

**Tentative Agreements
2009-2011 CBA between
WEA and WSD**

D1. *Amend Section 1.2 as follows:*

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, ~~shall be~~ as the exclusive representative of all ~~the~~ non-supervisory certificated personnel under contract with the ~~exception of the chief administrative officers of the employer, which shall mean the superintendent of the District, deputy superintendents, business manager, principals and vice principals~~ District. In addition to regular part-time and full-time certificated employees, ~~a certificated person under contract~~ the bargaining unit shall include a substitute ~~teacher~~ who has ~~taught~~ been employed in the same assignment for continuously twenty (20) consecutive workdays for the same teacher. 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.

D2. *Amend Section 1.3, ¶ 2 as follows:*

~~¶~~ 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.

D3. *Amend Section 1.4, ¶ 1 as follows:*

This Agreement shall be governed and ~~constructed~~ 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 ~~Supreme Court decision~~ 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.

D4. *Amend Section 1.4, ¶ 2 as follows:*

The Association ~~assures~~ and the Woodland School District ~~that it~~ will comply with all state and federal guidelines and/or regulations. Therefore, all ~~applications~~ applicants seeking employment opportunities and all ~~contracts~~ 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. ~~This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336, and Title IX/RCW 28A.640 of the Education Amendments of 1972 as amended.~~

D5. *Amend Section 1.5 as follows:*

After ratification and examination by both parties, ~~one contract per certificated employee plus~~ the collective bargaining agreement shall be posted on the District web site and fifty (50) additional 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.

~~When printing is completed, copies shall be distributed to employees by administrators of the district or their designees. Employees shall sign upon receipt of receiving a copy of the Agreement indicating their possession of the Agreement.~~

D6/A1. *Amend Section 1.6, ¶ 1 as follows:*

This Agreement shall be effective September 1, ~~2007~~ 2009, and shall remain in effect through August 31, ~~2009~~ 2011.

D7. *Amend Section 1.6, ¶ 3 as follows:*

It is the intention of both parties to ~~conform to the requirement of House Bill 166 and the Washington State Budget~~ 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.

D8. *Amend Section 2.1, ¶ 1, as follows:*

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. ~~The Association shall limit its meetings held at 3:15 p.m. during the work day to one meeting per month~~ shall not begin until fifteen (15) minutes after students are dismissed; additional meetings may be held before or after the workday.

D9. *Amend the following sections to reflect the deletion of one learning improvement day by the state legislature:*

Section 3.2, ¶ 1:

The length of the regular employee annual contract shall be ~~one hundred eighty-two (182)~~ one hundred eighty-one (181) days, including ~~two (2)~~ one (1) Learning Improvement Days ~~Day~~, contingent on state funding for ~~these~~ this LID days.

Section 3.2, ¶ 5:

Any extension of contracted days by the District for an employee shall be computed on ~~4/182~~ 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.

Section 7.1.1, ¶ 3:

A deduction at the rate of ~~1/182~~ 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.

Section 7.3, last ¶:

The employee's health benefit will be calculated as a percentage of the ~~182~~ 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.

Section 8.4, ¶ 3:

The curriculum pay rate is calculated by taking the annual salary of the twelfth (12th) year step on the BA+45 column, divided by ~~182~~ 181, divided by 7 hours per day.

D10/A2. Amend Section 3.2, ¶ 2 as follows:

~~In 2007-08 and 2008-09, three (3) Two and a half (2.5) additional optional 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 in full or half day increments on non-school days or after the employee workday on school days. Of the mandatory days, one half-day shall be scheduled for the 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. For the 2007-08 school year, the remaining 2.5 two (2) days shall be scheduled by the district and the dates published to employees by September 15, 2007. For the 2008-09 school year, such days shall be scheduled on the school calendar by the calendar committee identified in Section 3.5.~~

Enter into a letter of agreement that reads as follows:

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.

D11. *Amend Section 3.2, ¶ 3 as follows:*

~~In the 2007-08 and 2008-09 school years, e~~Employees shall have ~~four (4)~~ 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).

D12/A2. *Delete Section 3.2, ¶ 4:*

~~For the 2007-08 school year, employees with seventeen (17) or more years of experience shall be offered two (2) additional optional days for projects that pursue the building's school improvement plan, other building initiatives, or the goals of a district-wide department. Such activities shall be pre-approved by a building or district administrator and worked in half day or full day increments. Examples of appropriate projects for the use of these days are school improvement plan committees and task forces, curriculum adoption or implementation committees, or other collaborative or group activities that pursue building/district goals. For the 2008-09 school year, all employees shall be offered the two (2) optional days under this paragraph.~~

A2. *Amend Section 3.2, ¶ 5 as follows:*

Any extension of contracted days by the District for an employee shall be computed on 1/182 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, district directed and project based days for compensation no later than August 10.

D13. *Add a new paragraph at the end of Section 3.2 to read as follows:*

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.

D14/A3. *Amend Section 3.5, ¶ 1 as follows:*

The calendar for each school year shall be determined by a committee comprised of ~~four~~ 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 ~~consensus~~ simple majority vote of those committee members present.

A4. *Amend Section 4.2, ¶ 2 as follows:*

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.

D15. *Amend Section 5.1.2 as follows:*

~~Elementary (1st-6th grade) t~~Teachers will be provided with ~~five (5)~~ 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. ~~Middle and high school teachers will have three (3) early release days for conferences at the end of the first quarter and one (1) during the second semester for a spring curriculum fair.~~ 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.

D16/A5. *Amend Section 5.1.3 as follows:*

In addition to the above conferences and early release days, there will be two (2) early release days for grades ~~K-6~~ K-12 on the last two (2) days of school ~~for teacher preparation as determined at the calendar committee meeting.~~

A8. *Amend Section 5.5, ¶ 1 as follows:*

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.

D17/A6/A7. *Amend the following sections:*

Section 5.1, ¶ 1:

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.

Section 5.2, ¶ 3:

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 ~~calculated using the following formula: .167 times the teacher's annual salary for high school for the year (.083 per semester) and 20 times the teacher's annual salary for middle school for the year (.10 per semester).~~ Classes taught at the middle school on only A or B day will be entitled to one-half the compensation.

Section 5.3:

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, ~~.20 of the per diem base salary for~~ 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.

D18/A8. *Current contract language for Section 5.5 ¶ 2.*

D19. *Current contract language for Section 5.7.*

D20. *Amend Section 5.8 as follows:*

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.

A9. *Amend Section 5.8 as follows:*

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.

D21. *Amend Section 5.10 as follows:*

~~The District shall establish a new employee mentoring program. The program shall provide assistance to employees new to the District in familiarizing themselves with general District and school policies, observation/evaluation procedures, and professional certification options. The program shall be subject to the following provisions:~~

~~A. Each new employee will be assigned a mentor employee with outstanding professional and leadership skills; ability to work cooperatively and effectively with other staff, extensive and current knowledge of a variety of classroom management and instructional techniques; ability to effectively deliver staff development activities; and two successful years working in the school district.~~

~~B. The mentor employee program shall be voluntary for the mentors.~~

~~C. The building administrators shall select the mentors for the new employees.~~

~~D. The District shall set aside one orientation day prior to the school year for introduction of District procedures and policies, and for the mentors to meet with the new employees.~~

~~E. The District shall set aside two additional meeting times of no less than one hour each throughout the school year. The mentor and the new employee may use at least one of these times as release to observe instructional techniques of one another or another recommended staff member. When releasing employees to observe another staff member, the district shall compensate a substitute for filling in for the absent employees and/or mentor.~~

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.

D22. *Amend Section 6.2, ¶ 1 as follows:*

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.

D23. *Amend Section 6.2, ¶ 6 as follows:*

~~If a vacancy occurs~~ Vacancies that occur during the summer, ~~a list of open positions will be available posted~~ on the District website ~~and the job hotline (225-9451-X222).~~

D24/A10. *Amend Section 6.3, ¶ 2 as follows:*

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.

D25. *Amend Section 7.1.1, ¶1 as follows:*

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 ~~37.5~~ 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.

D26. *Amend Section 7.1.1, ¶4 as follows:*

An employee who is absent more than five (5) consecutive working days with illness ~~shall~~ 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.

D27. *Amend Section 7.1.1, ¶ 5 as follows:*

Leave under this section shall be taken in half- or whole-day increments. ~~A minimum half day substitute will be required for leave of a half day or less 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.

D28/A11. *Amend Section 7.1.2, ¶¶ 2 and 3 as follows:*

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 leave has been approved in advance, or~~ the building administrator grants it in an emergency situation and the district can find qualified subs.

~~Personal leave cannot be used to extend any other leave, vacation, or holiday. Emergency personal leaves must be approved by the building administrator.~~

D29. *Amend Section 7.1.3 as follows:*

~~It is the Board's and Woodland Educational Association's intent to comply with House Senate Bill #3880 in regard to giving employee sick leave buy back~~ The District shall offer a sick leave buy-back program in accordance with RCW 28A.400.210.

D30/A12. *Amend Section 7.1.4 as follows:*

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.

D31. *Amend Section 7.2, ¶ 1 as follows:*

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

A20. *Amend Section 7.3, paragraph E. as follows:*

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 ~~(6 weeks is the norm).~~

The employee's health benefit will be calculated as a percentage of the 182 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.

A14. *Amend Section 7.4, ¶ 2 as follows:*

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, ~~and leave may be granted to only one parent at a time.~~

A14. *Delete Section 7.6 (D32), and add the following new paragraph to Section 7.1.1:*

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.

D32. *Delete Section 7.6:*

~~A special leave of absence for an emergency, not to exceed one (1) hour, shall be granted. Only the actual cost to the District shall be deducted from the employee's pay.~~

D33. *Amend the following sections to update sick leave sharing in accordance with current law:*

Section 7.8:

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. ~~RCW 28A.58.095~~ See RCW 28A.400.380.

Section 7.8.1, ¶ 1.F:

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").

Section 7.8.1, ¶ 4:

No employee may ~~receive~~ use more than ~~182~~ 261 days of leave during total district employment.

Section 7.8.2 as follows:

~~An employee may donate leave to another employee under the following conditions:~~

An employee who has an accrued sick leave balance of more than ~~sixty (60)~~ 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. ~~No more than six (6) days of sick leave may be transferred during any twelve (12) month period.~~ Such transfer shall not result in the donor's sick leave account going below ~~sixty (60)~~ twenty-two (22).

D34. *Amend Section 8.1, ¶ 3 as follows:*

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 ~~and~~ the Board of Directors, ~~as required by the County Auditor.~~

D35. *Amend Section 8.2, ¶ 1 as follows:*

Any class that meets the requirement of WAC 392-121-262 and is approved by the building principal ~~and the superintendent or designee in advance~~ 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.

D36/A15. *Amend Section 8.3 as follows:*

A. Staff members will be compensated for up to \$300 per school year for National Board certification, college credits and/or clock hours ~~per school year~~. 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. ~~If the employee makes no effort to improve in this area, his/her salary may be frozen.~~

- B. Employees may direct the entire \$300 credit reimbursement amount toward health insurance as described in Section 4.2 ~~or the registration costs of National Board Certification.~~ 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 ~~\$1,000~~ \$1,700 in additional reimbursement for credits, clock hours or National Board certification, ~~and e~~ 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 31st. If there are insufficient funds for all reimbursement claims, the amounts shall be pro-rated equally for all claims.
- D. Claims received after May 31st 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 30th. Total reimbursement for each employee Reimbursements will not exceed ~~\$1300~~ \$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.

D37. *Amend Section 8.4, ¶ 2 as follows:*

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 ~~or Academic Coaching~~, 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.

D38. *Amend Section 9.1, ¶¶ 1 and 4 as follows:*

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 as well as employment references leaving the District.

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

D39/A16. *Amend Section 9.2, ¶ 4 as follows:*

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.

Insert a new section between Sections 9.3 and 9.4 to read as follows:

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.

D40/A17. *Add the attached grievance form to the contract as a new Appendix and amend Section 9.3, ¶ 3 as follows*

(3) The grievant may invoke the formal grievance procedure ~~through the Association or by completing the form which will be available from the Association representative in each building 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).

D41/A18. *Delete Section 10.1 and Amend Section 10.2 as follows:*

10.1 Rationale

~~The Board of Directors of the Woodland School District takes note of the fact that:~~

~~A. The District protects the professional integrity of all certified staff members who are released from contract status because of emergency conditions due to the loss of local school levy and/or enrollment decline and/or insufficient state funding.~~

~~B. That their releases should not reflect in any way on their professional competency or ethics; that the school district assist teachers in finding positions of equal status in another district.~~

C. ~~— A legal need exists for this Policy.~~

10.2 Policy Procedures

~~It is therefore concluded that:~~

- 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 ~~certified~~ 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.

~~F. H.~~ That 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 ~~that~~ these vacancies shall be filled from the existing staff insofar as possible.

~~G. I.~~ That 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.

~~H. J.~~ That 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, ~~industrial arts~~, art, ~~home economics~~, business education, ~~driver 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 ~~have previously taught in the category or specialty or have a minimum fifteen (15) quarter hours in the category or specialty. All employees shall designate in writing to the superintendent or his designee categories or specialties for which they wish to be considered~~ 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 ~~following criteria shall be used to determine which employee shall be retained. The people with the highest value for "Q" will be retained. (In case of a tie, the one with the most seniority will be retained.)~~

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

A = ~~1 point for each 15 quarter hours~~ 3 points for each year of professional experience in Washington state

B = ~~2 points for each year of experience in the category or specialty~~ 3 points for being a National Board Certified Teacher

C = ~~1 point for BA or BS, 2 points for minor in category or specialty or 4 points for major in category or specialty~~ 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 5th year and 2 points for Masters~~ 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.

4.7. 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 ~~the following school year~~ 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.

~~J.~~ ~~Affirmative Action: In view of the District's affirmative action commitment as set forth in their policy if a reduction in certificated staff is necessary, the reduction shall affect under-represented classes as follows:~~

~~1.~~ ~~If the reduction in staff can be accomplished under the normal procedure as set forth herein without causing or aggravating an imbalance in the certificated staff's ethnic and/or male/female representation, the following paragraph (2.) shall not apply.~~

~~2.~~ ~~If the reduction in staff under the normal procedures of this policy would result in causing or aggravating an imbalance in the certificated staff's ethnic and/or male/female representation within any of the categories set forth in the affirmative action policy, then as to each category where under-representation would occur or be aggravated by reason of the implementation of the normal procedure, the number of persons within the under-represented group shall be reduced only to the same degree percentage wise (as close as practicable) as the number of persons within the category as a whole is reduced. The reduction in staff within the~~

members of the under-represented group shall be accomplished by applying to the members of the under-represented group itself the normal selection rules set forth in this reduction in force policy.

D42. Amend Section 11.2, ¶ A as follows:

A. All employees newly employed by the School District shall be ~~evaluated for a minimum of one observation of~~ 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.

D43. Amend Section 11.5, ¶ A as follows:

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.

A19. Amend Appendices 1B and 1C as follows:

APPENDIX 1B: Extracurricular Salary Schedule

<u>POSITION</u>	<u>SALARY</u>
Middle School Music <u>Secondary Choir</u>	\$3,250 <u>\$2,500</u>
High School Music <u>Secondary Band</u>	\$3,750 <u>\$5,000</u>
High School Annual	\$2,500
Middle School Annual.....	\$1,250
Intermediate School Annual	\$400
<u>Middle School Newspaper</u>	<u>\$400</u>
High School Newspaper (per publication)	\$200 <u>\$500</u>
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

<u>POSITION</u>	<u>SALARY</u>
High School Dances	\$40
Middle School Activity	\$40
High School Sports.....	\$40
High School Prom and Tolo	\$40
<u>Bus Chaperones (including event)</u>	<u>\$40</u>

<u>Music Events</u>	<u>\$40</u>
<u>High School Graduation</u>	<u>\$40</u>
<u>Any other activity not listed above.....</u>	<u>\$40</u>
<u>Navigation 101 Site Coordinator.....</u>	<u>\$1,000</u>
<u>Navigation 101 Facilitator.....</u>	<u>\$600</u>

Enter into a letter of agreement that reads as follows:

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.

D44. *Enter into a letter of agreement that reads as follows:*

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.

D45. *Delete “TO BE COMPLETED BY JANUARY 15TH” from the bottom of Appendix 4A.*

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