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WSD-1 - amend - Section 2.4 Academic Freedom

The Association and the Board agree consistent with the basic education act, RCW 28A.150.230-240, employees may exercise academic freedom as follows:

- A. Employees will have latitude in the selection of teaching methodology and strategies provided the methods and strategies enable a student to reach the approved [state standards](#), goals and objectives of the course.
- B. Teachers will plan materials, discussions, and procedures, including the use of guest speakers to gain divergent points of view, with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of facts, the value of judgment and the virtue of respect for conflicting opinions. Teachers will exercise professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal and/or appropriate district administrator.
- 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.
- D. Employees are required to determine grades and evaluate student learning. In the event that an inquiry is made due to a parent/guardian or student concern or complaint and the administrator determines that a meeting between the parent/guardian/student and the employee is needed, the employee will participate in the meeting.
- E. No mechanical or electronic devices by students or visitors may be used by students or visitors without the permission of the employee. No mechanical or electronic devices shall be used in the classroom by a supervisor without the knowledge of the employee, and without at least two (2) days prior notice to the employee.

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WSD-2 - amend - Section 3.2 Reassignment and Transfer

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.
- 5- Seniority is FTE years of Washougal experience.

B. Procedural Overview in Reassignment and Transfer:

- 1- When an opening exists it will be posted for five (5) business days, if not filled in-building, in-district applicants will be considered. If not filled in-district, outside applicants may be considered. Employees will notify their principal or supervisor of their intent to be voluntarily reassigned or transferred by completing a Request for Transfer or Additional Assignment form (Appendix B).
- 2- Reassignment Form: The employee shall complete a request form that shall be kept on file in the district office. The request for transfer or additional assignment will be submitted through the district reassignment system or procedure.

C. Voluntary Reassignment

- 1- The District will create an in-building posting when an opening exists in a building or program and ask for volunteers to be reassigned.
- 2- The posting will be posted in-building for five (5) business 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. ~~If at any time, the most senior in-building employee is qualified and interested in the posting, the position will be offered to the employee. Any new posting will be immediately issued whether or not the three (3) day period has expired.~~ The same provision applies to any subsequent vacancies.
- 3- An interested qualified employee will notify the administration of the employee's intent to be reassigned.
- 4- If there are two or more qualified in-building applicants for the opening, ~~the most senior will be given the position.~~ building administration will use an interview process to determine the most qualified applicant.
- 5- ~~Qualified in-district~~ If the candidate(s) with the most seniority is not selected, that individual candidates not selected for the position will receive a letter of by-pass. The reason(s) given in the by-pass letter must conform to the qualifications based in the job posting.
- 6- Qualifications will be determined by the criteria stated in the job posting.

D. Voluntary Transfer

- 1- Open positions will be posted in each building and at the district office.
- 2- Positions will be posted for five (5) working days before being filled. The posting 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. ~~If at any time, the most senior in-building employee is qualified and interested in the posting, the position will be offered to the employee. Any new posting may be immediately issued whether or not the three (3) day period has expired.~~ The same provision applies to any subsequent vacancies.
- 3- If there are no in-building applicants and there are two (2) or more equally qualified in-district applicants for the opening, ~~the senior most qualified will be given first consideration for the position~~ building administration will use an interview process to determine the most qualified applicant.
- 4- ~~Qualified in-district candidates~~ If the candidate(s) with the most seniority is not selected, that individual not selected for the position will receive a letter of by-pass. The reason(s) given in the by-pass letter must conform to the qualifications based in the job posting.

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5. If the District is unable to fill the position through voluntary reassignment or transfer, the District may involuntarily assign or transfer an employee to fill the position. Or the District may open the position to be filled by outside applicants. A position not filled within the District will be available to outside applicants.
6. Qualifications will be determined by the criteria stated in the job posting.

E. Moving Expenses:

1. ~~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.~~

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WSD-3 - amend - Section 3.3 Involuntary Reassignment or Transfer

- 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.
- 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~~ communicated by other means when appropriate. The District will 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 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.
 - 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.
- C. In-District Involuntary Transfer
- 1- The District will first ask for qualified volunteers to be transferred. The transfer need will be posted in-building, emailed to all staff and communicated by other means when appropriate. The District will allow five (5) working days for volunteers to come forward. As an incentive it may be agreed that the employee who volunteers to be transferred will be offered reinstatement to the employee's prior position if it is recreated for the next school year.
 - 2- If no one volunteers, the District will involuntarily transfer the employee with the least seniority in the District whose endorsement(s) most match the position into which the transfer could occur.
 - 3- When special programs show a need for preservation at the site level, a site team (special program staff, the Association president, and building administrator) will be formed to oversee the exception process and selection with the Agreement in force. If qualifications are substantially equal, the least senior applicant will be given the position.
 - 4- The employee to be involuntarily transferred will be given notice of the transfer 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.
- D. Moving Expenses:
- 1- Employees who are being reassigned or transferred 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.
 - 2- 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.

WSD-4 - amend - Section 3.8 Work Year/Workday

- 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).

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- B. This number adjusts to reflect the actual number of state funded teacher contract days for returning Washougal employees and that number +1 for new Washougal employees. The employees per diem will be determined by dividing annual salary by 180 days.
- C. At the end of the year, check out will be done within three (3) workdays of the last day of school.
- D. ~~Employees will report for work ½ hour before the student day and be released no later than ½ hour after the student day*~~. Certificated employees shall be present in each of the buildings for seven and one-half (7½) hours each day (*student day is based on a six and a half-hour day). Prior to the school year starting, the structure of the “student day” will be determined by the building administrator in consultation with staff and in accordance with what is educationally sound for students. Employees will have a 1/2 hour duty free lunch. ~~The purpose of the half hour before and after school is for educators to be available to students, parents/guardians, and staff. (*student day is based on a six and a half hour day).~~ Teachers will be scheduled for sixty (60) minutes outside the student school day. The sixty (60) minutes will be split between before and after school time. The building principal will collaborate with the building leadership team regarding the proposed schedule and communicate the final decision prior to the start of the school year. The building principal will not allocate more than fifty (50) minutes or less than ten (10) minutes to any given time slot. For employees who are less than full time, the building administrator will make every attempt to create an acceptable schedule for the employee. The purpose of the before and after school time is for educators to be available to students, parents/guardians, and staff.

Supervision of students in the morning will be provided by the principal, and TOSA (e.g. Dean of Students, Technology, Early Learning, MTSS, Best Mentor, ELL, Math, etc). Certificated staff (specialists, counselors, psychologists, etc) who supervise ~~will do so on a voluntary basis and~~ will have corresponding time later within the scheduled work day. In the case that certificated staff have non-student contact time in their schedule (e.g. specialists) supervising students before school is an expectation.

- E. On weather related delayed starts or weather related early releases, the ~~½-hour-time~~ before and after adjusts to before and after the revised start and stop time.
- F. Employees may leave after the close of the student day on Fridays and the day before a holiday begins, as compensation for faculty meetings or other school activities that necessitate employee attendance beyond the normal workday (evening parent/guardian conferences, evening curriculum meetings, school wide open house programs) if the employee has no assigned duty. Additionally, principals will consult with the site-based team on the number of after school activities in an effort to limit the number of such activities.

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- 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~~ [time](#) before or after, exclusive of Monday morning and Friday afternoon. Students will be dismissed three (3) hours early on the last day of school.
- H. The District commits to ensure fairness to teachers who supervise students outside of the instructional day.
- I. The District will consider as a reasonable maximum, secondary teacher assignments of no more than three (3) different curriculum course preparations in no more than two (2) subject fields. Schools will attempt to avoid giving teachers new to the district more than two different curriculum course preparations.
- J. To ensure equitable access for all students, the building principal will seek input from the Building Leadership Team/building staff in determining the building schedule.
- K. Employees who are assigned to two (2) 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. Employees required to use personal transportation to travel between duty sites during the duty day (excluding home-to-work and work-to-home) shall track and submit documentation for mileage reimbursement at the current IRS mileage rate. Such requests should be submitted on a monthly basis consistent with the District approved reimbursement procedures.
- L. Monthly Labor Management meetings between the Association and the superintendent or superintendent's designee will include notice of new programs, initiatives, curriculum, or significant changes to existing programs. The Association will work collaboratively with the superintendent or superintendent's designee to address concerns regarding increased employee workload that may be created by implementation of programs or proposals.
- M. When professional development is involved, discussions will be in collaboration with the Labor Management Team during Labor Management meetings over the course of the school year where the focus will be on ensuring professional development is directly supporting sustainable progress in raising student achievement. This will give all affected parties (e.g. the Association, the District, and building staff) reasonable notice so that any issues can be resolved in a timely manner.
- N. Employees at the K-5 level will have one duty free recess period (twenty (20) minutes) either in the morning or the afternoon. Employees may give the principal input on their preferred recess time. However, employees may be requested to assist the building administrator during the recess period if an emergency arises and the administrator determines that assistance is needed in dealing with the situation.

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WSD-5 - amend - Section 3.9 Conference Time: Parent/Guardian/s Employee

- A. Parent/Guardian-employee conference time will be provided in the fall and in the spring. Grades K-12-5 will be dismissed three (3) hours early for five days in the fall and three days in the spring. Grades 6 - 12 will be dismissed three (3) hours early for three days (Wednesday, Thursday and Friday) in the fall and 2 days (Thursday and Friday) in the spring. ~~Spring conferences are held on an as needed basis or by parent request.~~ Staff not involved in parent/guardian conferences will be available for curriculum development projects. (See annual calendar for specific dates and early dismissal times.) Days for parent/guardian conferences will be scheduled when the annual calendar is developed.

- B. The first time a parent/guardian requests a special conference with an employee through the principal, every effort will be made to hold the conference within the employee workday. However, if that is not possible, the principal and teacher will work together to find a mutually agreeable time for the first meeting either before or after the employee workday, which the employee will attend.

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WSD-6 - amend - Section 3.12 Class Size and Elementary Combination Classrooms

- A. 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~~ 30 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.
- B. The District and the Association shall schedule twice-a-year meetings not later than the beginning of the third week of the school year and the second week of the second semester for the specific purpose of overload review and recommended resolutions. The Superintendent/designee shall chair the meetings and have discretion in making the final decision. Participants will include designated Association representatives and designated district representatives to include school principals and affected educators. In advance of the meeting, each teacher with an overload situation will be invited to provide the employee input to the school principal on a proposed resolution. ~~and the e~~ Educators who will be paid to attend the meeting will be paid at their per diem rate ~~if~~ if the meeting is outside the work day.
- C. The above district-wide meetings do not preclude classroom specific discussions between teachers and principals, and the association and district through labor-management when such overloads occur between the scheduled meeting dates.
- 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.
 1. ~~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. (1.) Overload for music groups (grades 6-12) over 50 shall receive a stipend of \$3.00 per extra student per day. Overload for music groups over 75 shall receive a stipend of \$6.00 per extra student per day.
 2. Giving an extra stipend of \$13.00 per extra student per day based on count day.
 3. At the secondary level, a teacher is in overload when their total number of students is Secondary (middle high school, grades 6-12) teachers who are in overload, and who are also above their maximum class size numbers. For teachers at the middle school the maximum class size number is 140 students and at the high school the maximum class size number is 150 students (not including music groups based on D.1.). For teachers who are teaching during their prep period, the maximum class size number is 168 for middle school and 180 for high school sections. Advisory classes are excluded from the maximum class size number. (e.g. 140 at the middle and 145 at the high school, excluding advisory classes beginning the 2023-2024 school year). Teachers in overload will receive one-half of the overload stipend for each student in overload over their maximum class size numbers 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.
- E. Within the first ten (10) days of the term, the district will inform all affected employees in class overload. Identified steps will be taken by the district to reduce, or compensate the teacher for the overload.

Elementary Combination Classrooms

The Building Administrator and Building Representative will meet and confer in a mutual effort to avoid or

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minimize combination classes. The Association retains the right to meet and confer on the issue with the District staff.

If a combination class is established, the teacher may choose between the following two options:

F.

1. A teacher assigned to a combination class will be given the option of two (2) on-site substitute release days per ~~trimester~~ semester or twenty-eight (28) hours of compensation per diem to plan for the curriculum.
2. A teacher assigned to a combination class will have four (4) hours of paraprofessional time daily to support English Language Arts and Math instruction.
3. The class size will be reduced by three (3) students from the class size otherwise appropriate to the grade level. If the grade levels have different class size limitations per Section 3.12, the lower limitation will be used.
4. A teacher assigned to a combination class will be given a stipend equal to ten percent (10%) of the teacher's base salary on the salary allocation model.

OR

G.

1. A teacher assigned to a combination class will be given the option of two (2) on-site substitute release days per ~~trimester~~ semester or twenty-eight (28) hours of compensation per diem to plan for the curriculum.
2. A teacher assigned to a combination class will have five (5) hours of paraprofessional time daily.

WSD-7 - amend/strike - Section 4.3 Per Diem Days/Professional Development Days

- A.** State-Funded and District-funded Mandatory - The district will provide four (4) days or twenty-eight (28) hours of mandatory state-funded and district-funded professional development days prior to the start of the ~~2022-23~~ 2024-25 school year and ~~2023-24~~ 2025-26 school year. The District will establish dates for the required state-funded days and district-funded mandatory no later than October 1 for the duration of the school year. These state funded days are part of the regular salary schedule contract, a timecard will not be necessary. A sign-in process will be required to receive clock hours. Upon a state funding deficit regarding professional development days, the District and the Association will utilize the reopener clause to ensure there is no loss of base compensation to members.
- B.** ~~District Funded - The district will provide one (1) day or 7 (seven) hours for district provided professional development. For payment verification, members will submit a timecard for the district funded, optional day. District funded professional development is dependent on passage of the Educational Programs and Operations Levy; upon a levy failure, the district funded days will not be offered.~~

WSD-8 - amend - Appendix M: Salary Schedules

The District shall apply the Implicit Price Deflator (IPD) ~~percentage~~ amount as provided by the state budget office to the salary schedule annually.

~~For the 2022-23 school year, the District commits to the IPD (5.5%) plus 1.5%~~

~~For the 2023-24 school year, the District commits to the state-funded IPD plus 1%~~

For the 2024-25 school year, the District commits to distributing the IPD-generated dollar amount evenly as a percentage of the base.

For the 2025-26 school year, the District commits to distributing the IPD-generated dollar amount evenly as a

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[percentage of the base.](#)

WSD-9 - update - Section 1.1 Preamble

This Agreement is entered into this September 1, 2022⁴, by and between the Washougal Association of Educators and the Washougal School District Number 112-6, County of Clark, Washington. The signatories shall be the sole parties to this Agreement, and agree that this Agreement is entered into between the Board of Education on behalf of the Washougal School District Number 112-6, herein referred to as the “Board” or “District”, and the Washougal Association of Educators, herein referred to as the “Association”.

WSD-10 - update - Section 1.2 Recognition

The Washougal School District recognizes the Washougal Association of Educators, pursuant to Chapter 41.59 RCW, as the exclusive bargaining representative for all certificated or licensed employees serving in certificated or licensed positions, or on District approved leave, substitute employees who work in a continuous assignment in excess of twenty (20) days, one year leave replacement employees, or those on a per diem, or hourly rate basis; such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are supervisory or administrative positions.

Excluded from the bargaining unit shall be the superintendent, central office administrators, building principals, associate building principals, or any supervisor who shall in the employee’s normal duties: have the authority in the interest of the District to hire, assign, promote, transfer, lay off, recall, suspend, discipline, or discharge other employees, or to resolve a grievance, or to effectively recommend such actions.

WASHOUGAL ASSOCIATION OF EDUCATORS

By: James Bennett, WAE President
Dated this 20 day of October, 2022

Negotiations Committee Members
James Bennett, President
Leslie DeShazer, Vice-President
Josie Barrett, Secretary
Marvina Bugajski
Candy Herrera, WEA UniServ Director

WASHOUGAL SCHOOL DISTRICT

By: Dr. Mary Tompleton, WSD Superintendent
Dated this 20 day of October, 2022

Negotiations Committee Members
Aaron Hansen
Les Brown
Kris Grindy
Cindie Persons
Tracey MacLachlan
Wendy Morrill

WSD-11 - update - Section 1.10 Reopener Clause

This Agreement constitutes the entire Agreement between the Board and the Association and shall become effective September 1, 2022⁴, and shall continue until August 31, 2024⁶. 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.

WSD-12 - update - Section 1.12 Duration

The duration of this contract shall be for two years, from the beginning of the ~~2022-2023~~ 2024-2025 school year through the ~~2023-2024~~ 2025-2026 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.

WSD-13 - amend - Exhibit A: Part-Time Matrix

390 minutes - Instructional Time

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60 minutes - Before and After School
-30 minutes - Lunch
420 minutes - 1.0 FTE (7.0 hours)

420 minutes x 180 days per year = 75,600 minutes per year = 1.0 FTE

In calculating an elementary (K-5) FTE part-time employees will be provided with prorated planning time.

In calculating a middle school FTE (6-8), the calculation is figured on number of periods taught times minutes in period; plus minutes for planning (planning time minutes for a full-time FTE divided by the number of periods taught by an FTE in day; plus 12 minutes before/after per period; plus 6 minutes passing time per period taught; times number of days taught in a ~~trimester~~ semester; times the rate per minute (annual FTE salary divided by 75,600 minutes).

In calculating a high school FTE (9-12), the calculation is figured on number of periods taught, times minutes in period; plus minutes for planning (planning time minutes for a full-time FTE divided by the number of periods taught by an FTE in day); plus 15 minutes before/after per period plus 10 minutes passing time per period taught; times number of days taught in a ~~trimester~~ semester; times the rate per minute (annual FTE salary divided by 75,600 minutes).

Note: a part time secondary teacher (6-12) minutes for planning, passing time and before/after will be adjusted based on the number of periods a full-time FTE is teaching (i.e. number period day be used during the school year)