MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

This Memorandum of Understanding is entered into by and between The Washington Public Employees Association, hereinafter referred to as the Union, and The Office of Financial Management and The State of Washington, hereinafter referred to as the Employer.

The parties agree to modify Article 45 as follows:

45.1 No later than thirty (30) days prior to the end of each school year, the Superintendent will provide WPEA with a draft list of common school closures, beginning and ending dates of the school year, and-winter and spring vacations and potential make up days. The make-up days and sequence for use for inclement weather or emergency closure will be provided in the calendar. The Superintendent, or designee, and union representatives shall make an effort to coordinate other calendar issues to facilitate educationally and fiscally sound calendars. This process should be finalized no later than fifteen (15) days before the end of each school year. The calendar of teacher duty days will not be altered without prior notice and consultation with the Union, except in emergency situations. In emergency situations, bargaining will commence as soon as possible. Outreach staff schedules will be developed by May 31st of each year of this Agreement for the ensuing school year. Schedules may be adjusted during the school year based upon district and/or operational needs.

The Union will be informed prior to May 31st of each year of this Agreement when any of the following changes occur in the school calendar:

A. The beginning date of school changes by more than four (4) days;

B. Any change in normal holiday times or days; or

C. A change in the total number of standard calendar workdays, except in emergency situations.
45.2 The calendar will reflect one (1) pre-service mandatory duty day for classroom setup scheduled in the week preceding the commencement of the academic year. CDHL will provide opportunities for extra pay for meetings, conferences, and professional development activities, which will be held on Fridays from 2:00 p.m. to 4:00 p.m. The rate of pay for these duties will be the hourly extra pay rate set by the Vancouver School District in accordance with Article 41.3.

45.3 Teachers shall not be routinely required and scheduled to provide more than an average of three hundred fifteen (315) minutes of formal student contact instructional time per day, per week. Other mutually determined daily work scheduling shall be developed annually. A minimum of thirty (30) minutes duty-free lunch period daily will be scheduled for each bargaining unit member. Reasonable teacher relief periods will be incorporated into each daily schedule.

45.4 [In accordance with Article 6, Section 6.9D and with the supervisor’s prior approval, employees in the Bargaining Units at the CDHL and WSSB will earn exchange time after forty hour work week—]for:

A. Meetings outside the regular workday; and
B. Activities or events outside the regular workday.

45.5 The previous year’s exchange time will be carried over to the current fiscal year but not to subsequent fiscal years.

45.6 The use of exchange time will be pre-approved by the supervisor who will consider date and time of use as it relates to:

A. Student safety;
B. Substitute availability; and
C. Teacher absenteeism in the program.

45.7 All teachers are paid based on a forty hour work week. CDHL and WSSB on-campus teachers will be required to work on-site for no more than thirty-eight and one-half (38½) hours in a workweek. Outreach staff will continue to set their schedules in order to best meet the needs of the contracted district(s) and the
contract requirements. Teachers (both on-campus and Outreach) will be afforded not less than four and one-half (4½) hours each week for prep time during the assigned instructional time periods. Prep time may include lesson planning, reviewing student work, team/collaborative planning and performing other activities essential to teaching. No assigned work, including meetings and trainings, will routinely be scheduled during this time.

45.8 WSSB will make every reasonable effort to limit the caseload of Outreach staff to no more than thirty (30) students per staff.

45.9 Professional development and tuition reimbursement will be in accordance with agency policy.

45.10 Teachers at the Center for Childhood Deafness and Hearing Loss (CDHL) and the Washington State School for the Blind (WSSB) will be provided four (4) In-Service days each fiscal year during the life of this Agreement. The In-Service days will be scheduled outside the school year and will not be considered as direct service days. The In-Service days may be used for school year preparation, departmental meetings, or training as approved by the Employer. The rate of pay for the In-Service days will be the hourly extra-pay rate set by the Vancouver School District in accordance with Article 41.3.

For the Employer
Scott Leder, Labor Negotiator

For the Union
Lane Hatfield, Contract Administration Director
8/12/19