

TENTATIVE AGREEMENT
Between
WEA and WJUSD for the
2018-2019 and 2019-2020 School Years

August 19, 2019

This Tentative Agreement is entered into by and between the Woodland Joint Unified School District (“District”) and Woodland Education Association (“WEA”). District and WEA may be referred to herein as “Party” or collectively as “Parties.”

Any issue, subject, or matter discussed by the District and WEA during negotiations over the 2018-2019 and 2019-2020 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Salaries

2018-2019

For the 2018-2019 school year, effective July 1, 2018 (retro payments apply only to base salary amounts and for current employees employed as of June 1, 2019), the salary schedule will first be increased across the board by 1%; and the following steps in Column V will be further adjusted in the following order:

Column V step 21 will be increased by a flat amount of \$500 above Column V, step 20; and

Column V step 22 will be increased by a flat amount of \$500 above Column V, step 21; and

Column V step 23 will be increased by a flat amount of \$500 above Column V, step 22; and

Column V step 24 will be increased by a flat amount of \$500 above Column V, step 23; and

Column V step 25 will be increased by a flat amount \$1,500.

2019-2020

For the 2019-2020 school year, effective July 1, 2019, each cell on the salary schedule will be increased by a flat amount of \$1,000.

The increases outlined above for 2018-2019 and 2019-2020 school year will be applied to base salary amounts of step and range placement, as reflected on the salary schedule, earned by each unit member and **excludes** stipends listed on the Athletic Extra Duty Pay Schedule (Appendix B) and the Other Extra

Duty Pay Schedule (Appendix C) and any other instructional and non-instructional hourly pay outlined in the collective bargaining agreement.

2. Article 10 – Unit Member Benefits and Reimbursement

Bold = New Language

~~Strike Out~~ = Change to Current Language

Article 10 (G): The parties agree that the maximum contribution by the District toward maintaining the current level of benefits for each unit member shall be ~~\$540~~ **\$620** per month for each unit member until a mutually agreed upon change.

3. Additional Agreements

The parties previously agreed to changes in the following articles as part of the 2018-2019 and 2019-2020 negotiations. These agreements will be incorporated into the successor agreement and are attached to this proposal.

Article	Title
8	Grievance Procedures
18	Evaluation

4. Article 1: Agreement

Bold = New Language

~~Strike Out~~ = Change to Current Language

Article 1(C): The Agreement shall remain in full force and effect from the time of its ratification by both parties to June 30, ~~2019~~ **2020**, or until a new agreement has been reached by both parties.


Dated: August 19, 2019

WOODLAND EDUCATION ASSOCIATION



Adelina Perez
WEA Lead Negotiator

WOODLAND JOINT UNIFIED SCHOOL DISTRICT



Tom Pritchard
WJUSD Lead Negotiator

TENTATIVE AGREEMENT

November 28, 2018

Article 8: Grievance Procedure

A. Definition

1. A "grievant" shall mean a unit member, group of unit members, or the Association filing a grievance in its own interest.
2. A "grievance" shall mean that a claim exists that there has been a violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the "grievant".
3. "Employer" shall mean the Board of Trustees.
4. "Days" shall mean working days as defined in Article III. Any time limit affected by the seasonal or intersession recess periods shall be extended by five (5) days. Time limits herein may be lengthened or shortened in a particular case only by mutual agreement in writing signed by each party.

B. Purpose

The purpose of this procedure is to attempt to secure at the lowest administrative level, 24 beginning with the immediate supervisor, equitable solutions to grievances. All parties agree that these proceedings will be kept informal and confidential to the extent possible.

C. Guidelines

1. A unit member may file a grievance as defined in A.2 above within fifteen (15) days of the occurrence, or within fifteen (15) days of when the unit member could have reasonably known of the occurrence of the act or omission giving rise to the grievance.
2. All unit members have the right of Association representation at each step of the grievance procedure. Any individual unit member or group of unit members shall have the right at any time to present grievances to their immediate supervisor and to have such grievances settled without the intervention of the Association as long as the settlement is not inconsistent with the terms of this Agreement. The proposed resolution of a formal grievance shall not be implemented until the Association has received a copy of the grievance and the proposed resolution thereof, and has been given the opportunity to file a response.

3. Every unit member has the right to present grievances under this article with or without a representative present. The grievant must be present at each level unless his/her presence is excused by mutual agreement.
4. No reprisals of any kind will be taken by the Association or District against any grievant, any member of the Association, or any other participant in the grievance procedure by reason of such participation. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. The filing of a grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to the final resolution of the grievance. In the event the alleged grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive pending the final resolution of the grievance, except where unusual or abnormal safety hazards have been determined to exist.
6. The failure of the grievant to act within the prescribed time limits stated in this article shall act as a bar to any further appeal. The failure of the District to give a decision within the time limits shall permit the grievant to proceed to the next step.
7. Investigations, conferences, and the normal processing of a grievance shall be conducted so as to result in as little interference as possible with, or interruption of, the instructional program. The grievant and immediate supervisor shall have the right to include such witnesses as are deemed necessary to provide facts upon request. The aggrieved unit member, designated witnesses, and/or any Association representative shall receive release time without loss of compensation upon twenty-four (24) hours prior request to the chief Human Resource Officer for purposes of appearing in grievance meetings as defined in each step of these procedures.
8. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding. Once a grievance has been resolved or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence, which could have been included in the first grievance.
9. If the grievance involves a member of the District's administration above the principal or immediate supervisor level, the grievant shall submit such grievances to the chief Human Resource Officer.

D. Procedures

1. Informal Level

An aggrieved unit member will first discuss the potential grievance with the immediate supervisor prior to the filing of the formal grievance. The purpose of such meeting shall be to resolve the matter informally. If the issue is not resolved at the conclusion of the meeting, the grievant and the immediate supervisor must sign the "informal meeting" section of the grievance form.

2. Formal Level

The District's grievance forms shall conform to the requirements of this procedure's provisions, and shall be used at Step 1 by the grievant and any District representative.

Step 1 – Administration

- a. If the aggrieved unit member is not satisfied with the grievance resolution at the informal level, a formal grievance may be initiated. Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the unit member could have reasonably known of the occurrence of the act or omission giving rise to the grievance, the grievant may file the same grievance in writing to the chief Human Resource Officer. The District form for Step 1 shall be completed.
- b. Within ten (10) days after receipt of the written grievance by the chief Human Resource Officer, the officer shall meet with the grievant. If the grievant so requests, a representative of the Association may be present.
- c. The chief Human Resource Officer shall respond in writing announcing his/her decision within ten (10) days after such meeting.

Step 2 – Mediation

- a. If the grievance is not settled in Step 1, and the grievant elects to pursue the grievance, the Association shall submit the grievance to mediation.
- b. The Association shall notify the chief Human Resource Officer within ten (10) days after receipt of the written decision at Step 1, or within ten (10) days after the time for providing that decision has passed.
- c. The purpose of the mediation is to attempt to resolve the grievance in its entirety. If the mediation does not successfully resolve the grievance within thirty (30) days, the mediation step shall be deemed completed.
- d. The parties shall request a mediator from the State Conciliation and Mediation Service. It is anticipated that the mediation services will be without charge to the parties. However, if there are costs, they shall be shared equally by the Association and the District.

Step 3 – Arbitration

- a. If the grievance is not resolved at mediation, and the Association wishes to proceed to arbitration, it shall notify the District within ten (10) days of the completion of mediation that it wants to proceed to arbitration.
- b. Upon notification of the Association's intent to proceed to arbitration, the District shall request a panel of five arbitrators from the State Mediation and Conciliation Service (SMCS). The parties will alternatively strike names from the SMCS panel until one name remains and that individual shall be the arbitrator for the matter.
~~The Association shall file a Demand to Arbitrate with the American Arbitration Association with a copy filed simultaneously with the chief Human Resource Officer. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association.~~
- c. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which would violate the terms of this Agreement. However, it is agreed that the arbitrator may award such financial reimbursement or other remedies as he/she judges to be proper. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before the merits of the case are ~~have been~~ heard.
- d. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding on the parties.
- e. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s), and witnesses who are unit members of the District, will be borne by the party incurring them.
- f. ~~Step 3 does not preclude the grievant from pursuing available legal processes to review the merits of the grievance after the exhaustion of the grievance procedure herein.~~

Article 18: Evaluation

A. General Provisions

This provision establishes a procedure for the systematic appraisal of employees' work performance. The purpose of this article is to improve the instructional process and to develop the highest professional competence of each employee. This article will be used in conjunction with the Peer Assistance and Review Program Article XIX of this contract. All formal evaluations shall be based on the California Standards for the Teaching Profession (CSTP)/District standards for other positions. The District shall provide a copy of the Performance Evaluation Manual (PEM) to each Unit Member.

If a Unit Member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the second semester of the first year of return to duty.

As part of professional development ~~each~~ Unit Members scheduled for evaluation will develop goals and objectives ~~on a yearly basis~~, submitting them to the Evaluator prior to the end of the 40th day of instruction. The Unit Member and Evaluator shall meet to discuss progress made towards meeting the goals and objectives prior to the end of the school year.

The evaluation of the Unit Member shall be the responsibility of the supervising site/program administrator or designee. In the event there is a change in the administrative position during the course of the school year, the new administrator shall complete the evaluation process, in accordance with established timelines.

Unit members assigned to the Department of Pupil Personnel Services (PPS) shall have one evaluator.

During the Goal Setting Conference, newly hired non PPS unit members (effective 20092010), and permanent non PPS unit members (effective 2010-2011) working at more than one location, may choose to either

- (a) be formally evaluated by a supervisor at each location; or
- (b) have one of their supervisors assigned by the chief Human Resources officer as the main evaluator. The main evaluator shall use documentation from observations and conferences of the other site supervisors in completing the Summary Evaluation Report. Copies of this documentation shall be provided to the unit members.

B. Evaluation Criteria

1. The goals and objectives for evaluation and implementation of this article shall be based on the California Standards for the Teaching Profession (CSTP)/District standards for other positions and the State's Content and Performance Standards.

2. The parties agree to use mutually developed and approved evaluation instruments for counselors, psychologists, nurses, speech therapists and program specialists.

C. Evaluation Cycles

1. For purposes of this section, a year of employment shall count if the Unit Member was employed for at least 50% of the days required in the Unit Member work year. Fractions of a work year of less than 50% may be added together to achieve a full work year. The ten (10) years of employment need not be continuous.

Evaluation Criteria shall be conducted according to the following schedule:

- a) Probationary and temporary Unit Members shall be evaluated each school year.
 - b) Permanent Unit Members shall be evaluated every other year unless:
 - 1) Unit Member receives an unsatisfactory Summary Evaluation Report (section D.5.c); or
 - 2) Unit Member has qualified for and is participating in a five-year cycle (section C.2. and C.3);
2. Unit Members with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801(ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every five years if the Unit Member and evaluator consent to this schedule.
 3. Unit Members who are not eligible to be highly qualified under NCLB, but who meet all other provisions contained in C.2. above, shall be eligible for the evaluation provisions in this section if they meet the following criteria:
 - i. Have a completed Bachelor's Degree; and
 - ii. Hold an appropriate California Credential for their teaching assignments; and
 - iii. Have demonstrated their subject matter competencies in one of the following ways:
 - Have passed a CCTC approved subject matter exam; or
 - Have completed a CCTC approved subject matter program in the subject they teach; or
 - Have an undergraduate major in the subject they teach; or
 - Have an undergraduate equivalent in the subject they teach (32 non-remedial semester units); or
 - Have a graduate degree in the subject they teach.

OR

- iv. Have completed certification requirements for their non-teaching assignments.
- 4. A unit member may submit a written request to be placed on a five-year cycle to the evaluator during the Summary Evaluation Conference or Goal Setting/Review Conference. The evaluator will provide a written response within five (5) days of the request. In the event this request is denied, the response will include an explanation. This written document shall not be placed in the personnel file.
- 5. Once placed on the five-year cycle, should the evaluator choose to withdraw consent, written notice and identifiable cause related to individual performance shall be provided to the Unit Member in a timely manner. This written document will not be part of the personnel file.

D. Formal Evaluation

- 1. Goal Setting and Submission of Objectives: ~~Every~~ Unit Members scheduled for evaluation shall develop program objectives and submit them to the evaluator prior to the end of the 40th day of instruction. The Unit Member and evaluator shall meet to discuss the overall evaluation procedure and mutually agree upon the objectives as necessary. The Unit Member and evaluator shall meet and assess progress on ~~yearly~~ goals no later than twenty-one (21) work days prior to the end of the school year for permanent employees.
- 2. Probationary and Temporary Unit Members: The parties recognize that probationary and temporary Unit Members may require additional assistance during their probationary periods. The parties intend that assistance to be ongoing and every effort will be made by the District to ensure their success.
 - (a) Probationary and Temporary Employees shall be formally observed at least twice, but not more than four times, per school year.
 - (b) The site administrator shall meet with probationary and temporary teachers within thirty (30) days of the first day of paid service to advise Unit Member of the District's performance expectations pursuant to this article.
- 3. Observation: The evaluator shall formally observe each Unit Member being evaluated ~~at least twice~~ once during each evaluation year Permanent unit members may be scheduled for a second formal observation at the discretion of the evaluator or at the request of the Unit Member. Each formal observation shall include a pre-observation conference, observation and post observation conference meetings, each held on separate days. Each formal observation is to be at least thirty (30) minutes long and the evaluator's report reduced to writing on the prescribed District form (see Performance Evaluation Manual). The first formal observation must occur prior to the 60th day of instruction.

- (a) A pre-observation conference will be held within ten (10) days of the formal observation to determine the parameters of the observation and to mutually establish the observation date and time, using the Pre-observation Conference Form (see Performance Evaluation Manual).
- (b) Within five (5) days following the formal observation, the evaluator shall discuss the observation with the Unit Member in a scheduled post conference. Within ten (10) working days following the scheduled post conference, the Unit Member shall receive a written Formal Classroom Observation report (see Performance Evaluation Manual). The Unit Member shall be given an opportunity to attach any comments that the Unit Member may wish to present.
- (c) Unit Member signs the Formal Classroom Observation Form; however, such signature indicates only that the report has been discussed and does not indicate agreement with the evaluator.
- (d) The evaluator shall make specific written recommendations regarding any identified deficiencies or to address areas of concern on the Formal Classroom Observation Form (see Performance Evaluation Manual) as part of a work improvement plan.

(1) Assistance for Unit Member shall be provided as needed and shall include a review and analysis of student performance data as part of the Work Improvement Plan (WIP) and as mutually determined between the evaluator and Unit Member. Participation in assistance activities related to the classroom or pupil related matters shall be voluntary on the part of the Unit Member at any time other than those scheduled during the regular workday.

- 4. Professional Educator Summary: Each Unit Member participating in the formal evaluation procedures shall complete and give to the evaluator a summary of the activities completed during the school year that meet the Standard for Developing as a Professional Educator of the certificated evaluation rubric. The evaluator shall use this information as a basis for the Summary Evaluation Report.
- 5. The Summary Evaluation Report shall be completed and given to Unit Members:
 - by March 1 for all Probationary and Temporary Unit Members;
 - ~~by February 1 for Probationary II Unit Members;~~
 - ~~by April 1 for Probationary I and/or Temporary Unit Members;~~
 - Twenty-one (21) work days prior to the end of the school year for Permanent Unit Members

- (a) The Summary Evaluation Report shall be based on the observations and conferences held with the Unit Member throughout the evaluation process using the components of the California Standards for the Teaching Profession (CSTP)/District standards for other positions and the District's Content and Performance Standards.
- (b) Satisfactory Performance is determined by meeting the professional standards of competence on 75% or more of the evaluation standards for any given position. The District will use the Formative Assessment of California Teachers (FACT) to establish performance ratings used in the Summary Evaluation Report. The Standard for Developing as a Professional Educator shall not be included in determining Satisfactory Performance.
- (c) Unsatisfactory Performance is determined by not meeting the criteria of (b) above. In the event of an unsatisfactory summary evaluation, the Unit Member may request an alternate administrative evaluator who shall be mutually agreed upon by the Association and the Assistant Superintendent, Human Resources. Unit Member shall be evaluated annually until the Unit Member achieves Satisfactory Performance as defined above. A Unit Member receiving two consecutive unsatisfactory Summary Evaluations shall be referred to the PAR Program as per Article XIX.
- (d) The Unit Member and evaluator shall discuss the written Summary Evaluation Report within five (5) days of its receipt by the Unit Member. The Unit Member shall be given the opportunity to attach any comments the Unit Member may wish to prepare. Written comments shall be submitted within fifteen (15) days of the discussion.
- (e) Each Unit Member shall sign the Summary Evaluation Report. Such signature indicates the evaluation has been discussed with the Unit Member and does not necessarily constitute agreement with the evaluation
- (f) The Summary Evaluation Report and Unit Member comments shall be placed in the Unit Member's personnel file.

WOODLAND JOINT UNIFIED
SCHOOL DISTRICT

Daniel Conolly
11/28/18

WOODLAND EDUCATION ASSOCIATION

Aileen [Signature]
11/28/18

Woodland Joint Unified School District

Tenured Probationary 1 Probationary 2

Certificated Evaluation

TWR - Teachers Without Rosters

Employee Name: Work Site:

School Year:

I = Innovating T = Integrating A = Applying E=Emerging N/A = Not Applicable

Direction to Administrator: In each of the areas of Professional Performance, rate this employee using the scale above as a guide. An employee who receives an overall rating of "E" in two or more areas of Professional Performance will require and Improvement Plan.

	Performance Scale	I	T	A	E	N/A
Standard 1: Preparation and Planning						
1.1 Creates and maintains schedule in collaboration with supervising administrator and in accordance with funding source						
1.2 Coordinates with required team members						
1.3 Plans and prepares lessons as appropriate for small group or targeted instruction.						

Remarks:

	Performance Scale	I	T	A	E	N/A
Standard 2: Program Management – Technology TOSA						
2.1 Coordinates with site principals to bring technology initiatives to campus						
2.2 Assists teachers with integration of technology into instruction						
2.3 Uses data from a variety of sources to identify areas of strength and opportunity within the instructional program						
2.4 Assists sites as needed to administer district and site testing protocols						
2.5 Assists schools in activities and initiatives involving the Student Informational Systems (registration, parent portals, etc.)						
2.6 Provides demonstration lessons for effective use of technology in the classroom						
2.7 Supports teachers to use data tools for grouping students who need additional support						
2.8 Assists District personnel in the use and management of technology in the classroom						
2.9 Coordinates, implements, and provides inservice training for teachers and staff						

Remarks:

	Performance Scale	I	T	A	E	N/A
Standard 2: Program Management – RTI Specialist						
2.1 Assess individual students and/or groups of students using a variety of assessment instruments, including statewide summative assessments, local district assessments, and other measures as appropriate and assist with placement.						
2.2 Use data to plan and provide appropriate instruction to bring students up to standard and grade level using push-in, pull-out, individual, small group, or whole class formats.						
2.3 Monitor progress of assigned student caseload, assist with parent communication, and maintain student records as required.						
2.4 Share progress of assigned student caseload at meetings, and work with team to identify best practices to implement across the district						
2.5 Collect, organize, and analyze Universal Screener data to identify students in need of assistance						
2.6 Work with site administration in the development and implementation of intervention programs						
2.7 Participate in data-based evaluations of the intervention program(s) at the school and district level						
2.8 Assists with development and implementation of tiered system of academic and social response and intervention						
2.9 Coordinates, implements, and provides inservice training for teachers and staff						

Remarks:

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11/28/18

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11/28/18

	Performance Scale	I	T	A	E	N/A
Standard 2: Program Management – EL Specialist						
2.1 Assess individual students and/or groups of students using a variety of assessment instruments, including statewide summative assessments, local district assessments, and other measures as appropriate and assist with placement.						
2.2 Use data to plan and provide appropriate designated ELD instruction that is designed to move students towards English fluency.						
2.3 Monitor progress of English Learners, assist with parent communication, and maintain student records as required.						
2.4 Share progress of English Learners at meetings, and work with teams to identify best practices to implement across the district						
2.5 Build and maintain a robust English Learner Advisory Council through dissemination of information about meetings, recruitment and development of officers, and the calendaring of topics that comply with State mandates.						
2.6 Work with site administration to provide appropriate educational programs for English Learners as outlined in the District Master Plan for English Learners.						
2.7 Participate in data-based evaluations of the English Learner program(s) at the school and district level						
2.8 Assists with development and implementation of extended day programming for identified English Learner students						
2.9 Coordinates, implements, and provides inservice training for teachers and staff						

Remarks:

	Performance Scale	I	T	A	E	N/A
Standard 3: Site/District Responsibilities						
3.1 Coordinates effectively with district personnel and colleagues						
3.2 Coordinates effectively with site personnel and colleagues						
3.3 Effectively and accurately delivers required reports, data and information regarding job/duties						
3.4 Participates in required professional development and trainings						

Remarks:

	Performance Scale	I	T	A	E	N/A
Standard 4: Professionalism						
4.1 Establishes and maintains effective communications with staff/parents/students						
4.2 Provides non-classroom supervision when applicable						
4.3 Maintains a professional demeanor at all times						
4.4 Adheres to contractual hours and terms of employment						
4.5 Participates in professional growth and staff development opportunities						

Remarks:

	Performance Scale	I	T	A	E	N/A
Standard 5: Developing as a Professional Educator						
5.1 Reflects on teaching practice in support of student learning						
5.2 Establishes professional goals and engages in continuous and purposeful professional growth and development						
5.3 Collaborates with colleagues and the broader professional community to support teacher and student learning						
5.4 Manages professional responsibilities to maintain motivation and commitment to all students						
5.5 Demonstrates professional responsibility, integrity, and ethical conduct						

Remarks: