

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WOODLAND EDUCATION ASSOCIATION
AND
THE WOODLAND SCHOOL DISTRICT
REGARDING EXTENDING THE
2016-2020 COLLECTIVE BARGAINING AGREEMENT**

This memorandum of understanding is executed between the Woodland Education Association (Association) and the Woodland School District (District) regarding the extension of the 2016-2020 collective bargaining agreement.

The Association and District agree as follows:

1. The 2016-2020 collective bargaining agreement between the parties shall be extended to August 31, 2021, except as provided herein.
2. The salary schedule adopted by the parties in August 2018 and increased September 2019 shall be increased by four tenths percent (0.4%) to replace the previous annual \$50,000 contribution to the benefits pool, see ¶ 8, and the state inflationary adjustment (implicit price deflator, IPD) for the 2020-21 work year, which, as determined in the state supplemental budget, is a one and six-tenths percent (1.6%) increase, for a total increase of two percent (2%). The updated Appendix 1A is attached as an exhibit hereto.
3. Effective September 1, 2020 the District will begin to withhold and remit the employee and employer shares of the paid family medical leave benefit contribution to the state.
4. The following letters or memoranda of agreement executed between the parties during the term of the collective bargaining agreement shall be extended to August 31, 2021 and are attached as exhibits hereto:
 - a. October 2016: Increasing the extra-curricular and co-curricular allocations to Woodland High School and Woodland Middle School and otherwise addressing relevant stipends.
 - b. November 2016: Addressing the limited recognition of substitutes.
 - c. February 2017: Addressing electronic individual contracts.
 - d. May 2017: Establishing an evaluation long form for teachers on special assignment and educational staff associates.
 - e. August 2017: Updating language around focused evaluations.
 - f. October 2017: Aligning the definition of unsatisfactory in evaluations with state law.
 - g. April 2018: Clarifying approval and limits on expense claims.
 - h. August 2018: Addressing changes in state funding and work year expectations for certificated staff.
 - i. September 2018: Increasing the supervision rate for sports and dances.
 - j. August 2019: Clarifying middle school class size limits, including correcting the MOU to reflect class size maximums at K-1 of 22 and 2-3 of 24, consistent with the collective bargaining agreement.
 - k. November 2019: Clarifying the scheduling of post-observation conferences.
5. Article 2 § 2.6 of the collective bargaining agreement shall be amended to read as follows:
 - 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 ~~may 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.~~

6. Consistent with ¶ 4 (h) above, Article 3 § 3.2 of the collective bargaining agreement shall be amended to read as follows:

3.2 Annual Length of the Employee's Annual Contract

The length of the regular employee annual contract shall be at least one hundred eighty (180) days. For 2020-21 the regular employee annual contract shall be one hundred eighty-three (183) days, which includes three (3) state-funded professional learning days (PLDs). PLDs shall be included in the annual contract only when funded by the state.

The PLDs and six (6) additional supplemental days that are shall be district funded are for all employees and shall be planned and directed by district administrators for activities that support school and district improvement plans. These days shall be mandatory. When attendance is not possible and excused by the employee's supervisor, leave must be taken for missed PLDs and there will be no supplemental pay for missed supplemental days. Such days shall be scheduled on non-school days. One half-day may 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 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.).

~~For the 2016-17 contract year, employees shall have sixteen (16) additional optional days for activities that support student learning as planned and determined by the individual employee. The number of additional option days shall increase to eighteen (18) in 2017-18, and twenty (20) in 2018-19 and 2019-20.~~

In recognition of the additional time required of special education teachers and speech-language pathologists who collaborate with general education teachers regarding students in their classrooms, special education and speech language-pathologists shall receive two (2) additional days to those listed above to assure students on IEPs are correctly scheduled and that classroom teachers are prepared and informed on the needs of special education students in their classrooms at the beginning of and throughout the year. 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.

~~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).

~~Employees with a partial FTE position shall be entitled to a pro-rated portion of the days identified in this section. 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.

7. Consistent with an informal agreement between the Association and the District in February 2020, Article 3 § 3.6 of the collective bargaining agreement shall be amended to read as follows:

On submission to the District of a signed letter of resignation by March 1 and effective at the end of the contract year, ~~retiring~~ employees shall be given a one-time stipend of \$300 paid following successful completion of their teaching assignment, clearing of their work station and sign-off by their principal or supervisor.

8. Article 4 of the collective bargaining agreement shall be amended to read as follows:

4.1 Liability Insurance

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

4.2 Health Care Benefits

~~The District shall provide each eligible employee, in proportion to the employee's FTE, the monthly state insurance benefit amount identified in the state appropriations act, paid to the School Employees Benefits Board (SEBB) 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. Each employee shall pay at least 0.5% of the cost of the employee's selected health plan premium. If said monies (the District's contribution and the employee's minimum 0.5% payment) 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 \$50,000 per year. The District will provide to the Association a status report of the funds in the health care pool on November 1 " and June 1 " of each 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 October 1st 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 will also make available to all employees an online summary of benefits to each employee each fall.

Each employee will receive a two hundred dollar (\$200) payment on the July 2020 payroll to exhaust the remaining benefit pool funds from September to December 2019.

9. Article 7 § 7.8 of the collective bargaining agreement shall be amended as follows:

7.8 Leave Sharing

7.8.1 Eligibility to Receive Shared Leave

An employee may be eligible to receive shared leave under the ~~following~~ conditions established in Chapter 392-136A WAC, as confirmed by the Personnel Office:

- A. ~~The employee suffers from, or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who has been called to service in the uniformed services, 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. When relevant, ~~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 authorized purpose ~~severe or extraordinary nature~~ and expected duration of the need for shared leave ~~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 522 days of donated leave during total district employment, unless approved by the Superintendent.

7.8.2 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) days. 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.

7.8.3 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.

7.8.4 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.

10. Article 8 § 8.4 of the collective bargaining agreement shall be amended to read as follows:

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, which is the employee's per diem rate. ~~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 zero (0) twelfth (12th) year step on the BA+45 column, divided by 180, divided by 7 hours per day.~~

11. Consistent with ¶ 4 (e) above, Article 11 § 11.2 (C) of the collective bargaining agreement is amended as follows:

Non-provisional classroom teachers with ~~After an employee has four (4) years of satisfactory evaluations under section 11.5 3 of this article, a focused form of evaluation may be used~~ may by mutual agreement between the evaluator and the employee use the focused form of evaluation. A comprehensive evaluation must be conducted at least every six (6) years.

12. Consistent with ¶ 4 (h) above, Article 12 § 12.1 of the collective bargaining agreement shall be amended to read as follows:

All employees will be paid salaries based on Appendix 1A, Base Salary Schedule for Certificated Instructional Staff ~~the state Salary Allocation Model (SAM)~~ with placement on this schedule determined by state regulations for degrees, credits and years of experience. The version of this schedule which is current on the first day this contract is in effect is printed as Appendix 1A. ~~In accordance with state salary compliance laws (RCW 28A.400.200), employee salaries will be adjusted by any changes in this schedule.~~

13. Consistent ¶ 4 (a) above and with an informal agreement between the District and Association in June 2019, Appendix 1B of the collective bargaining agreement shall be amended to read as follows:

<u>POSITION</u>	<u>SALARY</u>
Secondary Choir	\$2,500
Secondary Band	\$5,000
Yale School (including responsibilities for not having an on-site administrator)*	\$4,000
Woodland <u>Columbia Elementary School K-4</u> Pool to be used to support K-4 Extracurricular Activities* ...	\$3,750 <u>3,000</u>
Woodland <u>North Fork Elementary School 2-4</u> Pool to be used to support 2-4 Extracurricular Activities*	\$3,750 <u>4,500</u>
Woodland Middle School Pool to be used to support 5-8 Extracurricular Activities	\$15,500 <u>14,500</u>
Woodland High School Pool to be used to support 9-12 Extracurricular Activities	\$19,500 <u>18,500</u>

*Use of pool dollars to support building extracurricular programs, clubs, and activities are to be determined by each Building Leadership Team. Excess funds that go unused at the end of each academic school year will be allocated to the building budget for the next year to be earmarked for the Building Leadership Team to expend on behalf of students.

14. The term of this MOU shall be September 1, 2020 to August 31, 2021.

For the District:

For the Association:

Date: _____

Date: _____