compensation, the District will provide PTO at no cost to the staff member until worker's compensation goes into effect and supplement worker's compensation benefits (Assuming the employee is not able to perform light duty) to the extent necessary to offset the difference between net benefits and net take-home pay for up to thirty (30) calendar days. Employees should fill out the appropriate electronic reporting form via ESD 112.

U-6) Section 2.10 Substitute Teachers – amend – pg. 15

The following provisions of the negotiated agreement will apply to non-contracted substitute teachers:

Sections 1.1 - 1.16, 2.1, 2.3 - 2.6, 2.8, 2.9, 3.8B, 3.8C, 3.11, 3.14, 3.17, 4.4, and Section 8.

U-7) Section 3.2 Reassignment and Transfer – amend – pg. 17

A. Definitions:

- 1. Transfer is a change of assignment to a different school/building.
- 2. Reassignment is a change of assignment within the building
- 3. Voluntary reassignment or transfer is initiated by a teacher who is looking to move to a different assignment within the employee's building or another building.
- 4. Involuntary transfer or reassignment is one that is initiated by the District due to overstaffing in the current assignment or program changes. SPED will be considered a program.
- 5. Seniority is FTE years of Washougal experience.

U-8) Section 3.2 Reassignment and Transfer – strike – pg. 19

E. Moving Expenses:

- I. An employee who is transferred or reassigned because of District need will be paid for actual packing, moving, unpacking, and setting-up of the new classroom at per diem rate not to exceed 28 hours.

2. Employees who ask the District for a transfer or reassignment will have their classroom items transported (after the employee has prepared the items for transport) by the District. The employee will not be paid.

~~3. Employees who are being reassigned involuntarily at the request of the District or the building principal, will be paid for actual packing, moving, unpacking, and classroom set-up time at per diem rate, not to exceed 28 hours. Alternatively, substitute coverage for up to four (4) school days will be awarded if the school year is in session. This will include employees who are requested by the District or building principal to move to a different classroom and/or grade level(s) within a building before or after the school year has begun.~~

4. If under unusual circumstances, moving is not able to be completed within the 28 hours, the employee may request additional compensation with approval of the building principal.

U-9) Section 3.3 Involuntary Reassignment or Transfer – amend – pg. 17

A. Procedural Overview of Involuntary Reassignment or Transfer: Involuntary reassignments or transfers normally occur only when enrollment changes or special program needs cannot be met because of student enrollment/staff changes. These reassignments or transfers are District initiated. No employee will be involuntarily reassigned/transferred three (3) years in a row. Whenever possible, an involuntarily assigned employee should be placed in an equivalent position.

U-10) B. In-Building Involuntary Reassignment

1. The principal or supervisor will first ask for qualified volunteers to be reassigned in-building. The reassignment need will be posted, emailed to staff, and announced at staff meetings allowing five (5) working days for volunteers to come forward. Whenever possible, such an involuntarily reassigned employee should be placed in an equivalent position. ~~As an incentive, it may be agreed that the employee who volunteers to be reassigned~~ **Any employee who is involuntarily transferred** will be offered reinstatement to the prior position if it is recreated for the next school year.

~~2. If no one volunteers in-building, the principal or supervisor will involuntarily reassign the employee with the least seniority in the building whose endorsement(s) match the position into which the reassignment could occur~~ **the HR Director shall ask for qualified volunteers District-wide. If no one volunteers after a district-wide search, the HR Director will involuntary reassign the employee with the least seniority in the District whose endorsement matches the vacant position.**

3. Qualifications will be determined by the criteria stated in the job posting.

4. When special programs show a need for preservation at the site level, a site team (special program staff, WAE president, and building administrator) will be formed to oversee the process and selection with the Agreement in force.

5. The employee to be involuntarily reassigned will be given notice of the reassignment by the final student day of the school year unless it is caused by actual student enrollment/staff changes, in which case notice will occur as quickly as the situation arises.

U-11) Section 3.7 Teachers On Special Assignment (TOSA) – amend – pg. 21

It serves the interests of the District and teachers to afford teachers the opportunity to provide their knowledge and skill to the educational process by serving on special assignments. Such special assignments can include (but are not limited to) serving as mentors, instructional coaches, curriculum specialists, etc. Assignment length is determined by funding source conditions, assignment requirements, and District or Building need. TOSAs will work with students, staff, and parents to facilitate improvement in the delivery of a guaranteed and viable curriculum. The focus will be on working with staff members and teams to improve classroom instruction as well as other effective research based instructional practices to enhance student learning. A TOSA will not be assigned to a particular building but will be available to all schools as a resource.

A. TOSA positions will be posted in-building for five (5) working days, and sent to all staff via email. As an exception, during the period from the end of the school year through the first two (2) weeks of the new school year, the posting will be for three (3) days.

~~B. The District retains the right to select and assign district-wide TOSA. The Association will be granted the opportunity to nominate and/or provide input and recommendations concerning district-wide TOSAs. Selected TOSAs may respectfully decline the nomination.~~

~~C. Selection of building-based TOSAs will be based upon collaboration between grade-level teams or subject matter teams and building administrators. The final decision on TOSA assignments rests with the building administrator.~~

D. The District will provide TOSAs with plans and/or documentation outlining the activities and responsibilities expected of them. It is understood that TOSAs remain part of the bargaining unit and as such will maintain confidentiality regarding any evaluative information regarding teachers being assisted. Such information will not be shared with or used by administrators in the evaluative process. It is also understood that, as colleagues and as part of the bargaining unit, TOSAs will only assist teachers within the teacher's classroom at the request or consent of the teacher being assisted.

U-12) Section 3.8 Work Year/Workday – amend – pg. 22

A. The school calendar will be collaboratively negotiated between the District and the Association. The base contract and work year is 184 days (185 days for employees new to Washougal).

1. Each semester will end with two (2) early release days for the completion of student records, assessment of students and programs and room preparation.

2. A winter break of a minimum of ten (10) weekdays with three (3) weekends shall be scheduled.

3. A spring break of five (5) consecutive weekdays approximately halfway between the winter holiday and the last day of school.

4. Legal holidays as provided in RCW 28A.150.050.

5. All reasonable efforts will be made to coordinate the Washougal student attendance calendar with those of surrounding school districts.

6. The Wednesday before Thanksgiving will be a non-contract day.

7. The first semester will always conclude on a Friday, unless the second semester would

begin on a state enrollment count date.

(...)

G. Provided further that an additional ½ hour per week immediately before or after the employee day shall be for faculty meetings, which may be combined with the ½ hour before or after, exclusive of Monday morning and Friday afternoon. ~~Students will be dismissed three (3) hours early on the last day of school.~~

(...)

J. To ensure equitable access for all students, the building principal will seek input from the Building Leadership Team/building staff from each department and grade level in determining the building schedule.

U-13) Section 3.11 Planning Time – strike and add new section – pg. 24

A. Each full-time secondary instructor shall have a daily planning time that is equal to one instructional period. ~~Secondary instructors working less than full-time are entitled to prorated planning time.~~

B. Each full-time elementary employee (defined as certificated employees working more than 3.5 hours per day) will be provided 270 minutes of planning time each week in increments of not less than thirty (30) minutes. ~~Elementary employees working part-time will be provided with prorated planning time.~~

C. All teachers working either less than or more than full-time are entitled to prorated planning time.

U-14) Section 3.12 Class Size and Elementary Combination Classrooms – amend – pg. 24

A. Transition to Kindergarten (TTK) classrooms shall be capped at twenty students and a six (6) hour paraprofessional will be assigned to each classroom. When a K-1 class exceeds 23 students, a 2-3 class exceeds 24, a 4-5 class exceeds 26 students, a 6-8 class exceeds 28, a 9-12 class exceeds 29 students, then class overload shall be reduced by doing one of the following: transferring students, hiring additional staff, or transferring or reassigning district personnel. A teacher may elect to waive class size limitation.

(...)

D. If the above steps cannot resolve the class overload, the building administrator and teacher will mutually agree on implementing Step 1, 2 or 3 below.

I. Hiring aides (one hour aide time per student over the maximum class size, for as long as the maximum class size is exceeded).

a. A PE class size overload, with a shared aide shall be calculated on a ratio of 25:1.

b. Overload for music groups (grades 6-12) over 50 shall receive a stipend of ~~\$3.00~~ \$3.11 per extra student per day. Overload for music groups over 75 shall receive a stipend of ~~\$6.00~~ \$6.22 per extra student per day.

2. Giving an extra stipend of ~~\$13.00~~ \$13.48 per extra student per day based on count day.

Should a class exceed the Class Size by three or more at the elementary level, the affected teacher will receive \$15.48 per student per day for each student above the maximum, and

three hours of instructional paraprofessional support. Overload shall be adjusted annually by the IPD.

3. Secondary (middle high school, grades 6-12) teachers who are in overload, and who are also above their maximum class size numbers (e.g., 140 at the middle and 145 at the high school, excluding advisory classes ~~beginning the 2023-2024 school year~~) will receive one-half of the overload stipend for each student in overload to recognize the overload within the instructional period as well as the increase in workload beyond the full workload level.

a. Each school will utilize their building based decision-making process to determine the structure, duration, and scheduling of the weekly advisory period.

b. Lessons and activities will be preplanned, with all materials provided to teachers at least two days prior to the delivery of the activities.

c. Advisory will occur no more than one (1) time per day during regular school hours. Advisory cannot be before or after school (e.g. During "0" period).

d. Advisory will occur no more than 36 times during the school year.

U-15) Section 3.13 Classroom Visitation – amend – pg. 26

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the learning process, the following guidelines are set forth:

A. All visitors shall obtain the approval of the principal/program manager or their designee and impacted faculty, prior to entering a classroom. The principal/program manager will contact the employee regarding the pending visit and will respect and grant the request to postpone the visit if the timing would be disruptive to the activity taking place at the time. Visitors will be encouraged to contact the teacher to schedule the visit. This does not apply to classroom visits by District personnel.

(...)

C. The principal of each school shall meet with ~~the respective faculties~~ faculty to establish guidelines and expectations for the role of the employee and the visitor; so all will know what is expected during this activity. This information should be disseminated to the patron by the principal.

U-16) Section 3.14 Covering Classes – amend – pg. 26

C. After building administrator has asked for volunteers and should the need arise to cover a prep period or periods at any level, the process outlined below will be followed in order:

1. Certificated substitute
2. Emergency substitute
3. ~~Qualified TOSA (Determined by building principal/program director)~~
4. Certificated Teacher (in building)
5. Building Administrators
6. Distribution of students among multiple classes

U-17) Section 3.17 Student Discipline – new section – pg. 27

H. If a restorative conference/reentry is scheduled following a student incident, the impacted

teacher shall be invited to attend. If this conversation is scheduled during instructional time, the District will arrange to have the teacher's class covered.

U-18a) Section 3.20 Special Education and Educational Staff Associates – amend and placeholder – pg. 30

The Association and the District agree to the following district caseload averages for special education:

Learning Support

Resource Room (K- 5) Twenty-five (25) with one six-hour paraprofessional up to 25 students

Resource Room (6-12) Twenty-five (25)

Specialized Learning Support

Comprehensive Support (6-12) Sixteen (16)

IAC (K-5) Twelve (12) with two six-hour paraprofessionals up to 12 students

IAC (6-12) Sixteen (16)

SLC (K-5) Ten (10)

SLC (6-12) Sixteen (16)

Adaptive Classrooms

Life Skills (K-5) Eight (8)

Life Skills (6-12) Ten (10)

WATP Twelve (12)

Early Childhood Twenty-four (24) per session

Related Services

SLP Forty-five (45)

OT/PT Forty-five (45) (.5 for consult only)

School Psychologist One (1) FTE person ~~nine hundred (900)~~ eight hundred (800)

U-18b) B. ~~Special education teacher overload pay is \$90 a month per student on count date. SPED and SPED program (Adaptive classroom, Specialized Learning Support, and Learning Support) teachers shall receive the same overload as Gen Ed (Section 3.12(D)(2)). Life Skills teachers shall receive a full-time paraprofessional aid for every two overloaded students in addition to overload pay. Elementary resource room teachers shall see an increase of 3 hours of para support for every 5 additional students over 25. SLC K-5 teachers shall receive an additional 3 hours of para time for every two students over 10 and IAC K-5 teachers shall receive an additional 3 hours over 12 students in overload.~~

~~SLP/OT/PT overload pay is \$50 per month per student on count date. Psychologist overload pay is \$100 \$1 per month for every 100 students (FTE) over the population limit on count date. Life Skills classroom teachers shall receive the same overload as Gen Ed teachers (Section 3.12(D)(2)).~~

~~C. The Association and District will collaborate on ways to distribute overload relief to ESAs which may include caseload rebalancing, substitute relief time for added workload (approved by building principal), additional paraeducator support, or additional per diem time for increased IEP development. For SLP and OT, overload relief may include the addition of Certified Occupational Therapy Assistant or Speech Language Pathologist Assistant support.~~

School Psychologists will be notified of their building(s) assignment for the following school year by April 15th each year. Notification shall be in writing. If the assignment is different from the previous year the psychologist may, upon written request, meet with the director of special services to discuss.

C. When the total number of students at a school exceeds an average of 250 per counselor, overload pay will be provided for each twenty-five (25) students that exceeds the combined maximum, not to exceed two hundred (200) students. Counselor overload pay is \$1 per month for every (one) 1 student (FTE) over the population limit on count date.

U-20) Section 4.4 Payday – amend – pg. 34

A. Paydays shall be the last business day of the month. Pay will be by direct deposit.

B. Errors in salary amount which result in under or over payment must be corrected within seven (7) business days ~~as soon as possible~~. It is the mutual responsibility of the employee and the District to rectify errors.

U-21) Section 4.7 Supplemental Contracts – amend – pg. 36

D. The District will provide an extended day contract of two (2) days to all full-time middle school counselors and ~~eight (8)~~ ten (10) days to all full-time high school counselors to be paid by timecard at their respective per diem rate. Elementary counselors will receive two (2) days.

In addition, counselors with a caseload of more than seven (7) 504 plans will receive one (1) additional extended day for every three (3) 504 plans added.

(...)

G. Kindergarten teachers will have 21 hours available at their discretion either before or after school starts to assess students, provide input data, in addition to other duties needed to complete WA Kids. Kindergarten teachers shall be given the opportunity to schedule Parent Connection meetings on half days during the first week of school in the afternoons and one full Friday in September.

U-22) Section 4.9 Career Supplemental Stipends – amend – pg. 37

B. Employees who submit notice of resignation ~~or retirement~~ by February 1st will automatically receive a \$1500 stipend. Employees who submit notice of retirement by February 1st will automatically receive a \$10,000 stipend. Written notification of intent to retire must be submitted to the District's Human Resources department ~~by February 1st~~. Employees must finish their contract. Employees will receive the stipend at the end of July.

U-23) Section 5.2 Personal Leave – amend – pg. 37

A. It is recognized that occasionally employees have a need to conduct personal affairs that do not fall under the emergency definition but which require them to be absent during the work day.

B. ~~Beginning the 2023-2024 school year,~~ Employees will be provided one Wellness Day that

cannot be rolled over or cashed in. This day will not be deducted from existing leave banks, and may be taken at any time during the school year except within the first 5 days or last 5 days of school. Wellness Day will be the first day deducted from an employee's personal leave bank. Such date will be approved except in emergency circumstances or if a substitute is not available (if substitute is required). No more than twelve (12) educators may use wellness leave on any one day.

U-24) Section 5.3 Sick Leave (Paid Leave For Illness, Injury, Emergency, And Family Care.) – amend – pg. 38

Paid or unpaid leave shall be applied consecutively unless the employee elects otherwise.

A. At the beginning of each school year, each full-time employee shall be credited with sick leave in the amount of twelve (12) days with full pay. Part-time employees shall be granted sick leave at the ratio of days employed to 180 days. Sick leave shall be cumulative each year.

U-25) Section 5.9 Family Leave – amend – pg. 40

A. The District will comply with all provisions of the Washington Paid Family and Medical Leave Law (PFML), the Federal Family Medical Leave Act. The District shall pay for both the employer and employee portion of PFML.

U-26) Section 7 Staff Reduction and Re-employment Agreement (Layoff and Recall)

Section 7.1 - Procedures for Staff Reduction – amend – pg. 49

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

A. Determination of Vacant Positions: The District will determine, as accurately as possible, the total number of certificated staff members known as of May 1 to be leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge or nonrenewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

I. Vacant positions will be filled by reassigning or transferring currently employed staff members within the District unless for reasons of certification, training and/or experience, no qualified person is available.

II. Both parties share a mutual interest in retaining as many staff as is reasonably possible so as to create the least impact on students, family, and overall school programming. As a result, between May 15th and the first school day of the affected school year, employees shall be provided the opportunity to obtain the endorsement needed to retain their job. Employees will also be given the opportunity to teach outside of their certification in order to retain their position as long as they are making progress towards that certification. Prior to any RIFs, TOSA positions shall be converted to classroom teacher positions. If a staffing or program reduction is contemplated, one-year contracted employees, by statute, shall be nonrenewed by May 15.

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

U-27) Salary Proposal:

2024-2025: 2% (4.7% total with IPD for 2024-2025)
2025-2026: 2%
2026-2027: 3%

NOTE: WAE clarified at the bargaining table that this number was supposed to say 5.7%, and their subsequent proposals list that number.

Housekeeping items (typos, updates, etc):

(Pg. 15)

B. The Association shall appoint a representative, to be paid at the employee's per diem rate of pay **if** any meetings are held outside the work day, to serve on the District Safety Committee.
Procedures for reporting safety concerns:

(Pg. 75-79)

Appendix M: Salary Schedules