

Tentative Agreement
Woodland School District and Woodland Education Association
August 13, 2013

A1. Association representatives

Amend the first paragraph of Section 2.7 as follows:

An employee has the right to have an association representative present at any meeting with his/her supervisor or other District representative. 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)

D1/A2/A3. Time

Amend the second and third paragraphs of Section 3.2 as follows:

~~Two and a half (2.5)~~ Five (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)~~ Three (3) of such days shall be mandatory and ~~one (1)~~ two (2) 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. The days can be broken up in half-day increments. Building Leadership Teams may schedule alternative dates for these days on non-student days that are on the calendar (e.g., semester break day, after school half days, etc.).

Employees shall have ~~six and one-half (6.5)~~ ten (10) 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).

A4. Calendar Committee

Amend Section 3.5 as follows:

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 ALE school(s)), 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, who is not included in the vote. Each voting member can only vote as one representative. 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. If representation is not available from ALE or Yale, then an additional WEA member shall fill the vacancy.

A5. Health care

Amend the first paragraph of Section 4.2 as follows:

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 ~~\$20,000~~ \$50,000 per year. The health benefit plans currently offered to bargaining unit members are listed in Appendix 5.

A6. Insurance choice

Amend the second paragraph of Section 4.2 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~~ October 1 of each school year.

D2. Clean-up: daily schedule

Amend Section 5.1.1 as follows:

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.~~ Building leadership teams shall be responsible for determining staff arrival and departure time. An important consideration

in this decision shall be availability of staff to parents, students, and colleagues. 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. When school start-time is postponed due to inclement weather or other unforeseen circumstances teachers are expected to make every attempt to arrive at least 30 minutes prior to the student start time.

A7/D3. Conference days

Amend the first paragraph of Section 5.1.2 as follows:

K-8 teachers will be provided with four (4) early release ~~or late arrival~~ days for conferences during the first semester and four (4) during the second semester. ~~Kindergarten teachers will be provided with additional substitute time because of their number of students.~~ 9-12 teachers will be provided with two (2) early release ~~or late arrival~~ days for conferences during the first semester and four (4) during the second semester. 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. Each teacher is expected to be available on site during conference time, unless otherwise agreed upon by the building leadership team. 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.

D4. Conferences at alternative programs

Add a new sentence to Section 5.1.2 as follows:

Alternative education program staff, in collaboration with administrators, will have the opportunity to modify conference schedules to accommodate the needs of students and parents.

D5. Late starts during last week of school

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-8 and four (4) early release days for grades 9-12 on the last four (4) days of school. In the event that one of the four last days falls on Monday, ~~then no late start will occur~~ the early release will be shifted seventy-five (75) minutes later.

D6. Clarification: length of Monday professional development time

Amend the second paragraph of Section 5.2 as follows:

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 (except for prep time following the seventy-five (75) minutes of Monday professional development time, prior to student arrival).

D7. Clarification: prep time for part-time staff

Amend the second paragraph of Section 5.2 as follows:

A preparation period for 1.0 FTE secondary personnel shall be equivalent in time to one instructional period per day. For secondary staff with a less than 1.0 FTE schedule, the prep shall be prorated to the employee's FTE. 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).

D8. Clarification: current class size provisions and alternative programs

Add a new sentence to Section 5.5 to read as follows:

The provisions of this section do not apply to alternative education programs (e.g., Lewis River Academy and TEAM).

D9. Clarification: secondary prep limits

Amend Section 5.7 as follows:

The District will limit the number of class preparations for secondary teachers who teach half-time or more in the core academic departments (of 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.

A11. Job share

Amend the eighth paragraph of Section 6.1 as follows:

All ~~job share positions will be reviewed annually~~ employees participating in job share placements will be notified of their assignment by May 15. 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.

D11. Clarification: subject assignments

Amend the first paragraph of Section 6.2 as follows:

Building principals shall retain the right to assign teachers to classes/subjects 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.

A12. Personal leave

Amend the first paragraph of Section 7.1.2 as follows:

Certificated staff may use up to ~~three~~ five (5) days of their twelve (12) 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. ~~Certificated staff may bank up to two (2) personal days for a maximum of five (5) days in any one year.~~

A13. Number of personal leaves per building

Amend the second paragraph of Section 7.1.2 to read as follows:

Not more than ~~two (2)~~ three (3) 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.

A14. Leave of absence

Amend the first and second paragraphs of Section 7.2 as follows:

An employee shall be entitled to ~~apply for request~~ a part- or full-time leave of absence without pay. The request shall be in writing and shall include the reason for the leave and the duration of the proposed leave. The duration of a leave shall not exceed one (1) year. Leaves must be approved by the Board upon recommendation of the superintendent based upon the individual circumstances of the leave and the best interests of the District.

If a request for a leave of absence is denied, the District will provide the employee with a written notice which will include the reasons for the denial.

~~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.

A15. Paternity leave

Add a new Section 7.3.1 as follows:

An employee may use up to five (5) days of accumulated sick leave because of the birth of a child and to care for a newborn child, or because of the placement of the child with the employee for adoption or foster care.

A16. Maternity leave

Add a new subsection into Section 7.3.2 to read as follows:

Beyond the use of sick leave for the period of the employee's disability, up to five (5) days of accumulated sick leave may be used for the birth of a child and to care for a newborn child. The employee may also choose to use personal leave for this purpose.

A17. Health benefits during maternity leave

Replace the ninth paragraph of Section 7.3 as follows:

Health benefit FTE will be reduced after 18 days (or 1/10th of the 180 day contracted school year) based solely on the period of any unpaid leave. Any such reduction will be prorated over the remaining months of the contract year.

A18. Health benefits

Add a new paragraph to Section 7.4 to read as follows:

An employee's seniority and health care benefits shall not be impacted by the employee's use of family and medical leave not to exceed 12 weeks per year.

D12. Clarification: shared leave

Amend the last paragraph of Section 7.7.1 as follows:

No employee may use more than 522 days of donated leave during total district employment.

A20/D13. Credit Reimbursement

Amend the first, third and fourth paragraphs of Section 8.3 as follows:

Staff members will be compensated for up to ~~\$300~~ \$400 per school year for ~~National Board~~ the cost of obtaining the national certifications listed below, 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~~ \$400 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. The national certifications referenced above are National Board for Professional Teaching Standards, National Certified School Psychologist, National Certified School Counselor, Occupational Therapist Registered and the Certificate of Clinical Competencies in Speech-Language Pathology.

Employees may direct the entire ~~\$300~~ \$400 credit reimbursement amount toward health insurance as described in Section 4.2. Declaration of intent to direct the ~~\$300~~ \$400 toward health insurance shall be made in writing no later than ~~September 15~~ October 1 of each year.

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~~ \$400. Each employee shall be entitled to claim up to ~~\$1,700~~ \$1,600 in additional reimbursement for credits, clock hours or ~~National Board~~ the national certifications identified in paragraph A above. Claims for registration costs of the National Board Certifications identified above 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. Amounts claimed for National Board registration/certification by candidates who do not submit for certification must be reimbursed to the pool of available dollars.

D14. Clean-up: curriculum pay

Amend the last paragraph of Section 8.4 as follows:

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~~ 180, divided by 7 hours per day.

A21. Personnel file

Add a new sentence to the fourth paragraph of Section 9.1 as follows:

Anything in these files may be inspected by the employee upon request, except for any privileged communications.

A23. Right to Association rep

Amend the second paragraph of Section 9.2 as follows:

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.

A24/D15. Documentation of complaint

Amend the fourth and seventh paragraphs of Section 9.2 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. The District will provide documentation of the complaint upon employee request.

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.

A25. Grievance

Amend the second paragraph of Section 9.4 as follows:

(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 when~~ the certificated employee learned of the grievable event, whichever is later. ~~(2) First~~ Prior to filing a grievance, 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. Either the employee or the supervisor may provide documentation of the informal meeting. 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.

A26. Reduction in force

Amend the definition of "B" in the first paragraph of Section 10.1.J.4 as follows:

B = 3 points for being a National Board Certified Teacher, National Certified School Psychologist, National Certified School Counselor, Occupational Therapist Registered and holding an ASHA Certificate of Clinical Competence in Speech-Language Pathology.

D16. Classroom teacher evaluation

Enter into the letter of agreement attached at the end of this document.

D17. Clean-up: base salary schedule

Replace Appendix 1A with updated base salary schedule (1.94% increase over 2012-13).

A27/D18. Extracurricular: Science Olympiad

Add a new position to Appendix 1B as follows:

Science Olympiad (MS) \$1,000

D19. Extra Duty: Drama

Add the following stipend to Appendix 1B:

Drama \$4,000

D20. Extra Duty: Yale Lead Teacher

Add the following stipend to Appendix 1C:

YALE Additional Responsibilities \$4,000

D21. Health insurance state mandate

Enter into a memorandum of understanding that reads as follows:

The Woodland School District and Woodland Education Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
 - (a) at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
 - (b) at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2013 state employee benefits year; and
 - (c) health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the 2012-13 school year.
3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be one-half of one percent (0.5%) of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
5. This MOU shall be effective for the duration of the current collective bargaining agreement, provide that letter may be reopened annually at the request of either party or if state law mandates a change in school employee health insurance.

D22. Duration

Amend Section 1.6 as follows:

This Agreement shall be effective September 1, ~~2011~~ 2013, and shall remain in effect through August 31, ~~2013~~ 2016.

Teacher Evaluation Letter of Agreement

The Woodland School District and Woodland Education Association agree to the following evaluation transition plan as required by RCW 28A.405.100(7)(c).

1. For the purposes of this agreement, the terms "classroom teacher" and "comprehensive evaluation" will have the same definitions and meanings as provided in RCW 28A.405.100 and Chapter WAC 392-191.
2. Each year, approximately one-third of the certificated classroom teachers in each building will be transitioned to the new evaluation system and evaluated on a comprehensive evaluation.
 - a. For the 2013-14 school year, the first approximately one-third of staff in each building will be comprised of all provisional and probationary teachers and volunteers.
 - b. For the 2014-15 school year, the next approximately one-third of staff in each building will be determined by new provisional and probationary teachers first, then by volunteers.
 - c. For the 2015-16 school year, the final one-third of staff will transition.
3. All employees who have not transitioned to the new system and employees who are not classroom teachers (i.e., ESAs, Athletic Directors, secondary Librarians and TOSAs) shall be evaluated using the existing contractual evaluation language.
4. The comprehensive evaluation referenced above shall be conducted in accordance with the statutory requirements in RCW 28A.405.100.
 - a. Employees and evaluators shall use the Danielson Framework for Teaching rubric as approved by the Office of the Superintendent of Public Instruction.
 - b. An accurate evaluation requires that corroborated and authentic evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be notified (in writing or electronically) when an evaluator obtains evidence of which the teacher would otherwise not be aware, including evidence gathered during informal, unscheduled observations, and either party may request a conference to discuss the evidence and opportunities for growth.
 - c. Near the beginning of the comprehensive evaluation cycle, the teacher and evaluator shall discuss professional goals, student growth measures and student growth goals to be used for the year. The teacher shall identify and document a

student growth goal for the student growth components in the evaluation rubric. Student growth data will be taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

- d. Each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, both parties shall have an opportunity to (a) submit additional evidence before the comprehensive summative performance evaluation rating and evaluation report is finalized; and (b) have additional review of the evidence and feedback provided by third-party framework specialists identified by the District and Association. The final decision is the responsibility of the evaluator.
 - e. The final report shall include a score for each criterion (not components) and an overall summative performance rating. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel file. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.
- 5. The parties agree that teachers on special assignment (TOSAs) shall not be asked or expected to evaluate other classroom teachers nor provide evidence regarding teacher performance. TOSAs may, as appropriate to their coaching role, provide suggestions and feedback to employees regarding professional practice and the evidence of that practice as it relates to the evaluative rubric.
 - 6. Association and District leaders shall meet monthly throughout the 2013-14 school year in order to anticipate potential challenges to a successful implementation of the new evaluation system and jointly problem-solve those challenges that occur. The parties may by mutual agreement amend this agreement and/or add new provisions as the need for such becomes apparent to the parties at any point during the 2013-14 school year or, after reflection upon employee and evaluator experience during first year, prior to the 2014-15 school year.
 - 7. This agreement will be in effect through the 2016-17 school year, unless amended by mutual agreement.

Superintendent

WEA President

Date

Date