

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE WOODLAND SCHOOL DISTRICT**  
**AND**  
**THE WOODLAND EDUCATION ASSOCIATION**  
September 1, 2009 through August 31, 2011

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## **ARTICLE 1. AGREEMENT INFORMATION**

### **1.1 Preamble**

This Agreement is made between the Woodland School District Board of Directors, (referred to as the "Board" or "District"), and the Woodland Education Association (referred to as the "Association").

The Association and the Board of Directors share the mutual goals of providing the necessary environment, materials, skills and knowledge for the education of the children in the Woodland School District. This continuing cooperation will improve the quality of education excellence. The Woodland School District and the Woodland Education Association believe in a process that places appropriate authority and responsibility for decision-making with those most affected by the decisions.

To facilitate effective employer-employee relations and in order for the cause of public education to be served in the district, the Board and the Association do hereby agree as follows:

### **1.2 Recognition**

The Board of Directors of Woodland School District #404 recognizes the Association, having won the majority of the votes cast by the certificated staff of this District, as the exclusive representative of all non-supervisory certificated personnel under contract with the District. In addition to regular part-time and full-time certificated employees, the bargaining unit shall include a substitute who has been employed in the same assignment for twenty (20) consecutive workdays. The Association recognizes the Board as the elected representatives of the citizens of the Woodland Public School District, as the employers of the certified personnel, and as such makes final determination of all policies.

### **1.3 Status of the Agreement**

Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall be ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

Any proposed changes in the Collective Bargaining Agreement must be by mutual agreement and in writing.

#### **1.4 Conformity to Law**

This Agreement shall be governed and construed according to the constitution and laws of the State of Washington and the policies of the Woodland School District. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such provision shall become inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

The Association and the Woodland School District will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and all contractors for goods and services will be considered and will not be discriminated against on the basis of any legally-protected status such as race, color, national origin, sex or disability.

CITIZENSHIP RIGHTS - Nothing contained in the Agreement shall be construed to deny or restrict to any employee such rights of citizenship as they may have under applicable law.

#### **1.5 Distribution of the Contract**

After ratification and examination by both parties, the collective bargaining agreement shall be posted on the District web site and fifty (50) copies shall be printed and available for pick-up in the District office by any employee or administrator who requests one. The cost of printing shall be shared equally between the parties.

#### **1.6 Length of Collective Bargaining Agreement**

This Agreement shall be effective September 1, 2009, and shall remain in effect through August 31, 2011.

Letters of understanding agreed to by both parties shall have the same effect as contract language. These letters shall be added to the contract at the next contract opening.

It is the intention of both parties to comply with the salary compliance provisions of state law as now or hereafter amended. If actual salary improvement monies become available to the District an adjustment in wages will be made.

### **ARTICLE 2. ASSOCIATION RIGHTS & PRIVILEGES**

#### **2.1 Meetings**

The Association may use District buildings and equipment for meetings at reasonable times, provided that such meetings shall not interfere with normal school operations, and the Association shall be responsible for security, damages and notification of building administrators. Association meetings held during the work day shall not begin until fifteen (15) minutes after students are dismissed; additional meetings may be held before or after the workday.

The Association shall be able to post notices of meetings and information of concern to members on bulletin boards in the faculty rooms of each building. The Association shall also be able to use district e-mail for notices of meetings and information of concern to members. Exceptions to e-mail use would be anything which supports or opposes a ballot measure or candidate for public office.

## **2.2 Intra-District Mail**

Intra-district mail facilities (including e-mail) may be used for distribution of Association communications so long as such communications are labeled as Association materials, contain the name of the authorizing Association official, are not slanderous to any individual or group, and fall within the parameters of the Public Disclosure Commission.

## **2.3 Request for Public Documents**

The District shall make available to the Association, upon request, documents. The District shall not be required to provide documents that have not been previously prepared without compensation for time and materials.

## **2.4 Grievance Meetings at Administrative Request**

Meetings with employees requested by the superintendent or other District administrators for the processing of a grievance during the school day shall be held with no loss of pay to the employee.

## **2.5 WEA Leave Time**

The president and/or representatives of the Association may use up to a total of fifteen(15) contract days each year for negotiations, WEA business, or WEA conferences. There will be a maximum of eight (8) days allowed for any individual. The Association will reimburse the district for any necessary sub pay.

## **2.6 Association Membership**

- A. Each present employee covered by this Agreement who was a member of the Association on August 31, 1988, may maintain such membership by continuing to render dues and assessments to the Association for the duration of this Agreement.
- B. Any new employee covered by this Agreement hired after August 31, 1988, shall become and remain a member of the Association to the extent of paying membership dues and assessments of the Association or annually pay a representation fee in the amount equal to membership dues and assessments.
- C. An employee may elect the right of non-association with the bargaining unit, for bona fide religious tenets or teaching of a church or religious body of which the employee is a member. The employee shall pay an amount equivalent to the association membership dues and fees to one mutually agreed upon non-religious, non-profit organization. The employee shall furnish written proof that payment has been made thirty days after the

beginning of each school year, or the monthly representation fee can be deducted from the employee's salary and forwarded to the agreed-upon organization.

## **2.7 Association Representation**

An employee has the right to have an association representative present at any meeting with his/her supervisor. Once an employee has requested that an association representative be present during a meeting, the meeting will not take place until an association representative is present. The right to have an association representative present is not limited to meetings which might lead to disciplinary action. (See Section 9.2)

An employee's request for representation will be accompanied by a revision in contractual timelines, if necessary.

## **ARTICLE 3. CONTRACT INFORMATION**

### **3.1 Required Information**

Prior to a certificated employee's first work day, school district, state and federal forms and requirements must be completed and on file with the district. These forms include Federal W-4 form Federal I-9 form, photo identification, and a copy of the Social Security card. Official transcripts and experience verification must also have been ordered.

All certificated personnel must also have a valid professional educational certificate on file in the district office before being allowed in the classroom.

A total of 70 hours or more each month must be worked to be eligible to join the Washington Retirement System. These forms are available in the District Office.

### **3.2 Annual Length of the Employee's Annual Contract**

The length of the regular employee annual contract shall be one hundred eighty-one (181) days, including one (1) Learning Improvement Day, contingent on state funding for this LID day.

Two and a half (2.5) additional supplemental days shall be district funded for all employees and shall be planned and directed by district administrators for activities that support school and district improvement plans. One and one-half (1.5) of such days shall be mandatory and one (1) shall be optional. Such days shall be scheduled on non-school days. Of the mandatory days, one half-day shall be scheduled within the three days before school and any "Drop-in/Drop-off" activity for parents and students on that day shall be included within the District portion of the day. The remaining two (2) days shall be scheduled by the district calendar committee identified in Section 3.5.

Employees shall have six and one-half (6.5) additional optional days for activities that support student learning as planned and determined by the individual employee. These individually-determined optional days shall be worked in full or half-day increments on non-school days or

after the employee workday on school days. Such days shall be documented on an Optional Certificated Days Claim Form with the date, hours and activity, and submitted for payment up to once per month. The employee's supervisor shall sign the timesheet to verify that the time was worked. Activities that support student learning which fall outside the basic contract include attendance at classes or conferences, professional research, piloting and implementing new instructional materials, development of cooperative or common assessments, implementing content and skills from professional development opportunities, implementation and assessment of supplemental curricular resources, data gathering, analysis and reporting, and planned activities to increase family engagement with the school's curriculum (e.g. Math Night).

Any extension of contracted days by the District for an employee shall be computed on 1/181 full per diem of the employee's contracted rate of pay. Employees with a partial FTE position shall be entitled to a pro-rated portion of the days identified in this section. Any days beyond 180 are contingent upon full state funding. If full state funding for the additional teacher workday is withdrawn, per diem pay will be calculated as 1/180 of the contracted amount. The employee shall submit all employee and district directed days for compensation no later than August 10.

Employees offered supplemental contracts for additional days of work beyond the regular work year identified in this section shall be paid per diem for each additional day of work. Pursuant to RCW 28A.400.200, such supplemental contracts are not subject to the continuing contract law and the District's decision to nonrenew or modify such contract for the following year shall not be considered an adverse change under RCW 28A.405.300 through 28A.405.380.

### **3.3 Release from Contract**

Employees under contract will be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the superintendent's office.
- B. A release from contract prior to July 1 shall be granted provided a letter of resignation is submitted prior to that date.
- C. A release from contract may be granted after July 1 provided a satisfactory replacement can be obtained.
- D. A release from contract may be granted in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

### **3.4 Copies of Contract**

Three (3) copies of a contract shall be given to the employee by June 1st each year for signature. One (1) copy is retained by that employee at the time it is signed. Two (2) copies are forwarded to the District office to be signed by the Board. One (1) of these copies is then placed in the employee's personnel file and a second copy returned to the employee.

### **3.5 Calendar**

The calendar for each school year shall be determined by a committee comprised of five WEA members (two elementary and two secondary, and one from Yale or TEAM), two SEIU members, two secretaries, one parent from each building in the district (not to exceed four), one board member, two administrators and chaired by the superintendent or designee. The calendar committee will set a school calendar for at least one year in advance of the upcoming year. The calendar committee will make decisions by simple majority vote of those committee members present.

## **ARTICLE 4. EMPLOYER PROVISIONS**

### **4.1 Liability Insurance**

The District covers each employee; under the provision of the District Liability insurance and personal property insurance while he is performing his duties as an employee of the District.

### **4.2 Health Care Benefits**

The District shall provide each employee, in proportion to the employee's FTE, the monthly state insurance benefit amount identified in the state appropriations act, minus the Health Care Authority subsidy, plus the amount of the subsidy covered by the District for the year in question. The District will provide \$65 per month for the subsidy. If said monies are not fully used by the certificated staff member each month toward their health care benefits then these monies shall be pooled and redistributed to other members of the bargaining unit per state requirements. In addition, the District will supplement the pool with an additional \$17,500 per year. The health benefit plans currently offered to bargaining unit members are listed in Appendix 5.

In addition, an employee may choose to direct his or her entire current school year individual credit reimbursement amount in Section 8.3 toward his or her out-of-pocket insurance costs by notifying the District of such choice by September 15 of each school year.

### **4.3 Providers' Fair**

The District will invite known providers of employee benefits to meet with employees in September of each year. At the fair representatives from supplemental health care options, credit unions, annuities, etc. may be available to provide information and answer questions. The District Office may also provide a written summary of benefits to each employee each fall.

## **ARTICLE 5. WORK CONDITION**

### **5.1 Length of Work Day**

#### **5.1.1 Regular Work Day**

The work day for a certificated employee shall be 7.5 hours per day, including a 30 minute duty-free lunch. The schedule will be recommended by the building staff and principal to the superintendent for final approval. All base and supplemental contracted days are considered to be regular work days for the purpose of this section. On days when students are released early for inclement weather or other unforeseen circumstances, teachers may leave when their students are released.

#### **5.1.2 Conference Days**

Teachers will be provided with four (4) early release or late arrival days for conferences during the first semester and three (3) during the second semester. Kindergarten teachers will be provided with additional substitute time because of their total number of students. Staff will coordinate schedules of conferences for families whenever possible. Conference times will be available one evening each semester for parents unable to make afternoon conferences. A building administrator will be available during evening conferences. This time will be for recordkeeping, preparing for conferences and for meeting with parents. Administrators will help communicate to parents that the early release times will be for all of these activities. School leadership teams shall be allowed to utilize up to two (2) conference early release days for professional development.

#### **5.1.3 Early Release Days**

In addition to the above conferences and early release days, there will be two (2) early release days for grades K-12 on the last two (2) days of school.

### **5.2 Preparation Period**

The District will provide preparation periods to personnel to enable goal setting, lesson and evaluation planning, and preparation of materials. A teacher is not required to supervise students during his or her preparation period. A preparation period shall be included within the framework of the student day, as state law allows. The time before and after the student day, and the duty-free lunch period do not count as provided prep time.

A preparation period for secondary personnel shall be equivalent in time to one instructional period per day. Elementary staff will have preparation time equal to the daily time their students spend in classes with general education instructional specialists, (225 minutes in a normal 5 day week with full instructional days of equal length).

If a teacher agrees to teach a scheduled class for a semester or for a year in place of his or her regularly scheduled planning period for a semester or for a year, that teacher's compensation will be .167 times the teacher's annual salary for the year (.083 per semester).

This compensation is for additional planning time outside the contract day. To meet the Washington State Auditor’s requirements, teachers receiving this compensation must certify, on a District-provided form at the end of the semester, that this additional planning time has been completed.

### **5.3 Temporary Replacement Pay**

Should any teacher be required by the building principal to forfeit his/her preparation period to teach a class, or watch students he/she shall receive an additional .167 of the per diem base salary for high school and middle school or .10 of the per diem base salary for an elementary period. The minimum time which will be reimbursed will be no less than the amount of employee preparation time.

### **5.4 Safe Working Conditions**

The District will abide by OSHA & WISHA regulations. The Board will provide a clean and safe working environment.

The District shall maintain a list of job classifications where employees have reasonably anticipated exposure to blood or other potentially infectious material. The hepatitis B vaccine shall be provided at the district’s expense to all employees identified as having risk of directly contacting blood or other potentially infectious material at work.

A certificated employee who feels at high risk may be covered by informing the superintendent. The District will reimburse the employee for the cost of the vaccines after the series of vaccines has been completed. The District may select the provider of the vaccines.

### **5.5 Class Size**

Class size is of continuing concern to the Board and the teaching staff. In order to achieve the goal of reasonable and equitable class enrollments for employees, the administrator will consider the class size average when developing the class schedules, and the assignment of staff and students. If the review of workloads reveals an excessive workload for any certificated employee (one student over the maximum listed below), all parties concerned (including teachers, principals, an association representative and other administrators) will assist in determining an acceptable means of resolving the matter.

The following K-6 average class sizes and 7-12 daily student loads shall apply as of the October 1st official count date. In the event the maximums are exceeded after October 1st, the district’s first responsibility is to reduce class size without increasing costs. The 7-12 daily student load numbers are inapplicable to music and P.E. courses.

	Desired	Maximum	
K-1	19	23	students per class
2-3	22	25	students per class
4-6	25	29	students per class
7-12	150	160	students in all classes combined per day

Acceptable means of addressing overloads might include:

- A. transfer students to different classes to equalize loads;
- B. transfer employees (see Section 6.2 and 6.3 on voluntary and involuntary transfers);
- C. start new classes potentially including split grade level classes;
- D. assign aide time for the involved teacher; (one hour of aide time for each student over the maximum at K-6 levels or for 1 to 5 students over the daily load at secondary levels);
- E. a stipend of \$10.00 per K-6 student or \$2.00 per 7-12 student over the maximum per day;
- F. substitute time for working within the building;
- G. building budgets will be adjusted semi-annually for enrollment growth or decrease.

Maximum average class sizes and daily loads may be waived by the district in cases of financial hardship, including but not limited to reduction or loss of local levy funds or a reduction of state support in excess of 4% of the district budget. A committee similar in makeup to the one in the first paragraph in this section shall convene to confirm that conditions warrant such waiver.

### **5.6 Playground Duty**

Elementary classroom teachers will not be assigned playground or recess duty on any permanent, regular basis. In addition to the duty-free lunch recess, the district will provide one (1) 15-minute supervised recess daily for each regular elementary classroom teacher.

### **5.7 Secondary Class Preparations**

The District will limit the number of class preparations for secondary teachers in core academic departments (Language Arts, Social Studies, Mathematics and Science) to no more than three (3) per semester, provided that when it is not possible district administrators will work with department staff to equitably distribute the number of class preps among the qualified staff members in the department. Individual teachers may agree to waive the three (3) prep limit.

### **5.8 Pay Day**

Employees shall be paid on the last business day of each month. "Business day" is defined as any Monday through Friday weekday which is not a state holiday. In the event of an erroneous underpayment in excess of \$100, the District shall make repayment to the employee within five business days of discovery of the error. In the event of an erroneous overpayment in excess of \$100, the individual and the District shall work out a reasonable repayment schedule. All errors of \$100 or less will be resolved in the next available pay warrant.

### **5.9 Method of Payment**

Monthly pay warrants shall be directly deposited into a bank account identified by each employee.

## **5.10 New Employee Mentoring Program**

When the State allocates funds to the District to establish an employee mentoring or beginning teacher assistance program, the District shall seek such funds and establish a program in accordance with legislative and/or regulatory guidelines.

## **ARTICLE 6. JOB OPENINGS**

### **6.1 Job Sharing**

The District will accept proposals for two employees with continuing contract status to share one position. The district reserves the right to approve or reject application. Applications will be accepted up to May 1st. The shared position will be designed in cooperation with the employee(s) and administration. The position will be developed in such a way as to cause the least disruption to students, as determined by the administration.

Both employees will be expected to attend staff meetings, open houses, parent-teacher conferences, and other supplemental activities where staff attendance is expected.

The District is not responsible for providing planning time for employees who are job sharing.

In order to cause the least interruption, when one employee is absent, the other employee will be encouraged to act as the substitute.

If the job share dissolves during the contract period, the remaining employee will be required to assume the entire position.

If the job share dissolves at the end of the contract year, the remaining employee will be offered the whole position. The two employees sharing a job have continuing contract rights only to that portion of the job they share.

Part time employees will be entitled to pay, benefits, and other contractual obligations, unless otherwise specified, in proportion to a full time equivalent employee.

All job share positions will be reviewed annually. If the job share does not continue, each employee is only guaranteed a position in proportion to his or her full time equivalent. Both employees may apply for open positions. However, one of the employees can be assigned the full time position by the Superintendent.

### **6.2 Voluntary Transfers and Reassignments**

Building principals shall retain the right to assign teachers to classes and grade levels within their building for which they are qualified. Requests by employees to transfer to a different class, building, grade, and/or position (including extra-curricular contracts) will be made in writing.

Notices of vacancies in any of the above categories during the school year will be sent to each building principal for posting on the appropriate bulletin board five days before notice is sent out of district.

The District will notify staff of all known openings by March 31st. Employees have until April 10th, or the first work day following spring break, whichever is later, to apply for known openings. After that date, all postings are general, and will be posted in and out of house at the same time.

In-district applicants who apply for vacancies will be given first consideration. Qualification standards applied to in-district applicants shall be the same as those applied to outside applicants. In-district applicants who are unsuccessful obtaining job openings shall be notified.

Vacancies which occur during the school year will be discussed with the appropriate building and district administrators to determine if the position can be filled by a current employee without disrupting the existing instructional program.

Vacancies that occur during the summer will be posted on the District website.

### **6.3 Involuntary Transfers**

Involuntary transfers shall be made following meetings with the teacher, an Association representative (if requested by the teacher), the principal, and the superintendent. Possible reasons for involuntary transfers may include the following: a change in the number of students which requires a change in the number of teachers per grade level or subject, elimination of program(s), or a more appropriate teaching assignment. If the transfer is for reasons other than class size or program changes, the need for the transfer will have been documented and have been discussed previously with the employee.

If a transfer becomes necessary, whenever possible the district shall actively seek volunteers prior to making any involuntary transfer. If an involuntary transfer is still necessary, the teacher with the least building seniority shall be transferred from the pool of equally qualified candidates. If there is a tie in building seniority, district-wide seniority shall be used as a tie-breaker. For "seniority," years shall be measured using the rules applicable to the salary schedule.

Teachers who are transferred during the school year shall be allowed release time for preparation prior to the effective date of the transfer. The District shall provide assistance in the moving of the teacher's materials whenever a teacher is transferred.

No involuntary transfer shall be initiated for reasons that are punitive, arbitrary, capricious, or not based on fact.

## **ARTICLE 7. ABSENCES AND LEAVES**

### **7.1 Compensated Leave**

#### **7.1.1 Illness, Injury or Emergency Leave**

Every employee holding a regular full-time position shall accrue a total of twelve (12) days per school year leave with pay for illness, injury and emergency. These days shall be front-loaded for employee use at the beginning of each school year. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the relationship of their basic work week as to 35 hours. All of the unused days actually earned shall be added at the end of each year to the employee's sick leave reserve.

Accrued sick leave may be used to care for an employee's family as defined in RCW 49.12.265 and WAC 296-130.

A deduction at the rate of 1/181 of the employee's salary per day shall be made from the pay of an employee whose absence exceeds the number of days accumulated to his credit.

An employee who is absent more than five (5) consecutive working days with illness may be required to present a release from his/her doctor to his/her principal upon his/her return to work. An employee whose religious beliefs prevent him/her from seeing a physician may be excused by the district superintendent with prior approval. Application for prior approval must be filed within thirty (30) days of the employee's receipt of his/her contract.

Leave under this section shall be taken in half- or whole-day increments when a substitute teacher is required. Leave may be taken in hourly increments when leave occurs during a preparation period or is voluntarily covered by another teacher or administrator for a period not to exceed 90 minutes.

Emergencies are defined as those situations that have clear and present elements of risk to health, life and property of an employee and/or his/her family. It is a situation that cannot be dealt with outside of working hours and requires the individual to absent him/herself from his/her duties for matters of bona fide necessity and not mere convenience.

#### **7.1.2 Personal Leave**

Certificated staff may use up to three days of their twelve sick leave days per year as personal leave. These days may be used at the certificated employee's discretion. Personal leave must be requested three (3) days in advance unless it is an emergency situation.

Not more than two (2) of the certificated staff at any building should be granted use of personal leave on any one day unless the building administrator grants it in an emergency situation and the district can find qualified subs.

### **7.1.3 Sick Leave Buy Back**

The District shall offer a sick leave buy-back program in accordance with RCW 28A.400.210.

### **7.1.4 Bereavement and Life Threatening Family Illness Leave**

Leaves up to three (3) days for each occurrence shall be extended to an employee for the death or life threatening illness of a member of his/her immediate family. (Immediate family shall include: father, mother, husband, wife, domestic partner, daughter, son, brother, sister, grandparent, grandchild or the same related by marriage, or a family living in the same household.) Such leave is to be granted at the discretion of the superintendent upon request. An employee may request an additional two (2) days, which may be granted by the superintendent or designee for travel or for other extenuating circumstances. This leave is in addition to personal sick leave. This leave may be extended without pay if necessary.

## **7.2 Leave of Absence**

An employee shall be entitled to apply for a part- or full-time leave of absence without pay.

The duration of the leave shall be on the basis of individual need which shall be for a duration of one (1) year or less and shall expire at the date agreed upon. The employee on leave must notify the employer of his/her intention to return by April 1.

The employee requesting the leave will receive no salary or benefits for the period of absence, but will retain position on the salary schedule in educational increments and teaching experience. If during the leave the employee gains additional (a) educational increments and/or (b) teaching experience, then he/she will advance on the salary schedule accordingly.

The employee on leave will have the following benefits frozen: accumulated sick leave and retirement, unless the employee acquires benefits through another teaching job.

To be eligible for this leave of absence, the employee must have completed three (3) years of teaching experience within the District.

Upon reinstatement, the employee is not guaranteed his or her previous position. The employee shall have the same right to apply for a position for which he/she is qualified, in lieu of the previous teaching position held. The employee on leave must notify the employer of his/her intention to return by April 1.

## **7.3 Maternity Leave**

Absence for reasons of maternity shall be granted according to law. The following procedures will be followed:

- A. Notification: An employee shall notify the superintendent in writing of the expected date of birth of the child at least one month before that date.

- B. Request for Leave of Absence: An employee, upon request, shall be granted a leave of absence from her position prior to the birth of a child, the exact date to be determined by the employee's physician.

The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

- A. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery from: provided the employee works up to the day her physician indicates as the beginning of her disability.
- B. Sick leave will terminate following the birth of her child on the date her physician indicates she can perform her school responsibilities.
- C. If sick leave is exhausted during the period of physical disability the employee will automatically be placed on leave of absence for the duration of the period without pay, as per section 7.4 Family Leave.
- D. Return: As soon as the employee's attending physician has indicated the date upon which she may return to work, the employee will notify the District as to that date immediately. When there are fewer than twenty (20) working days for the remainder of the school year, the employee may elect to take leave without pay for the remainder of the school year. The employee will be guaranteed a position for the ensuing school year.
- E. When an employee is seeking a leave of absence without pay for the purpose of maternity, she shall notify the district as to the following dates as soon as possible:
  - (1) The anticipated due date of the baby's birth.
  - (2) The anticipated length of physical disability.

The employee's health benefit will be calculated as a percentage of the 181 day contract said employee will work. Any reduction in benefits will be prorated over the remaining months of the contract year with any adjustments taking place in the August paycheck.

#### **7.4 Family Leave**

An employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period. An employee is anyone who was employed by an employer on a continuous basis for the previous 52 weeks for at least 1,250 hours of service during those 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment.

The family leave may be taken: (a) because of the birth of a child and to care for a newborn child, (b) because of the placement of a child with the employee for adoption or foster care, (c) to care for a child or a spouse or parent who has a serious health condition, or (d) because of the

employee's own serious health condition. If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) weeks of leave.

Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption. The District may require confirmation by a health care provider of the employee's need for family leave.

"Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care of (b) continuing treatment by a care provider.

The family leave shall be without pay for all or part of the leave. The employee may choose or the District may require the employee to substitute and use his/her total accumulation of paid leave to which he/she is otherwise entitled before going on family leave. Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the District for all premiums paid during the leave.

The family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

An employee who plans to take family leave must provide the District with the written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave within one working day of the beginning of the leave.

Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

Any employee who works principally in an instructional capacity who would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

Any employee who works primarily in an instructional capacity and who requests a period of leave near the conclusion of the academic term, may be required to continue the leave until the end of the term.

### **7.5 Jury Duty and Court Appearance Leave**

Leave of absence shall be authorized for jury duty or under subpoena as a witness in court for school-related business. The employee's salary while absent will be subject to deduction of the amount he/she receives for jury service or witness fee. When an employee has been subpoenaed for non-school business, the leave will be without pay, unless the employee uses personal leave.

As soon as is practical after an employee has been notified that he/she is to appear for jury duty or has received a subpoena, he/she will inform the building principal of the date and hour he/she is to appear.

## **7.6 Military Leave**

Military leave shall be granted in accordance with statute.

## **7.7 Leave Sharing**

Employees may, with the approval of the Superintendent or his/her designee, donate sick leave to another employee for sick leave purposes. All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for purposes of this program. See RCW 28A.400.380.

### **7.7.1 Eligibility to Receive Shared Leave**

An employee may be eligible to receive shared leave under the following conditions as determined by the Personnel Office:

- A. The employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay or terminate the District employment;
- B. The employee's job is one which sick leave can be used or accrued;
- C. The employee's absence and the use of shared leave are justified;
- D. The employee has exhausted or will exhaust his/her sick leave;
- E. The employee has abided by District regulations regarding sick leave use; and
- F. The employee has diligently pursued and been found to be ineligible for time loss compensation under chapter 51.32 RCW (the chapter of the state Industrial Insurance Act entitled "Compensation--Right to and Amount").

Any employee who wishes to receive leave under this policy shall submit a request in writing to the personnel office. The District shall require the employee or his/her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

All forms of paid leave available for use by the recipient must be used prior to using shared leave.

No employee may use more than 261 days of leave during total district employment.

### **7.7.2 Donation of Leave**

An employee who has an accrued sick leave balance of more than twenty-two (22) days may request the Superintendent or his/her designee to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer shall not result in the donor's sick leave account going below twenty-two (22).

### **7.7.3 Computation of Leave Transferred**

Computation of leave transferred shall be as follows:

- A. Calculate the value of donated leave as days donated times donor's daily rate of pay.
- B. Convert to the value of shared leave by dividing the value of donated leave in #1 by the recipient's daily rate of pay.
- C. Once calculated, the leave is coded as shared leave and maintained separately from all other leave balances for the recipient.
- D. One (1) day of donated leave may cover more or less than one (1) day of the recipient's leave.
- E. The recipient will continue to be paid his/her regular rate of pay while on shared leave.

### **7.7.4 Return of Unused Leave**

Any shared leave not used by the recipient during each incident/occurrence as determined by the Superintendent or his/her designee shall be returned to the donor(s).

The shared leave remaining will be divided among the donor's on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's sick leave balance.

## **ARTICLE 8. PROFESSIONAL DEVELOPMENT**

### **8.1 Professional Meetings and Workshops**

The Board of Directors shall encourage employees to actively participate in meetings of local, state and national professional organizations, including other school districts. The payment of employees' expenses incurred in attendance and the salary of the substitute shall be carried in the budget as an inservice education expense item. The staff members shall be reimbursed at the following rates: All of the registration fee; receipted meals, lodging; and travel expense.

Eligibility to attend meetings of state and national professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

Requests for permission to attend professional meetings shall be approved by the principal and superintendent. Out-of-state travel, with the exception of travel in the greater Portland, Oregon, area is subject to approval by the Board of Directors.

### **8.1.1 Mileage**

When acting in accordance with assigned duties or when requested to travel, and a district vehicle is not available, and the employee is required to use his/her personal vehicle, the employee shall be reimbursed for such travel at the maximum rate allowed all employees of the Woodland School District. Said rate shall be equivalent to the current IRS tax deduction for mileage.

## **8.2 Credits and Salary Advancement**

Any class that meets the requirement of WAC 392-121-262 and is approved by the building principal on the District form will be automatically approved for advancement on the salary schedule. Employees are encouraged to have classes approved in advance to ensure classes will be accepted for advancement. Teachers shall maintain a current record of academic work in the District office. Transcripts shall be submitted to indicate completed courses. Credits from in-service training provided by the District shall apply as credits earned. State approved clock hours shall be treated the same as college credit at a ratio of ten clock hours to one credit.

The credit(s) must be earned prior to October 1. An official grade slip must be on file in the superintendent's office by October 15. No advancement on the salary schedule will be honored after this date. The college transcript must be on file by December 1.

## **8.3 Compensation for Credits**

- A. Staff members will be compensated for up to \$300 per school year for National Board certification, college credits and/or clock hours. Unused compensation will not carry over to subsequent school years. Compensation will be for the total cost of the credit/certification including registration up to \$300 per year. Compensation will be made upon submission of proof of payment for the course or credit. To access these funds, employees must either submit for reimbursement or provide notice to the District office of an intent to do so prior to April 1.

For credits to be eligible for compensation, the class must deal with the employee's professional plan, developed with the building principal (see Section 11.5 and 11.7) and/or is a class that the employee and principal discern would enhance his/her curriculum or instructional proficiency above and beyond building goals. The professional plan is flexible, and may be revised during the school year to better reflect the employee's goals. This plan may state that an employee needs to take a class (or workshop, seminar, etc.) to deal with an area of concern.

- B. Employees may direct the entire \$300 credit reimbursement amount toward health insurance as described in Section 4.2. Declaration of intent to direct the \$300 toward health insurance shall be made in writing no later than September 15 of each year.
- C. Between April 1 and May 31, any funds under this section which are not committed by April 1 each year (either submitted for reimbursement or notice provided to the district office of an intent to do so) shall be available to employees who have already exhausted their \$300. Each employee shall be entitled to claim up to \$1,700 in additional reimbursement for credits, clock hours or National Board certification. Claims for registration costs of National Board Certification shall have priority over other class or credit reimbursements. Claims for reimbursement must be submitted by May 31<sup>st</sup>. If there are insufficient funds for all reimbursement claims, the amounts shall be pro-rated equally for all claims.
- D. Claims received after May 31<sup>st</sup> will be fulfilled if there are available funds, and on a first-come, first-served basis. Notice of intent to claim funds must be received by the District by June 30<sup>th</sup>. Total reimbursement for each employee will not exceed \$2,000 in the same year.
- E. Any funds under this section which are not committed by June 30 each year shall be added to the health care pool identified in Section 4.2 for the following school year.

#### **8.4 Curriculum Pay**

Nothing in this section of the contract is meant to conflict with Section 5.1 Length of Work Day.

Required or district directed tasks that take place outside the contract day will be reimbursed at curriculum pay. Employees may, at their discretion, use employee directed optional days (Section 3.2) in lieu of curriculum pay. However, district directed instruction of students for which a supplemental contract is issued, such as for Summer School, shall be paid at per diem rate. Teachers will be informed how much curriculum time has been allotted to a project prior to being asked to volunteer. Teachers may request that curriculum pay be attached to a voluntary project prior to commencing the project. This does not include one building or district scheduled open house.

The curriculum pay rate is calculated by taking the annual salary of the twelfth (12th) year step on the BA+45 column, divided by 181, divided by 7 hours per day.

### **ARTICLE 9. EMPLOYEE RIGHTS**

#### **9.1 Access to Personnel Files**

Employees or former employees shall have the right to inspect all contents of their permanent District personnel files, which shall consist of general personnel information, payroll, medical and confidential files, and such files be kept within the District Personnel Office. Employees shall also have the right to inspect the contents of employment references leaving the District.

Upon request, a copy of any documents contained therein shall be given to the employee, and the superintendent or official designee shall sign an inventory sheet verifying contents of the personnel file.

No secret, duplicate, alternate, electronic, or other personnel file which would constitute a second permanent personnel file shall be kept in the District.

A separate file for processed grievances or investigations shall be kept apart from the employee's permanent personnel file.

Any material not shown to and signed by the employee, or countersigned by a witness, within ten (10) working days after receipt of composition shall not be allowed as evidence in any disciplinary action against such employee. No evaluation, correspondence, or other material making reference to an employee's competence, character, or manner shall be placed in the permanent personnel file without the employee's knowledge.

An employee shall have the right to refute in writing any materials which may be judged by him/her to be derogatory to his/her conduct, service, character, or personality. The written response shall be made part of the employee's personnel file.

Derogatory statements from lay persons or organizations shall not be included in the permanent file unless, within ten (10) days of receipt, the statements have been shown to the employee, discussed with him/her, and considered valid by the administrator. Both the administrator and the employee must sign the document to indicate this viewing and discussion has taken place.

This Agreement does not restrict the supervisor of an employee from keeping anecdotal records and supportive data for the process of annual evaluation. In such cases where the supportive data may be used in any disciplinary action, the individual will be notified within ten (10) working days of receipt or composition of said data.

An employee may request the removal of derogatory material, as identified by the employee, included in the employee's file for more than two (2) years from the date of entry.

## **9.2 Due Process**

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee. Appropriately voicing opinions to a supervisor, asking questions, or disagreeing with an administrator shall not be considered just cause.

An employee shall be entitled to have present a representative of the Association during any meeting which might lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee. The supervisor will attempt to facilitate communication between the staff member and the complainant. This facilitation may include, but is not limited to, face-to-face conversations or telephonic meetings with the complainant. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.

### **9.3 Formal Complaints**

If any employee files a formal complaint with the District, the employee shall be entitled upon request to a written response summarizing the District's response to the complaint.

### **9.4 Grievances**

(1) GRIEVANCE DEFINITIONS - A claim by a certificated employee that there has been an event which is a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as described below. The grievance shall address itself to the specific provision(s) of the Agreement that is alleged to have been violated, misinterpreted, or misapplied. The purpose of this grievance procedure is to secure at the lowest possible administrative level a fair solution to grievances of certificated employees.

(2) GRIEVANCE PROCEDURES – The certificated employee shall file the grievance within ten (10) working days from the (1) grievable event or ten (10) working days from the time the certificated employee learned of the event, whichever is later. (2) First an informal meeting shall be held between the principal or other appropriate supervisor and the certificated employee, who may be accompanied by an Association representative. If the grievance is not resolved at this meeting, formal grievance procedures may be instituted. However, disagreements not settled at this level do not automatically lead to formal grievances. If any individual certificated employee has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure.

(3) The grievant may invoke the formal grievance procedure by completing the form attached as Appendix X to this Agreement. A copy of the grievance form shall be delivered to the principal or appropriate supervisor within ten (10) working days of the grievable event or ten (10) working days of the time when the grievant learned the grievable event occurred, whichever is later. If the grievance involves more than one school building, the form may be filed with the superintendent (or the representative designated by the superintendent).

(4) Within ten (10) working days of the receipt of the written grievance, the principal or appropriate supervisor shall give a written response to the grievant and the Association. The principal or supervisor may explain the written response in a meeting with the grievance chairman or Association representative, and/or the teacher. This meeting is not a necessary step in the grievance procedure.

(5) If the Association is not satisfied with the administrator's response to the grievance, the grievance may be given to the superintendent within (5) working days of receiving the response. Or, if no response is received from the principal/supervisor within ten (10) working days of filing the grievance with him/her, the grievance shall be given to the superintendent.

(6) Within ten (10) working days of receiving the grievance, the superintendent or his/her designee shall offer to meet with the grievance chairman or Association representative and/or the certificated employee.

(7) The superintendent shall give a written response to the grievance to the Association and the certificated employee within ten (10) days of the receipt of the grievance or five (5) working days of the meeting, whichever shall be later.

(8) If the employee is not satisfied with the superintendent's decision above, the employee and the Association representative or WEA's Grievance Committee may file an appeal in writing with the Board of Education within five (5) working days after receiving the decision.

(9) After receipt of the appeal the Board shall meet with the aggrieved employee and the Association representative or Grievance Committee for the purpose of resolving the grievance. The hearing shall be conducted in executive session at the next regularly scheduled Board meeting or workshop session.

(10) A written response describing the Board's decision regarding the grievance shall be given to the certificated employee and the Association within ten (10) working days.

(11) If the Association is not satisfied with the Board's disposition of the grievance, or if no meeting or written response has been made within the time frame above the grievance may be submitted before an impartial arbitrator, at the option of the Association. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within ten (10) working days of receipt of the written response or within ten (10) days of the first Board meeting after submitting the appeal if no meeting was held with the grievant. If the parties cannot agree on the arbitrator within ten (10) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules. These rules shall also govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

(12) SCHEDULING OF GRIEVANCE AND ARBITRATION HEARINGS - All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. No certificated employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

(13) ARBITRATION COSTS - Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

(14) JURISDICTION OF THE ARBITRATOR - The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitration issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitration issues arising in connection with the grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the grievance prior to having heard the merits of the grievance.

(15) The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award.

(16) TIME LIMITS - The time limits provided in this Procedure shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

(17) CONTINUITY OF GRIEVANCE - Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

## **ARTICLE 10. PROCEDURE FOR REDUCTION IN FORCE**

### **10.1 Procedures**

- A. The effect upon the students in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of the program reductions upon students.
- B. The severance of certificated personnel will be minimized to the extent practicable.
- C. Where revenues are categorical and depend on actual expenditures rather than budgeted amount, every effort will be made to maintain these programs to the limit of this categorical support. (e.g., special education, vocational education, federally supported programs, etc.).
- D. In its efforts to retain as much of the basic educational program as the District's financial resources will permit, the Board of Directors will consider reduction in expenditures, including but not limited to the following: field trips, activity programs, supplies and materials and equipment, ancillary service and personnel.
- E. It is recognized that individuals or groups may wish to donate funds for all or part of a program to be reduced, modified, or eliminated. The District will not accept any donation restricted to the support of a particular sub function. Donations which are unrestricted as to the use may be accepted by the District.

- F. The procedures described in this Article shall not apply to provisional employees as defined in RCW 28A.405.220, and the contracts of such employees may be nonrenewed for financial or other reasons as authorized by law. These procedures also shall not apply to the nonrenewal of any employee hired under the provisions of RCW 28A.405.900 (retire/rehire or leave replacement).
- G. Prior to issuing any non-renewal notices under this Article, the District shall send a written notice to employees announcing its intention to reduce the work force through a layoff, and announcing that employees can offer to be among those included in the layoff in accordance with the following conditions:
1. There shall be no coercion applied for employees to volunteer for layoff.
  2. Any employee who volunteers for layoff shall sign a written waiver of any and all rights to contest the layoff under RCW 28A.405 and/or the collective bargaining agreement.
  3. From among the volunteers, the District shall select the employee(s) whose layoff would prevent the involuntary layoff of another employee.
  4. The District shall issue a non-renewal notice to employees who volunteer for layoff in accordance with state law.
  5. The parties enter into this agreement under the assumption that volunteers for layoff will be allowed to collect unemployment insurance in the same manner as employees involuntarily laid off under WAC 192-150-100 and the District shall not contest the unemployment claims of such volunteers.
- H. The school district shall determine the total number of certificated staff leaving the district for reasons of retirement, family transfer, normal resignations, discharge or nonrenewal, voluntary layoff, etc., and these vacancies shall be filled from the existing staff insofar as possible.
- I. The determination of personnel to be retained (over and above A-B listed above) shall be made primarily on the basis of those most qualified to conduct the reduced educational program.
- J. Vacant positions shall be filled by those fully certificated teaching personnel within the District who have adequate academic preparation and experience fitted to that particular assignment or who may attain adequate preparation prior to the opening of school in the fall. The following is the criteria for the determination of those most qualified to conduct the reduced educational program:
1. Certification: Possession of an appropriate valid Washington State Certificate for the particular position being filled.
  2. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retain position:

- a. Elementary employees will be considered for retention on one category (K-6). (Elementary employees shall include classroom teachers, elementary librarians).
  - b. Secondary employees (7-12) will be considered for retention by teaching specialties (such as science, math, K-12 music, social studies, language arts, art, business education, physical education and health, individual languages, i.e., French, Spanish).
  - c. Other non-supervisory employees will be considered for retention according to their specialties which will include counselors, librarians, special education personnel (psychologists, communications disorder specialists) and nurses.
  - d. Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to Federal and State requirements for said position(s).
3. Selection within Employment Categories: Certificated employees shall qualify for retention in available positions within the categories if they are considered "highly qualified" for such position under federal law.
  4. Q Value: In the event that there are more qualified employees than available positions in a given category or specialty, the employee with the highest value for "Q" will be retained.

$$Q = A + B + C + D$$

A = 3 points for each year of professional experience in Washington state

B = 3 points for being a National Board Certified Teacher

C = points for additional credits/clock hours/degrees:

- BA+15 = 1 point
- BA+30 = 2 points
- BA+45 = 3 points
- BA+90 = 5 points
- BA+135 = 7 points
- MA+0 = 9 points
- MA+45 = 11 points
- MA+90/PhD = 13 points

D = 1 point for each year of professional experience outside Washington state.

Years and credits/clock hours/degrees in the Q formula above shall be measured using the rules applicable to salary schedule placement, and counted as of the date necessary to qualify for placement on the current year's salary schedule.

5. Ties: In case of a tie in Q values, the one with the most years of Washington state experience as measured by rules applicable to the state salary schedule will be

retained. If a second tie breaker is necessary, the employee with the total number of credits beyond a BA, as reported by the date necessary for salary schedule credit, will be retained.)

6. Seniority List: A "seniority list" with employees listed in order of Q values as defined above shall be published annually by January 1 each year. Employees may submit corrections to this list on or before January 15, and a final list shall be published by February 1.
  7. Recall Procedures: In the event that additional students enroll in the District or additional revenues become available, or a vacancy occurs, the Board shall recall certificated employees according to the preceding criteria.
- K. The Board of Directors shall review the recommendation of the superintendent. After review, the Board shall take such action as may be necessary and such notice shall be given certificated staff members as required by law.
- L. All certificated employees who receive notice of probable cause of non-renewal or discharge of their contracts will be placed in a District employment pool and will be considered for any vacancy in the District which thereafter occurs unless qualified certificated employees are not available for a particular position in the employment pool. In filling any vacancy the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees will be retained in the District employment pool until September 15th of two consecutive school years and will be placed on the substitute teachers' list for the following two school years (e.g. an employee laid off in May 2009 remains in the recall pool until September 15, 2011, and shall be on the substitute list for the 2009-10 and 2010-11 school year). Employees recalled to a position will be sent a letter by certified or registered mail and will have five calendar days to respond after receipt. The failure to accept the position within those five days shall result in the employee being dropped from the employment pool.

## **ARTICLE 11. CERTIFICATED STAFF EVALUATION**

Certificated classroom teachers and education staff associates holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth in this policy. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1 and shall be given until May 1 to demonstrate improvement in his/her areas of deficiency.

### **11.1 Responsibility For Evaluation**

Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by the principal of one of the schools. The administrative organization plan of the School District shall be used

to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process.

Prior to the beginning of the evaluation process, the administrators of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.

## **11.2 Required Evaluations**

- A. All employees newly employed by the School District shall be observed for the purposes of evaluation for at least thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.
- B. All employees, including new employees, shall be evaluated annually. Such evaluations are to be completed not later than June 1 of the year in which the evaluation takes place.
- C. After an employee has four years of satisfactory evaluations under section 11.3 of this article, a short form of evaluation may be used by mutual agreement between the evaluator and the employee.
- D. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- E. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- F. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15. As discussed in the following sections, whenever possible the supervisor's concerns will have previously been discussed with the employee, and suggestions for improvement will have been made.

## **11.3 Observation Procedures**

### **11.3.1 Minimum Observations**

During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. A minimum of one formal observation for a total observation time of thirty (30) minutes shall be required. Total formal and informal observation time for each employee for each school year shall be not less than sixty (60) minutes.

### **11.3.2 Formal Observations**

Prior to the required thirty minute formal observation, the employee and the supervisor shall meet to discuss the goals for the observation. Following the formal observation the principal or other supervisor shall prepare a written report and give a copy to the employee within five (5) days after the observation. Within eight (8) working days of the formal observation, a

meeting shall be held between the principal or supervisor and the employee to discuss the report. Formal observations shall be completed before May 15 of each school year.

### **11.3.3 Additional Evaluations**

In addition to observations for the Required Evaluations (9.2) the principal or other supervisors may make observations at any time during the school year. Suggestions or comments about the additional observations will be made available to the employee in a written report, as described above, if the information may be used in the final evaluation. The employee or the supervisor may request a meeting to discuss the observation and report.

### **11.4 Evaluation Procedures – Long Form**

The evaluation process will be used as one tool for improving the employee's professional performance.

- A. All employees will receive an annual evaluation prior to June 1st each year. The employee may be evaluated using the Professional Growth Model or the Summative Evaluation/Professional Plan.
- B. Each employee will meet with his/her supervisor to complete the appropriate evaluation form. The form will include the employee's professional goals for the school year, agreed upon by the employee and the supervisor.
- C. The employee will be provided with a copy of the evaluation report within three (3) days after the report is prepared. The employee will sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not necessarily indicate that the employee agrees with the content of the evaluation report. If the employee chooses he/she may attach a rebuttal to the evaluation.
- D. Each evaluation report required under 11.2 (Required Evaluations) shall be promptly forwarded to the School District personnel office for filing in the employee's personnel file. Evaluation reports other than those required under 11.2 (Required Evaluations) shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary. If the supervisor elects to include the evaluation in the personnel file, the employee shall receive a copy of the evaluation. If either party includes the evaluation in the personnel file, it shall be within a reasonable time, not exceeding fourteen (14) days.
- E. Prior to a Summative Evaluation rating of Needs Improvement or Unsatisfactory the building principal will attempt to discuss the perceived deficiencies with the employee. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such a plan, consideration should be given to utilizing the services of available supervisory resource persons to observe the employee's performance and make recommendations for improvement. If the supervisor and employee are unable

to agree upon a mutually acceptable plan, the employee may request a meeting with an association representative, the principal, and the superintendent to prepare an improvement plan for the employee. This plan recognizes that correction of deficiencies may require a regular assistance from a variety of sources.

### **11.5 Evaluation Procedures — Short Form**

- A. The short form of evaluation shall include either a thirty minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in section 11.6 of this article and at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. The evaluation forms in Appendix 3A or 4A may be used for the short form evaluation.
- B. The long-form evaluation process set forth in section 11.4 of this article shall be followed at least once every three years.
- C. The short-form evaluation process may be used only with mutual agreement of the employee and evaluator.
- D. The employee or evaluator may require that a long-form evaluation be conducted in any given school year.
- E. The employee or evaluator may switch to a long-form evaluation during the evaluation period.
- F. The short-form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory or probable cause for the non-renewal of an employee's contract.

### **11.6 Evaluation Criteria**

#### **11.6.1 For Teachers**

The evaluation categories and performance indicators applicable to all certified teachers are contained in Appendix 2. These categories are designed to assist the staff member and the evaluator in defining the goals of teaching as well as to evaluate performance.

#### **11.6.2 For Educational Staff Associates (ESA)**

Educational staff associates (ESA) include counselors, Media Specialists, home-school counselors, communication disorder specialists, school psychologists, nurses, social workers and therapists. The following six categories for evaluation are applicable to ESA staff. The specific criteria under each category may not be applicable to an individual ESA staff member.

These categories are designed to assist an ESA staff member and the evaluator in defining the goals of an ESA staff member as well as to evaluate performance. Goals are to be established from the following six categories:

- A. Knowledge and Scholarship in Special Field: The ESA staff member demonstrates a depth and breadth of theory and content in his/her specialized field by:
1. Exhibiting an ability to explain his/her use of various specialized procedures;
  2. Demonstrating knowledge of the basic principles of human growth and development;
  3. Relating and applying knowledge, research findings and theory derived from his/her discipline to develop a program of services;
- B. Specialized Skills: The ESA staff member demonstrates competency (knowledge and skill) in designing and providing specialized service by:
1. Designing and conducting a program specific and unique services within his/her discipline;
  2. Synthesizing and integrating testing and non-test data concerning the student which:
    - a. Helps the student to use such data;
    - b. Helps others involved with the student understand and use such data in working with the student; and
    - c. Helps other specialists by providing case study material.
  3. Administering assessment procedures or organizing and assisting those who will administer assessment procedures; and
  4. Assisting staff and administrators to utilize specialized information into the regular curricular program.
- C. Management of Special and Technical Environment: The ESA staff member demonstrates competency (knowledge and skill) in organizing the elements necessary to deliver specialized services by:
1. Selecting and recommending testing and non-test devices, materials and equipment appropriate to student needs;
  2. Demonstrating knowledge of limitations and restrictions of testing and non-test devices, materials and equipment;
  3. Using comparative and interpretive data; and
  4. Creating an environment which provides privacy and protects students and family information as mandated by federal and state regulations.

- D. Professional Preparation and Scholarship: The ESA staff member exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.
1. Obtains at least three (3) college credit hour equivalent each year in his/her specialty, and/or participates in the equivalent of four (4) days of workshops sponsored by professional organization, and/or in inservice activities, and/or in teaching resource teams, previously approved by his/her principal and/or superintendent.
  2. Considers abilities and present performance levels of students in planning.
  3. Establishes immediate and long range objectives.
  4. Prepares effective plans to meet objectives.
  5. Plans for evaluation in lessons and units and utilizes the results in planning subsequent lessons.
  6. Provides adequate plans for a substitute teacher.
  7. Possesses and demonstrates knowledge of subject area.
- E. Effort Toward Improvement When Needed: The ESA staff member demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence by:
1. Participating in inservice and career development activities sponsored by the district, Educational Service District and professional organizations;
  2. Keeping informed on current trends, tendencies and practices in his/her field, using professional organizations and publications as sources;
  3. Responding to suggestions and recommendations included in periodic and annual staff evaluations; and
  4. Acknowledging personal and professional limitations (e.g., makes referrals).
- F. Professionalism: The ESA staff member demonstrates behavior appropriate to the teaching profession.
1. Maintains a professional working relationship with District administrators.
    - a. Uses proper channels.
    - b. Discusses problems at appropriate times.
    - c. Supports administrative decisions.
    - d. Keeps building principal informed of potential problems and curriculum needs.

2. Contributes to a favorable working environment among colleagues.
3. Displays an appropriate working relationship with noncertificated staff.
4. Communicates with parents in a professional manner.
5. Maintains proper professional behavior before students, both in and out of the classroom.
  - a. Does not discuss colleagues in negative manner,
  - b. Does not show or discuss private communications,
  - c. Does not discuss faculty business,
  - d. Does not discuss inappropriate aspects of personal life.

### **11.6.3 Evaluation Forms**

Evaluation forms to be used with employees under this agreement are contained in Appendices 3A and 3B.

## **11.7 Unsatisfactory Evaluations - Probation**

### **11.7.1 Supervisor's Report**

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the superintendent on or before January 20. The report shall include the following:

- A. The evaluation report prepared pursuant to the provisions of paragraph 11.2 (Required Evaluations).
- B. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.

### **11.7.2 Establishment of Probationary Period**

If the superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the superintendent shall place the employee in a probationary status on or before February 1 and ending on May 1. On or before February 1, the employee shall be given written notice of the action of the superintendent, which notice shall contain the following information:

- A. Specific areas of performance deficiencies;
- B. A suggested specific and reasonable program for improvement;
- C. 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 his/her area of deficiency.

### **11.7.3 Evaluation During the Probationary Period -**

- A. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor shall authorize one additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.
- B. During the probationary period the principal or other evaluator 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 provisions of 11.4 (Evaluation Procedures) B and C shall apply to the documentation of evaluation reports during the probationary period.
- C. The probationary employee may be removed from probation prior to May 1 or at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.

### **11.7.4 Supervisor's Post-Probation Report**

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

- A. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- B. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- C. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

### **11.7.5 Action by the Superintendent**

Following a review of any report submitted pursuant to 11.6 (Supervisor's Post-Probation Report), the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirement of RCW 28A.67.070.

## 11.8 Professional Growth Model

- A. The process involved in the professional growth model is intended to enable supervisors and teachers, who meet the qualifying criteria, to focus their collaborative energies on improving teaching skill in an articulated, mutually developed, and cooperative process.
- B. Entry Level Criteria
  - 1. Teachers must have three years experience in the Woodland School District.
  - 2. The teacher must have had two consecutive years of satisfactory evaluations, and have the principal's recommendation.
- C. Application Procedure
  - 1. Teachers who have satisfactorily met the entry level criteria can apply in writing for the PGM to their building principal by April 15.
  - 2. The principal, if he/she does not agree that the teacher should be placed on the PGM, will provide the teacher with a written response stating the deficiencies and expected outcomes that would be necessary for approval.
  - 3. The teacher has the right to appeal the decision first to the principal, then to the superintendent. However, this decision is not grievable.
- D. Evaluation Requirements
  - 1. According to law, the principal will observe each teacher a minimum of 30 continuous minutes and a minimum of 60 total minutes. The primary purpose of these observations shall be to collect meaningful data for feedback on the teacher's goals.
  - 2. The principal may drop in informally or schedule observations in advance.
  - 3. The principal will complete a short form evaluation report to be signed by the teacher. A copy will be sent for the superintendent's review and placed in the teacher's personnel file.
- E. Removal From Program
  - 1. Normally, a teacher would be in the PGM process for two years. However, if a teacher's performance is of such concern that he/she is placed on probation, the teacher will be removed from the PGM and follow the probationary evaluation system as of February 1st of each year.
  - 2. After two years on PGM, a teacher must return to the standard evaluation process as per Section 9.2 of this contract for a minimum of one year.

- F. Funding. PGM plans may incorporate such district funds as credit reimbursement and instructional improvement projects within existing contract language and/or building budgets. However, no specific funds are set aside for PGM plans.

**11.8.1 Professional Growth Model Forms**

Professional Growth Model Forms forms to be used with employees under this agreement are contained in Appendices 4A, 4B and 4C.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this \_\_\_\_\_ day of September, 2009.

WOODLAND EDUCATION ASSOCIATION

WOODLAND SCHOOL DISTRICT

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## **APPENDICES**

**APPENDIX 1A: 2009-10 Base Salaries for Certificated Instructional Staff**

\*\*\* Education Experience \*\*\*

<b>Years of Service</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90</b>	<b>BA+135</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90 OR Ph.D.</b>
0	34,237	35,162	36,120	37,080	40,161	42,145	41,047	44,128	46,115
1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589
2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061
3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538
4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030
5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523
6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993
7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989
8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512
9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081
10			43,877	45,498	48,794	51,195	48,995	52,291	54,692
11				47,032	50,399	52,849	50,528	53,897	56,345
12				48,517	52,048	54,571	52,122	55,545	58,068
13					53,737	56,335	53,773	57,234	59,831
14					55,434	58,165	55,471	59,042	61,663
15					56,877	59,679	56,913	60,577	63,266
16 or more					58,014	60,871	58,051	61,788	64,531

**APPENDIX 1B: Extracurricular Salary Schedule**

<u>POSITION</u>	<u>SALARY</u>
Sencondary Choir .....	\$2,500
Secondary Band.....	\$5,000
High School Annual .....	\$2,500
Middle School Annual.....	\$1,250
Intermediate School Annual .....	\$400
Middle School Newspaper .....	\$400
High School Newspaper .....	\$500
Freshman Class Advisor.....	\$500
Sophomore Class Advisor .....	\$1,000
Junior Class Advisor.....	\$1,000
Senior Class Advisor .....	\$1,000
National Honor Society Advisor .....	\$1,000

**APPENDIX 1C: Extra Duty Pay Schedule**

Members of the teaching staff who participate in extra-curricular events outside the work day, except for open house nights, and who do not have an extra-curricular contract pertaining to that event, shall be compensated, per event, according to the following schedule:

<u>POSITION</u>	<u>SALARY</u>
High School Dances .....	\$40
Middle School Activity .....	\$40
High School Sports.....	\$40
High School Prom and Tolo .....	\$40
Any other activity not listed above.....	\$40
Navigation 101 Site Coordinator.....	\$1,000
Navigation 101 Facilitator .....	\$600

## APPENDIX 2: Teacher Evaluation Rubric

### SECTION A: INSTRUCTIONAL SKILL

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Planning: Student engagement	Lessons are founded on student engagement and participation, and students participate enthusiastically.	Lessons engage all students at appropriate levels.	Most students participate willingly in the learning.	Students are not engaged in the lesson.
2. Planning: Use of standards	Students make connection of learning to standards. Lessons build upon and reinforce prior learning.	Lessons show clear connections to district and state curricular standards.	Teacher cites broad, general topics from standards, but is unable to define specific targets.	Teacher is not able to identify standards addressed in the lesson.
3. Planning: Motivation	Lessons incorporate activities for a variety of learning styles, while maintaining clear focus on the instructional objective.	Lessons utilize a variety of classroom activities and teaching strategies, in accordance with accepted principles of learning.	Students are offered some variety in the lesson to utilize individual strengths or address weaknesses.	Lessons are mechanical and one dimensional. No allowance is made for student differences.
4. Planning: Use of Resources	The teacher utilizes student talents, support staff, media and learning centers in formulating plans. Collaboration with grade level/department colleagues is apparent.	Lessons are centered on student activities. The teacher provides clear direction.	The teacher uses student driven activity as part of the lesson, or incorporates other resources to increase student engagement.	The teacher or text is typically the sole resource for the lesson.
5. Executing the lesson: Classroom Climate	The teacher models respect in interactions with students, and guides students to interact positively.	The teacher fosters an atmosphere of mutual respect.	Most students participate willingly. The teacher's authority is rarely an issue.	Teacher-student interaction is founded on control issues.

6. Executing the lesson: Classroom Climate	Students feel valued and welcome. The teacher is a positive role model.	The teacher establishes an accepting, fair and impartial environment. The teacher maintains reasonable classroom control with a minimum of tension.	The teacher is consistent and reasonable. Students are generally responsive.	The classroom atmosphere is rigid with many rules to be followed by students.
7. Executing the lesson: Climate	Lessons allow students to develop connections between the learning and their lives. Students frequently go beyond the minimum requirements on assignments.	The teacher encourages students to take responsibility for their learning. There is a clear connection of the learning to the students.	Both negative and positive incentives are used. Some students understand the importance of the learning to their lives.	The teacher relies on negative incentives to encourage students to learn.
8. Executing the lesson: Participation	Students are rarely off task. Activities are engaging. The teacher deals with non-participation effectively.	The teacher recognizes and responds appropriately when students are off task.	Most students are actively engaged. The teacher eventually notices those who are not.	A significant number of students are not on task, and go unnoticed.
9. Executing the lesson: Participation	Lessons allow for individual differences and students are encouraged to find ways to be successful and meet expectations.	The teacher adapts instruction in consideration of the legitimate individual needs of students.	The teacher generally makes some adaptation for unique student needs when they are brought to her/his attention.	The teacher does not or is unwilling to adapt for individual differences.
10. Executing the lesson: Participation	Students handle routine tasks without guidance. Transitions are smooth. Instructional time is maximized.	The teacher makes repetitive tasks routine and minimizes wasted time.	Most tasks are covered by classroom procedures. Students are generally cooperative.	Routine tasks take up excessive time during instruction.

11. Executing the lesson: Participation	Students are routinely expected to generate and answer their own questions, with teacher guidance. Students can access a variety of resources in and out of the classroom to assist them.	Lessons challenge students to inquire and discover, emphasizing the process of finding answers as well as the answers themselves. Resources are made available to students to learn independently. When possible, students gather and use evidence to support learning.	Lessons periodically require students to think critically or apply learning to new situations. There is limited student access to resources for independent learning, such as the library or the internet.	Lessons rely heavily on worksheets that target rote memory. Students are rarely asked to generate individual responses, orally or in writing. Few resources are made available to students.
12. Executing the lesson: Interaction	Cooperative work is central to the classroom. Students know the various roles of working in groups and are able to stay on task appropriately.	Students routinely participate as members of small and large groups during some or all of the lesson.	Students demonstrate limited ability to work cooperatively. Opportunities to do so are rare.	Most student work is done independently using identical assignments. Interaction is discouraged.

## SECTION B: CLASSROOM MANAGEMENT

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Materials	Routines for handling materials and supplies are seamless, with student assuming responsibilities for efficient operations.	Routines for handling materials and supplies occur smoothly with little loss of instructional time.	Routine handling of materials and supplies functions moderately well, occasionally interfering with instruction.	Materials and supplies are handled inefficiently, and interfere with instruction.
2. Transitions between activities	Transitions are seamless, with students assuming responsibility for efficient operations.	Transitions occur smoothly with little loss of instructional time.	Transitions are sporadically efficient and/or class occasionally begins late, resulting in some loss of instructional time.	Much time is lost during transitions and/or class begins late and ends early.
3. Order and security	The classroom is orderly and secure. Students adjust furniture to advance their own progress in learning.	The classroom is orderly and secure. The furniture arrangement is a resource for learning activities.	The classroom is orderly and secure. Furniture is adjusted for lessons, but with limited effectiveness.	The classroom is disorderly and/or security is a problem.

## SECTION C: EFFORT TOWARD IMPROVEMENT WHEN NEEDED

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Professional development	Seeks out opportunities for professional development to enhance content knowledge and teaching skills. Makes systematic attempts to conduct action research in the classroom.	Seeks out opportunities for professional development to enhance content knowledge and teaching skill.	Participates in professional development activities to a limited extent when they are convenient or required.	Engages in little or no professional development activity to enhance knowledge or skill.
2. Use of feedback	Seeks out peer and/or supervisor feedback to refine and shape practices.	Utilizes peer and/or supervisor feedback to refine and shape practices.	Utilizes little peer and/or supervisor feedback in refining and shaping practice.	Does not respond to peer and/or supervisor feedback to refine and shape practice.
3. School improvement efforts	Provides leadership in school improvement and refinement of curriculum/instruction, assessing for alignment with national, state, district and school goals.	Participates in the school improvement process and refinement of curriculum/instruction practices, assessing for alignment with national, state, district and school goals.	Is a reluctant participant in the school improvement process.	Makes no effort to participate in the school improvement process or seeks to impede it.

## SECTION D: PROFESSIONAL PREPARATION AND SCHOLARSHIP

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Professional development	Seeks out opportunities for professional development to enhance content knowledge and teaching skills. Makes systematic attempts to conduct action research in the classroom.	Seeks out opportunities for professional development to enhance content knowledge and teaching skill. Has annual and long range plans to meet certification or re-certification requirements.	Participates in professional development activities to a limited extent when they are convenient or required.	Engages in little or no professional development activity to enhance knowledge or skill.

2. Use of assessment to guide instruction	Recognizes abilities and performance levels of students and individualizes lessons for students' needs on a regular basis.	Considers abilities and present performance levels of students in planning instruction.	Begins to use assessment to plan appropriate instruction.	Does not use assessment to guide or inform instruction.
3. Improvement goals	Publishes long range improvement goals for review by colleagues and parents.	Establishes immediate and long range objectives for improvement.	Immediate objectives at times vary from long range improvement goals.	No evidence of immediate or long range improvement goals.
4. Use of learning goals	Reviews curriculum with colleagues to strengthen plans and objectives.	Prepares effective plans to meet objectives.	Lessons are directed toward objectives, but execution lacks adequate focus.	Lessons do not guide students toward accomplishment of objectives.
5. Lesson evaluation	Solicits feedback from students and peers on lessons and results. Conducts a self-evaluation after lessons to include in future planning.	Plans for evaluation in lessons and units, and utilizes results in planning subsequent lessons.	Use of post lesson evaluation is limited and/or irregular.	Does not evaluate lessons for effectiveness.
6. Preparation for absence	On returning from an absence, evaluates the success of the lesson plan left for the substitute and uses information to help future substitutes. Students know that work done with a substitute continues their regular instruction to the extent possible.	Provides adequate plans that continue regular instruction to the extent possible for the substitute when absent.	Leaves plans based on busywork or that deviate from the content or skills of the current unit of study.	Leaves no plans pertaining to current content areas for the substitute.
7. Knowledge of content	Conducts workshops in and/or out of district for peers and parents on the skills and content of areas of certification.	Possesses and demonstrates knowledge of subject area.	Finds ways to supplement knowledge lacking through workshops or outside research.	Demonstrates a lack of the basic knowledge of areas of certification.

## SECTION E: STUDENT CONTROL AND ATTENDANT PROBLEMS

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Clear standards	Established standards for student behavior are clear to students and encourage self-discipline.	Established standards for student control are evident by student behavior and interactions.	Strategies are established to address student control problems for most situations and some students understand these.	Strategies are not established to address student control problems.
2. Student to student	Student to student interactions demonstrate courtesy and respect.	Student to student interactions are positive.	Student to student interactions are positive at least part of the time.	Student to student interactions are mostly negative.
3. Staff and student	Staff interactions with all students demonstrate warmth, respect, fairness and consistency.	Staff to student interactions reflect warmth, caring, respect and fairness toward the student.	Student/staff interactions are positive the majority of the time.	A significant number of student/staff interactions are negative or characterized by conflict, sarcasm or put-downs.
4. Use of support	Appropriately enlists the assistance of support staff to improve student control. Routinely enlists parental support in working with all students.	Is aware of available district resources to assist in student control problems and utilizes them as needed. Frequently enlists parental support in working with difficult students.	Is aware of available district resources to assist in student control problems, but uses them minimally. Parental support is infrequently solicited or used.	Is unaware of, or does not use district resources to assist students in this area.
5. Adherence to policy	Consistently follows school policy to resolve student control problems.	Follows school policy to resolve student control problems.	Is aware of and follows school policy to address student control problems some of the time.	Is unaware or chooses not to follow school policy to address student control problems.

## SECTION F: INTEREST IN TEACHING STUDENTS

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Individualization	Treats all students as individuals with differing needs. Appropriately seeks out information to assist in helping all students achieve success when regular instruction is not successful.	Seeks and uses information on individual characteristics when regular instruction is not successful.	Can describe individual characteristics of students, and occasionally alters approach to accommodate them when regular instruction is not successful.	Gives no consideration to the characteristics of the individual student when regular instruction is not successful.
2. Special populations	Works with colleagues and parents to find ways to help all students succeed. Sees struggling students as a professional challenge, and works to learn new methods to assist them.	Routinely makes accommodations for special needs students and works with colleagues to identify ways to succeed with struggling students.	Modifies some instruction, as indicated in IEP's or other sources of information regarding successful strategies for the individual student.	Does not accommodate special needs students as required.
3. Enthusiasm	Consistently exhibits genuine enthusiasm and interest when interacting with students, both individually and in groups.	Interactions with students are routinely respectful and positive. Is animated and positive while working with groups of students.	Interactions with individual students are neither negative nor positive. Shows some enthusiasm when working with the class.	Interactions with students are frequently negative or critical.
4. Student interests	Knows the individual interests, strengths and needs of each student. Can describe ways to be successful with individual students.	Seeks out information on student interests and uses it to provide more successful instruction and engagement of students.	If informed of individual interests or needs, shows some change in instructional practice to address them.	Can not identify and/or gives no consideration to the individual interests of students.

5. Relevance of subject	Students can demonstrate the connection between the classroom content and skills and their lives. Students look to the teacher as a source of guidance and assistance, and the teacher provides it in an appropriate manner.	Stresses connections between content and skills of subject matter and the lives of the students. Responds to individual problems appropriately.	Makes some connections between subject content and the students' lives.	Shows little or no interest in providing educational guidance to students.
6. Parental relations	Forms positive relationships with parents and is an asset to the community's view of the school.	Routinely contacts parents before minor issues become serious. Follows through on commitments made to parents (e.g. notes home, accommodations).	Makes some parent contacts, but not routinely.	Does not make parent contacts unless directed to do so.

## SECTION G: KNOWLEDGE OF SUBJECT MATTER

	<b>Exceeds Standard</b>	<b>Meets Standard</b>	<b>Approaches Standard</b>	<b>Unsatisfactory</b>
1. Response to questions	Demonstrates excellent grasp of subjects and skills being taught. Communicates effectively by anticipating areas of difficulty and adjusting for them. Answers questions concisely and effectively.	Is able to respond in a variety of ways to student questions. Has considerable depth of knowledge of subjects taught. Answers questions completely.	Provides little variety of response to student questions or lack of student success. Is unsure of content beyond basics. Gives minimal response to student questions.	Responds to questions by repeating previous explanations for examples. Does not demonstrate any depth of understanding of content area. Is not able to respond, or responds incorrectly to student questions.
2. Instructional strategies	Develops instructional strategies and borrows effective strategies to address individual needs.	Seeks new strategies and integrates them into instructional practice.	Is willing to learn new strategies or content, but has difficulty integrating them successfully into instruction.	Shows no growth in instructional techniques or understanding of content. Can not explain the relevance of material being taught.

3. Focus	Instruction is clearly planned and focused. Delivery of instruction clearly demonstrates flexibility and adaptability.	Plans lessons thoroughly and executes the plan effectively.	Shows some evidence of planning, but is unsuccessful at maintaining focus during teaching.	Shows little or no prior planning, or relies on past plans inappropriately.
4. Individualization	Anticipates which strategies will be effective with individuals and groups and incorporates them into instruction. Coaches students to expand their repertoire of skills.	Alters instructional strategies to assist students in learning.	If informed of individual interests or needs, shows some change in instructional practice to address them.	Can not identify and/or gives no consideration to the individual interests of the students.
5. Audience	Thoroughly understands the student audience, anticipate their needs and provides for them. Can explain the subject at the appropriate level to the audience.	Has multiple approaches to subject matter. Responds effectively to questions that reflect a variety of depth of understanding.	Demonstrates ability to use one or two alternative approaches to subject matter. Has difficulty responding at the appropriate level to student questions or needs.	Has limited variety in approach to subject matter and discourages student questions or needs.

## SECTION H: PROFESSIONALISM

The teacher demonstrates behavior appropriate to the teaching profession.

1. Maintains a professional working relationship with District administrators.
  - a. Uses proper channels.
  - b. Discusses problems at appropriate times.
  - c. Supports administrative decisions.
  - d. Keeps building principal informed of potential problems and curriculum needs.
2. Contributes to a favorable working environment among colleagues.
3. Displays an appropriate working relationship with non-certificated staff.
4. Communicates with parents in a professional manner.
5. Maintains proper professional behavior before students, both in and out of the classroom.
  - a. Does not discuss colleagues in negative manner.
  - b. Does not show or discuss private communications.
  - c. Does not discuss faculty business.
  - d. Does not discuss inappropriate aspects of personal life.



Woodland School District No. 404  
**APPENDIX 3A: Summative Evaluation/Professional Plan—Teachers**

TYPE OF EVALUATION

Name \_\_\_\_\_ Annual \_\_\_\_\_

Building \_\_\_\_\_ 90-Day \_\_\_\_\_

Teaching Assignment \_\_\_\_\_ Other \_\_\_\_\_

Principal's Signature \_\_\_\_\_

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

CATEGORIES (Refer to list of adopted criteria)	STRENGTHS; WEAKNESSES; SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category.)
A. Instructional Skill	
B. Classroom Management	
C. Professional Preparation Scholarship	
D. Effort Toward Improvement When Needed	
E. Student Control and Attendant Problems	
F. Interest in Teaching Students	
G. Knowledge of Subject Matter	
H. Professionalism	

1. In what areas has the individual shown development and growth?
  
2. Employee's Comments
  
3. Employer's Comments

GOAL PLANNING

4. Specific goals agreed upon for growth and development during the next evaluation period.

*(If the employee has not satisfactorily completed classes [or workshops, seminars, etc.] required to address deficiencies from the previous school year, he/she has from this date until September 1 of this year to show progress. If no attempt is made during this time, the employee's salary may be frozen.) Ref. Section 8.3 of the WEA Contract Agreement.*

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Signature

**APPENDIX 3B: Summative Evaluation/Professional Plan—Support Personnel**

TYPE OF EVALUATION

Name \_\_\_\_\_ Annual  
 Building \_\_\_\_\_ 90-Day  
 Teaching Assignment \_\_\_\_\_ Other  
 Principal's Signature \_\_\_\_\_

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

CATEGORIES (Refer to list of adopted criteria)	STRENGTHS; WEAKNESSES; SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category.)
A. Knowledge and Scholarship in Special Field	
B. Specialized Skills	
C. Management of Special and Technical Enviroment	
D. Professional Preparation and Scholarship	
E. Effort Toward Improvement When Needed	
F. Professionalism	

5. In what areas has the individual shown development and growth?

6. Employee's Comments

7. Employer's Comments

#### GOAL PLANNING

8. Specific goals agreed upon for growth and development during the next evaluation period.

*(If the employee has not satisfactorily completed classes [or workshops, seminars, etc.] required to address deficiencies from the previous school year, he/she has from this date until September 1 of this year to show progress. If no attempt is made during this time, the employee's salary may be frozen.) Ref. Section 8.3 of the WEA Contract Agreement.*

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

\_\_\_\_\_

Date

\_\_\_\_\_

Employee Signature

Woodland School District No. 404  
PROFESSIONAL GROWTH MODEL  
**APPENDIX 4A: Short Form**

Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

30-Minute Observation Date: \_\_\_\_\_

Time of observation: from \_\_\_\_\_ to \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date copy given to employee: \_\_\_\_\_

Woodland School District No. 404  
PROFESSIONAL GROWTH MODEL  
**APPENDIX 4B: Professional Progress Report**

TEACHER'S NAME: \_\_\_\_\_

SUPERVISOR'S NAME: \_\_\_\_\_

Please list the teacher's goal statement(s) in the space provided:

PROGRESS NOTES

I. Date of initial goal setting conference: \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ Initials

II. Date mid-year progress report given to principal: \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_ Teacher's Initials

Date mid-year progress report returned to teacher: \_\_\_\_\_

\_\_\_\_\_ Principal's Initials

Summary Notes:

III. Date of year-end assessment conference: \_\_\_\_\_

Attach summary comments from both teacher and administrator if more space is needed.

Teacher Assessment & Comments:

Principal Comments:

\_\_\_\_\_ / \_\_\_\_\_ Initials

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\_\_\_\_\_ has demonstrated successful teaching performance and has met statutory requirements.

DATE \_\_\_\_\_

SUPERVISOR \_\_\_\_\_

Woodland School District No. 404  
PROFESSIONAL GROWTH MODEL  
**APPENDIX 4C: Professional Growth Plan**

NAME: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

1. Professional goals (one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussions\*.
  
  
  
  
  
  
  
  
  
  
2. What is the plan of action for achieving my goal(s)?
  
  
  
  
  
  
  
  
  
  
3. How can my principal help me to achieve my goals?
  
  
  
  
  
  
  
  
  
  
4. Who will be involved in working with me to achieve my goals?
  
  
  
  
  
  
  
  
  
  
5. How will I measure my success in achieving my goals?

6. Signatures

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

\*WAC 392-191-080 (Stipulates that one or more of the following sources of information are to be used in developing the professional growth plan. 1) Peer review and evaluation; 2) input by parents; 3) input by students; 4) personal and/or professional goals; 5) school district goals; 6) building goals; 7) self-assessment; 8) personal academic records; and 9) school district evaluations.)

## **APPENDIX 5: Health Benefit Plans 2009-10**

[insert list here]

**APPENDIX 6: Grievance Presentation**

Aggrieved Person: \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Alleged Violation Occurred: \_\_\_\_\_

Date of Informal Meeting: \_\_\_\_\_

Date Formal Grievance Presented: \_\_\_\_\_

Sections Allegedly Violated:

Statement of Grievance:

Remedy Sought:

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT (2009-10 Calendar)**

For the 2009-10 school year calendar, one non-student day shall be added to October; the non-student day scheduled as a possible snow make-up day on May 17 shall be changed to a student instructional day; the day in March originally scheduled as a LID day shall remain a non-student day; and the non-student day in January between the high school semesters shall remain a non-student day. Individual buildings may choose which of these non-student days shall be used for the one mandatory and one optional District-directed professional development days identified in Section 3.2, paragraph 2.

WOODLAND EDUCATION ASSOCIATION

WOODLAND SCHOOL DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT (Band Stipend)**

The current employee in the Secondary Band position shall be grandfathered for the 2009-10 school year at \$7,000, and for the 2010-11 school year at \$6,000.

WOODLAND EDUCATION ASSOCIATION

WOODLAND SCHOOL DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT (Professionalism Rubric)**

The District and Association agree to form a committee to develop a rubric for evaluating professionalism under Appendix 2H. Each party shall appoint 3 persons to the committee. The committee shall develop a proposal by the end of the 2009-10 school year and it shall be piloted during the 2010-11 school year.

WOODLAND EDUCATION ASSOCIATION

WOODLAND SCHOOL DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Letter of Agreement Between  
Woodland School District #404  
and  
Woodland Education Association**

The current employee in the Secondary Band position shall be grandfathered for the 2009-10 school year at \$7,000, and for the 2010-11 school year at \$6,000.

For the District:

For the Union:

\_\_\_\_\_

.....

.....

Date: \_\_\_\_\_

Date: .....

**Letter of Agreement Between  
Woodland School District #404  
and  
Woodland Education Association**

The District and Association agree to form a committee to develop a rubric for evaluating professionalism under Appendix 2H. Each party shall appoint 3 persons to the committee. The committee shall develop a proposal by the end of the 2009-10 school year and it shall be piloted during the 2010-11 school year.

For the District:

For the Union:

\_\_\_\_\_

.....

.....

Date: \_\_\_\_\_

Date: .....