

District Editorial Correction Proposals

May 19, 2024, #3 amended May 24, 2024

1. Amend § 1.1, page 1, as follows:

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

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

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

2. Amend § 1.5, page 2, as follows:

After ratification and examination by both parties, the collective bargaining agreement shall be posted on the District website. The ~~the~~ Association and District shall be separately responsible for printing a sufficient number of copies, if any, for their own purposes.

3. Amend §§ 2.1 and 2.2, page 2, as follows:

2.1 Meetings

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

The Association shall be able to post notices of meetings and information of concern to members on bulletin boards in the faculty rooms of each building. The Association shall also be able to use district e-mail for notices of meetings, ~~and information of~~

~~concern to members. Exceptions to e-mail use would be anything which supports or opposes a ballot measure or candidate for public office.~~

2.2 Intra-District Mail

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

4. Amend § 2.4, page 3, as follows:

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

5. Amend § 2.5, page 3, as follows:

The President ~~president~~ and/or representatives of the Association may use up to a total of fifteen (15) contract days each year for negotiations, WEA business, or WEA conferences. The Association will reimburse the District ~~district~~ for any necessary substitute ~~sub~~ pay.

6. Amend § 2.7, page 3, as follows:

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

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

7. Amend § 2.8 (A), page 4, as follows:

Employees who are threatened, injured, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment shall notify as soon as possible their ~~his/her~~ building

administrator, ~~or if they are he/she~~ is not available, a District administrator. Steps shall be taken in cooperation with the employee and law enforcement officials to provide reasonable protection.

8. Amend § 2.8 (B), page 4, as follows:

In the maintenance of the safe and sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws. The Board, Superintendent and building principals shall support and uphold certificated employees in their legitimate efforts to maintain a safe learning environment in the District and shall give timely response to all employees' requests regarding behavior problems. The authority of employees to use prudent measures for the safety and well-being of students and employees is supported by the Board. In the exercise of their responsibility and authority to control and maintain order and discipline, employees must use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

An employee is allowed by laws to use such force only as is necessary to protect ~~themselves him or herself~~ or another person from injury. The principals of each building shall annually distribute and explain the discipline procedures of their schools and the policy of the District relating to discipline. Such explanation shall clearly state employee responsibilities including required documentation, chain-of-command to be used, required timelines and a definition of each degree of discipline, including corporal punishment and the conditions and circumstances under which such discipline is to be administered.

It is also agreed that, as the need arises within the District or school, discussions with the employees be arranged reviewing student/employees rights and responsibilities and any recent changes in District policy, state or federal law or court ruling relating to the above. In the event any employee has any question or concerns regarding this section, ~~they he/she~~ shall immediately contact ~~their his/her~~ supervisor.

9. Amend § 3.1, page 5, as follows:

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

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

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

10. Amend § 3.5, page 7, as follows:

The calendar for each school year shall be determined by a committee comprised of five (5) WEA members (two (2) elementary and two (2) secondary, and one from Yale or ALE school(s)), two (2) SEIU members, two (2) secretaries, one (1) parent from each building in the District district (not to exceed four (4)), one (1) board member, two (2) administrators and chaired by the Superintendent superintendent or designee, who is not included in the vote. Each voting member can only vote as one (1) representative. The calendar committee will set a school calendar for at least one (1) 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.

11. Amend § 3.6, page 7, 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, employees shall be given a one-time stipend of three hundred dollars (\$300) paid following successful completion of their work assignment, clearing of their work station and sign-off by their principal or supervisor.

12. Amend § 4.1, page 7, as follows:

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

13. Amend § 4.2, page 7, as follows:

The District shall provide each eligible employee-the monthly state insurance benefit amount identified in the state appropriations act, paid to the School Employees Benefits Board (SEBB).

In addition, an employee may choose to direct their his or her entire current school year individual credit reimbursement amount in Section 8.3 toward their his or her out-of-pocket insurance costs by notifying the District of such choice by October 1st of each school year.

~~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.~~

14. Amend § 5.1.1, page 8, as follows:

The work day for a certificated employee shall be seven and five tenth (7.5) hours per day, including a thirty (30)-minute duty-free lunch. 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, employees may leave when their students are released. When school start-time is postponed due to inclement weather or other unforeseen circumstances employees are expected to make every attempt to arrive at least thirty (30) minutes prior to the student start time.

15. Amend § 5.2, page 9, 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 ~~their~~ ~~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 seventy-five (75) minutes of Monday professional development time, prior to student arrival). A preparation period for 1.0 FTE secondary personnel (which, for the purpose of this Agreement ~~agreement~~ means faculty working at the middle school and high school level, grades 5-12 shall be equivalent in time to one (1) 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 (which, for the purpose of this Agreement ~~agreement~~ means faculty working at Columbia Elementary School, North Fork Elementary School, and Yale School) will have preparation time equal to the daily time their students spend in classes with general education instructional specialists, (two hundred twenty-five (225) minutes in a normal five (5)-day week with full instructional days of equal length).

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

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

16. Amend § 5.3, page 9, as follows:

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

17. Amend § 5.4, page 9, as follows:

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

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

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

18. Amend § 5.5, page 10, 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, or significantly challenging workload due to impactful students), all parties concerned (including teachers, principals, an Association ~~association~~ representative and other administrators) will assist in determining an acceptable means of resolving the matter.

The District will strive to staff counselors/social workers at the following ratios:

Grades 9-12: 1 FTE per 250 FTE students

Grades 5-8: 1 FTE per 500 FTE students

Grades P-4: 1 FTE per 800 FTE students

The following K-4 average class sizes and 5-12 daily student loads/class sizes shall apply as of the October 1st official count date. In the event the maximums are

exceeded after October 1st, the District's first responsibility is to reduce class size without increasing costs. Diverse Support Program (at the K-4 levels) students will not be counted in the numbers above if they attend less than half of the instructional student day.

The District, in collaboration with the Association, will determine which of the following Acceptable Means they have committed to for classes surpassing maximum numbers.

	Desired	Maximum
K-1	19	22 students per class
2-3	22	24 students per class
4	24	26 students per class
5-8	27/160	28/162 students in specific periods/all classes combined per day
9-12	28/150	32/150 students in specific periods/all classes combined per day
Resource Room 17		22 students/per session

Alternative Program Caseload

LRA	1 Certificated FTE per 30 students
TEAM	1 Certificated FTE per 60 students

Special Education Case Load

Life Skills/Diverse Support	12	
Resource Room		32
SLP	49**	

** does not include consults.

P.E. and Music K-4	30*
P.E. and Music 5-12	45*

*unless waived by the teacher.

Acceptable means of addressing overloads might include:

- A. transfer students to different classes to equalize loads;
- B. transfer employees (see Section 6.2 and 6.3 on voluntary and involuntary transfers);
- C. start new classes potentially including split grade level classes;
- D. assign paraprofessional time for the involved teacher; (one hour of paraprofessional time for each student over the maximum at K-4 levels); for

specialists, a paraprofessional will be assigned to assist once the class maximum has been reached, unless waived by the teacher;

- E. a stipend of fifteen dollars (\$15.00) per K-4 or LRA student over the maximum per day; or three dollars and seventy-five cents (\$3.75) per 5-12 student over the maximum per day; a stipend of fifteen dollars (\$15.00) per Life Skills/Diverse Support Program students per day; a stipend of five dollars (\$5.00) per Resource Room student per day; a stipend of two dollars and fifty cents (\$2.50) per SLP student per day; a stipend of fifteen dollars (\$15.00) per student/week per certificated teacher at TEAM;
- F. building budgets will be adjusted semi-annually for enrollment growth or decrease.

Employees will receive notice prior to the enrollment of a student being placed in a class. Employees will be notified of a student who withdraws.

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

Teachers of grades 5-8 whose class load is between 29-30 in one period will be allowed one (1) extra planning period per quarter, scheduled with the principal. These planning periods will occur during the Monday morning collaboration time and teachers of grades 5-8 whose class load is between 29-30 in two or more periods will be allowed one additional extra planning period per quarter (for a total of two (2)) scheduled with the principal. These planning periods will occur during the Monday morning collaboration time.

19. Amend § 5.6, page 12, as follows:

Elementary classroom teachers (K-4) will not be assigned playground or recess duty on any permanent, regular basis. In addition to the duty-free lunch recess, the District ~~district~~ will provide one (1) fifteen (15)-minute supervised recess daily for each regular elementary classroom teacher.

20. Amend § 6.3, page 14, as follows:

An involuntary transfer is defined as the unilateral transfer of an employee from one building site to another. Involuntary transfers shall be made following meetings with the employee, an Association representative (if requested by the employee), the principal, and the Superintendent ~~superintendent~~. Possible reasons for involuntary

transfers may include the following: a change in the number of students which requires a change in the number of employees per grade level or subject, elimination of program(s), a change in the number of students needing special services which requires a change in worksite, or a more appropriate work assignment. If the transfer is for reasons other than class size or program changes, the need for the transfer will have been documented and have been discussed previously with the employee.

If a transfer becomes necessary, whenever possible the District ~~district~~ shall actively seek volunteers prior to making any involuntary transfer. If an involuntary transfer is still necessary, the teacher with the least District seniority shall be transferred from the pool of equally qualified candidates. If there is a tie in District seniority, building seniority shall be used as a tie-breaker. For “seniority,” years shall be measured using the rules applicable to the salary schedule. Prior to any involuntary transfer, the District shall meet with Association representatives to review the relevant circumstances and those employees who have been identified as equally-qualified candidates, and to explore any alternatives proposed by the Association. The District shall provide a building seniority list at this meeting.

Teachers who are transferred during the school year shall be allowed paid time for one (1) day preparation prior to the effective date of the transfer. The District shall provide assistance in the moving of the teacher’s materials whenever a teacher is transferred. The building site receiving the transferred teacher shall provide the teacher with a mentor to support the transition.

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

21. Amend § 6.4, page 14, as follows:

Teachers and ESAs who are assigned to travel between buildings during the course of a school day will be compensated for fifteen (15) minutes of time (at per diem rate) per school day, to be paid monthly from the certificated additional time form.

Teachers and ESAs who travel between buildings in accordance with the assigned duties may also claim mileage if using their personal vehicle.

22. Amend § 7.1.1, page 15, 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 thirty-five (35) hours. All of the unused days actually earned shall be added at the end of each year to the employee’s sick leave reserve.

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

A deduction at the rate of 1/180 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 their ~~his~~ credit.

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

Leave under this section shall be taken in half- or whole-day increments when a substitute teacher is required. Leave may be taken in hourly increments when a substitute is not required, when leave occurs during a preparation period or is voluntarily covered by another employee or administrator, if approved by an administrator. Special arrangements need to be made for reporting leave hourly.

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

23. Amend § 7.1.2, page 15, as follows:

Certificated staff may use up to 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.

Employees with five (5) years' experience and at least two (2) years with the district may, no more often than once every four (4) years, use up to seventy (70) hours of sick leave for a ten (10) day absence. Such an absence requires two (2) months' notice that includes, an opportunity for the District Office to designate sufficient accrued sick leave for personal leave, the employee's general plan for using the days, and for administrative approval. The employee must have accrued at least four hundred twenty (420) hours of sick leave.

~~Employees with five (5) years' experience and at least two (2) years with the district may, no more often than once every four (4) years, use up to seventy (70) hours of sick leave for a ten (10) day absence. Such an absence requires two (2) months'~~

~~notice that includes, an opportunity for the District Office to designate sufficient accrued sick leave for personal leave, the employee's general plan for using the days, and for administrative approval. The employee must have accrued at least four hundred twenty (420) hours of sick leave.~~

Not more than 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.

24. Amend § 7.1.4, page 16, as follows:

Leaves up to five (5) days for each occurrence shall be extended to an employee for the death of a member of their ~~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 member living in the same household.) An employee may request an additional two (2) days, which may be granted by the Superintendent ~~superintendent~~ or designee for travel or for other extenuating circumstances. "Immediate family" may include bereavement for any other individual approved by the employee's supervisor upon request from the employee showing unique circumstances. This leave is in addition to personal sick leave. This leave may be extended without pay if necessary.

25. Amend § 7.2, page 16, as follows:

An employee shall be entitled to 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 ~~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 employee on leave must notify the District ~~employer~~ of their ~~his/her~~ intention to return by April 1st.

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

The employee on leave will have the following benefits frozen: accumulated sick leave and retirement.

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

Upon reinstatement, the employee is not guaranteed their ~~his or her~~ previous position. The employee shall have the same right to apply for a position for which they are ~~he/she is~~ qualified, in lieu of the previous teaching position held.

26. Amend § 7.3 (A)(a), page 17, as follows:

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

27. Amend § 7.3 (B)(e), page 17, as follows:

When an employee is seeking a leave of absence without pay for the purpose of maternity, she shall notify the District ~~district~~ as to the following dates as soon as possible:

28. Amend § 7.5, page 18, as follows:

An employee is anyone who was employed by the District ~~an employer~~ on a continuous basis for the previous fifty-two (52) weeks for at least one thousand two hundred fifty (1,250) hours of service during those fifty-two (52) weeks, excluding authorized leave or periods of time in which the employee does not report to work but has a continuing employment relationship and does not collect unemployment.

The District will require confirmation by a health care provider of the employee's need for family leave.

Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the District for all premiums paid during the leave.

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

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

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

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

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 twelve (12) weeks per year.

Employees may also be eligible for state paid family medical leave, see section 4.3.

29. Amend § 7.5.2, page 19, as follows:

Family leave may be taken: to care for a child or a spouse or parent who has a serious health condition, because of the employee's own serious health condition, qualifying exigencies from the foreign deployment of the employee's spouse, child or parent, or to care for a service member with a serious injury or illness if the service member is the employee's spouse, child, parent or next of kin. This leave will run concurrently with paid sick leave, if the leave qualifies for sick leave, for as long as the employee has a sick leave balance, after which leave becomes unpaid until the employee has used twelve (12) weeks of family leave.

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

30. Amend § 7.8.1, page 19, as follows:

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

A. The employee's job is one which sick leave can be used or accrued;

B. The employee's absence and the use of shared leave are justified;

C. The employee has abided by District regulations regarding sick leave use; and

D. 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 their ~~his/her~~ legal representative to submit, prior to approval or disapproval, documentation verifying the authorized purpose and expected duration of the need for shared leave.

No employee may use more than five hundred twenty-two (522) days of donated leave during total district employment, unless approved by the Superintendent.

31. Amend § 8.1.1, page 21, as follows:

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

32. Amend § 8.3 (A), page 21, as follows:

Staff members will be compensated for up to five hundred dollars (\$500) per school year for the cost of National certifications listed below, college credits and/or clock hours, conference registrations, professional memberships, and certification tests. Unused compensation will not carry over to subsequent school years. Compensation will be for the total cost of the credit/certification/conference/professional membership/certification test up to five hundred dollars (\$500) per year. Compensation will be made upon submission of proof of payment for the course, registration, membership, certificate test 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 1st. 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.

For credits, conference registrations, professional memberships, and certification tests to be eligible for compensation, the class, conference, membership, or exam 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, conference, membership, or exam that the employee and principal discern would enhance their ~~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.

33. Amend § 8.3 (B), page 22, as follows:

Employees may direct the entire five hundred dollars (\$500) credit reimbursement amount toward health insurance as described in Section 4.2. Declaration of intent to direct the five hundred dollars (\$500) toward health insurance shall be made in writing no later than October 1st of each year.

34. Amend § 8.3 (C), page 22, as follows:

Between April 1st and May 31st, any funds under this section which are not committed by April 1 each year (either submitted for reimbursement or notice provided to the District ~~district~~ office of an intent to do so) shall be available to employees who have already exhausted their five hundred dollars (\$500). Each employee shall be entitled to claim up to two thousand dollars (\$2,000) in additional reimbursement for credits, clock hours, conferences, membership fees to professional organizations, or certification exams, or the national certifications identified in paragraph A above. Claims for registration costs of National Board Certifications identified above shall have priority over other class, conference, membership fees, or certification tests, 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 by the employee.

35. Amend § 8.3 (D), page 22, as follows:

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 will not exceed two thousand five hundred dollars (\$2500) in the same year.;

36. Amend § 9.1, page 23, 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 employment references leaving the District.

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

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

A separate file for processed grievances or investigations shall be kept apart from the employee's permanent personnel file. Anything in these files may be inspected by the employee upon request, except for any privileged communications.

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

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

Derogatory statements 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 them ~~him/her~~, and considered valid by the administrator. Both the administrator and the employee must sign the document to indicate this viewing and discussion has taken place.

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

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

37. Amend § 9.4 (B), page 25, as follows:

GRIEVANCE PROCEDURES – The certificated employee shall file the grievance within ten (10) working days from the grievable event or when the certificated employee learned of the event, whichever is later. Prior to filing a grievance, a meeting shall be held between the principal or other appropriate supervisor and the certificated employee, who will be accompanied by an Association representative.

Either the employee or the supervisor may provide documentation of the meeting. If the grievance is not resolved at this meeting, formal grievance procedures may be instituted, within ten (10) days of the grievable event or when the certificated employee learns of the event, whichever is later. However, disagreements not settled at this level do not automatically lead to formal grievances. If any individual certificated employee has a personal complaint which they desire ~~he/she desires~~ to discuss with the supervisor, they are ~~he/she is~~ free to do so without recourse to the grievance procedure. Electronic communication is not an acceptable means to initiate a grievant's ~~grievant's~~ timeline.

38. Amend §10.1 (H), page 28, as follows:

The District ~~school district~~ shall determine the total number of certificated staff leaving the District ~~district~~ for reasons of retirement, family transfer, normal resignations, discharge or nonrenewal, voluntary layoff, etc., and these vacancies shall be filled from the existing staff insofar as possible.

39. Amend § 10.1 (J)(d), page 29, as follows:

Q Value: In the event that there are more qualified employees than available positions in a given category or specialty, the employee with the highest value for "Q" will be retained.

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

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

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

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

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

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

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

