

NO. 80602-1

SUPREME COURT OF THE STATE OF WASHINGTON

CHERYL DELYRIA and JUDY KOCH,

Respondents,

v.

STATE OF WASHINGTON,
WASHINGTON STATE SCHOOL FOR THE BLIND,

Petitioner.

**SUPPLEMENTAL BRIEF OF PETITIONER,
WASHINGTON STATE SCHOOL FOR THE BLIND**

ROBERT M. MCKENNA
Attorney General

ANNE EGELER
Deputy Solicitor General
WSBA No. 20258
PO Box 40100
Olympia, WA 98504-0100
(360) 753-7085

W. HOWARD FISCHER
Sr. Assistant Attorney General
WSBA No. 6142
PO Box 40126
Olympia, WA 98504-0126
(360) 586-6300

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TABLE OF CONTENTS

I. INTRODUCTION.....1

II. ISSUE PRESENTED2

III. ARGUMENT3

 A. The Salary Allocated For Teachers Employed By The
 WSSB And The Vancouver School District Provides
 Equal Compensation For Teachers’ Educational
 Background And Experience3

 B. RCW 72.40.028 Does Not Require The State To Pay
 WSSB Teachers The Supplemental TRI Pay
 RCW 28A.400.200(4) Permits School Districts To
 Provide6

 1. TRI payments are not a form of salary based on
 teachers’ background and experience.....8

 2. RCW 28A.400.200(4) clearly states that district
 contracts “shall not cause the state to incur any
 present or future funding obligation”.9

 3. TRI payments are paid with local district levy funds
 unavailable to the state.12

 4. When the 1985 Legislature allowed local districts to
 enter agreements to supplement pay for local duties,
 it also enacted special provisions to allow the WSSB
 to address additional duties at the School for the
 Blind.13

 5. Since RCW 72.40.028 was enacted long before local
 districts had authority to make supplemental TRI
 payments, RCW 72.40.028 could not have
 contemplated locally funded pay for local duties.....16

IV. CONCLUSION19

TABLE OF AUTHORITIES

Cases

<i>City of Medina v. Primm</i> , 160 Wn.2d 268, 157 P.3d 379 (2007).....	10
<i>Savlesky v. State</i> , 139 Wn. App. 245, 136 P.3d 152 (2007).....	8, 11, 12
<i>Seattle Sch. Dist. 1 of King Cy. v. State</i> , 97 Wn.2d 534, 647 P.2d 25 (1982).....	17
<i>Spain v. Empl. Sec. Dep't</i> , Nos. 79878-8, 80309-9, 2008 WL 2447471	12
<i>State v. Smith</i> , 117 Wn.2d 263, 814 P.2d 652 (1991).....	9
<i>State v. Westling</i> , 145 Wn.2d 607, 40 P.3d 669 (2002).....	9

Statutes

Laws of 1980, ch. 58.....	3
Laws of 1980, ch. 58, § 1.....	18
Laws of 1981, ch. 16, § 2.....	17
Laws of 1985, ch. 349, § 7.....	6, 18
Laws of 1985, ch. 378.....	3
Laws of 1985, ch. 378, § 12.....	13
Laws of 1987, 1st Ex. Sess., ch. 2, § 211.....	6
Laws of 1993, ch. 147, § 6.....	14

RCW 28A.58.093.....	6, 18
RCW 28A.150.250.....	3
RCW 28A.400.....	3
RCW 28A.400.200.....	1, 3, 9
RCW 28A.400.200(3)(b)	11
RCW 28A.400.200(4).....	passim
RCW 41.59	12
RCW 41.59.010	13
RCW 72.05	16
RCW 72.05.140	3, 17
RCW 72.40.028	passim
RCW 72.40.110	8, 13, 14

Other Authorities

Agency Fiscal Note to H.B. 1460, 46th Leg., Reg. Sess. (Wash. 1980)	4
AGO 1989 No. 15.....	17
House Bill Report on H.B. 1460, 46th Leg., Reg. Sess. (Wash. 1980)	3
House Journal, 43d Leg., 47th Sess. (Wash. 1981)	17

I. INTRODUCTION

The Court of Appeals improperly ignored both the plain language and legislative history of RCW 72.40.028 and RCW 28A.400.200. The Legislature explicitly stated that the state-funded allocation for basic education, based on teachers' background and experience, will be made on the same basis for local school districts and the Washington State School for the Blind (WSSB). RCW 72.40.028. Years later, when the Legislature first permitted local school districts to negotiate locally funded supplemental pay for additional local duties, the Legislature was just as clear in stating that local agreements for locally funded supplemental pay cannot create **any** funding obligation for the state. RCW 28A.400.200.

The Legislature enacted separate statutory provisions allowing the WSSB and its teachers to collectively bargain for supplemental pay for additional duties required by the WSSB. There is no statutory basis for ruling that a collective bargaining agreement entered by a local school district, for local duties, controls the supplemental pay the WSSB can provide its teachers. Relying on "presumption" rather than the unambiguous statutory provisions, the Court of Appeals usurped the legislative function and created an unfunded liability in excess of \$4 million.

II. ISSUE PRESENTED

RCW 72.40.028 provides that salaries of certificated teachers at the WSSB are to conform to the salaries of certificated employees “of similar background and experience” in the school district in which the facility is located.

Did the Court of Appeals err in concluding that RCW 72.40.028 requires the State to pay WSSB teachers supplemental pay that school districts contractually agree to pay their teachers, under RCW 28A.400.200(4), for “additional time, additional responsibilities, or incentives” (1) where such supplemental pay is not based on “background and experience;” (2) where RCW 28A.400.200(4) provides that district contracts “shall not cause the state to incur any present or future funding obligation”; (3) where such contracts are paid from local levy funds unavailable to the State; (4) where the Legislature separately provided for supplemental pay for WSSB teachers; and (5) where RCW 72.40.028 was enacted long before RCW 28A.400.200(4) and could not have contemplated such payments?

III. ARGUMENT

A. **The Salary Allocated For Teachers Employed By The WSSB And The Vancouver School District Provides Equal Compensation For Teachers' Educational Background And Experience**

Employment of teachers in Washington's public schools is governed by RCW 28A.400. The State allocates funds to Washington's local school districts for teacher salaries, at the amounts stated in the statewide salary allocation schedule. RCW 28A.400.200. The schedule contains a sliding scale, based on the teachers' educational background and years of experience.¹

Unlike teachers employed by a school district, the teachers employed by the WSSB are state employees. Prior to 1980, the salaries for WSSB teachers were set by the Department of Personnel using a different pay scale. House Bill Report on H.B. 1460, 46th Leg., Reg. Sess. (Wash. 1980) (Attachment A).² This salary determination led WSSB teachers to receive salaries "lower than salaries paid to teachers of similar experience" in school districts. *Id.* For example, teachers with a bachelor's degree and one year of experience were paid \$11,359 by the

¹ State funding for the salaries is appropriated to the Office of the Superintendent of Public Instruction (OSPI). OSPI, in turn, allocates the funds to the school districts, based on the number of teachers the district employs and each teacher's current level of education and experience. RCW 28A.150.250.

² The salary provision at issue was originally codified in RCW 72.05.140. Laws of 1980, ch. 58. It became RCW 72.40.028 in 1985. Laws of 1985, ch. 378.

Vancouver School District, but a teacher at the WSSB with the same background and experience was paid only \$11,109. Agency Fiscal Note to H.B. 1460, 46th Leg., Reg. Sess. (Wash. 1980) (Attachment B). RCW 72.40.028 addressed this problem by ensuring that teachers at the WSSB would receive the same salary received by school district teachers for their background and experience, using the same sliding scale. The statute states:

Teachers' qualifications – Salaries -- Provisional certification. All teachers at the state school for the deaf and the state school for the blind shall meet all certification requirements and the programs shall meet all accreditation requirements and conform to the standards defined by law or by rule of the Washington professional educator standards board or the office of the state superintendent of public instruction. The superintendents, by rule, may adopt additional educational standards for their respective schools. **Salaries of all certificated employees shall be set so as to conform to and be contemporary with salaries paid to other certificated employees of similar background and experience in the school district in which the program or facility is located.** The superintendents may provide for provisional certification for teachers in their respective schools including certification for emergency, temporary, substitute, or provisional duty.

RCW 72.40.028 (emphasis added).

The WSSB is located in the Vancouver School District. The Vancouver School District uses state allocated money to pay its teachers a

salary consistent with the state salary schedule.³ The teachers' salary increases as their educational background and years of service change.⁴ As required by RCW 72.40.028, WSSB teachers are paid at the same level as other "certificated employees of similar background and experience" in the Vancouver School District. In other words, the state pays WSSB teachers based on their education and experience, pursuant to the state salary schedule. CP at 141-50 (Decl. of Willhide).

The Court of Appeals incorrectly expanded the statute, and read it as requiring that all payments provided to teachers at the WSSB conform to all pay received by Vancouver School District teachers, regardless of whether the pay is salary for basic education, or whether it is based on background and experience. This directly conflicts with the plain language of the statute. RCW 72.40.028 unambiguously requires that salaries at the WSSB conform to "salaries paid to other certificated employees of similar background and experience."

³ See, e.g., CP at 136 (Vancouver School District 2003-2004 Certificated Teacher Salary Rates).

⁴ For example, under the state salary schedule for the 2003-2004 school year, \$30,747.00 was allocated for a teacher with a bachelor's degree and three years of experience. For the same school year, \$41,071.00 was allocated for a teacher with a Ph.D. and three years of experience. CP at 136.

B. RCW 72.40.028 Does Not Require The State To Pay WSSB Teachers The Supplemental TRI Pay RCW 28A.400.200(4) Permits School Districts To Provide

Prior to 1985, the only form of salary available to teachers was the state allocated pay, based on background and experience. In 1985, school districts were given new authority to enter into collective bargaining agreements with their teachers to provide local funding for supplemental pay for additional duties or days of service. Laws of 1985, ch. 349, § 7; RCW 28A.58.093.⁵ Unlike the state salary allocation, the supplemental pay was not required to be based on background and experience. *See id.* Individual school districts could enter such agreements only: “if such supplements do not cause the state to incur any present or future funding obligations.” *Id.*

In 1987, the local authority was changed to allow school districts to collectively bargain with teachers for supplemental contracts providing pay for additional **time**, additional **responsibilities**, or as an **incentive** (TRI payments). RCW 28A.400.200(4) provides:

(4) Salaries and benefits for certificated instructional staff may exceed the limitations in subsection (3) of this section only by separate contract for additional time, additional responsibilities, or incentives. Supplemental contracts shall not cause the state to incur any present or future funding obligation. Supplemental

⁵ RCW 28A.58.093 was repealed in 1987. Laws of 1987, 1st Ex. Sess., ch. 2, § 211.

contracts shall be subject to the collective bargaining provisions of chapter 41.59 RCW and the provisions of RCW 28A.405.240, shall not exceed one year, and if not renewed shall not constitute adverse change in accordance with RCW 28A.405.300 through 28A.405.380. No district may enter into a supplemental contract under this subsection for the provision of services which are a part of the basic education program required by Article IX, section 3 of the state Constitution.

TRI payments are provided to teachers in school districts that choose to provide supplemental pay, in addition to the state allocated funds for basic education. TRI payments are funded by individual school districts, using local school levy moneys. As a result, teachers in some districts do not receive any TRI payments.⁶ Vancouver is one of the districts that have contracted to provide supplemental TRI payments.

The Court of Appeals incorrectly concluded that RCW 28A.400.200(4) permits the Vancouver School District and its teachers to negotiate collective bargaining agreements that cause the State to incur an obligation to fund the same supplemental pay for teachers at the WSSB. In so doing, the Court of Appeals ignored multiple portions of the plain language of RCW 28A.400.200(4). The statute contains numerous, clear indications that supplemental TRI pay does not fall within the scope RCW 72.40.028. It is a separate and distinct form of locally negotiated supplemental pay, unrelated to teachers' background or experience, that

⁶ Verbatim Report of Proceedings at 17 (superior court transcript).

districts can opt to provide at their own expense, without impacting the state budget. The Legislature has provided a separate and distinct means of providing state-funded supplemental pay and benefits to teachers at the WSSB. *See, e.g.*, RCW 72.40.110.

1. TRI payments are not a form of salary based on teachers' background and experience.

The Court of Appeals incorrectly concluded that “[e]ssentially, the standard base salary for teachers and TRI payments are indistinguishable to the extent that both are ‘fixed compensation paid regularly.’” *Savlesky v. State*, 139 Wn. App. 245, 254, 136 P.3d 152 (2007) (quoting Webster’s 3rd New Int’l Dictionary at 2003 (2002)).⁷ The record firmly establishes that, unlike the salary allocated by the state for basic education, the Vancouver School District has not contracted to provide TRI payments as a form of fixed compensation, regardless of the quantity or quality of work performed. Rather, TRI payments are based on a showing that the teacher performed specific, locally required, additional services. According to the Associate Superintendent of Human Resources for the Vancouver School District, TRI payments are made at a set rate, regardless of the teacher’s background or experience. The only exception to this flat rate is

⁷ The parties stipulated at the trial court to dismissal of certain plaintiffs, as well as the Washington State School for the Deaf. The caption was reformed to read “*Cheryl Delyria and Judy Koch, Plaintiffs v. State of Washington, Washington School for the Blind, Defendants.*” CP at 83-86. The caption used by the Court of Appeals is incorrect.

the district's contractual agreement to provide a "slight increase" in TRI payments for those with more than 16 years of experience. CP at 134.

2. **RCW 28A.400.200(4) clearly states that district contracts "shall not cause the state to incur any present or future funding obligation".**

RCW 28A.400.200(4) broadly states that a district's contracts "shall not cause the state to incur **any** present or future funding obligation." (Emphasis added.) The Court of Appeals decision ignores the broad language of the statute, and reads it as a narrow limitation on the ability of a school district to cause the state to pay for school district expenses. The Court of Appeals' decision directly conflicts with this Court's rulings that the ordinary meaning of "[a]ny" [is] 'every' and 'all.'" *State v. Westling*, 145 Wn.2d 607, 611, 40 P.3d 669 (2002), citing *State v. Smith*, 117 Wn.2d 263, 271, 814 P.2d 652 (1991). The statute contains absolutely no limitation on this prohibition. Therefore, under the plain language of the statute, school districts are prohibited from negotiating a supplemental pay contract that causes the state to incur "any" funding obligation, not just an obligation to pay a district's expenses. RCW 28A.400.200. It is difficult to imagine how the Legislature could have possibly drafted the statutory prohibition more clearly.

This Court has consistently stated that, in reading a statute, “unlikely, absurd or strained consequences should be avoided”. *E.g., City of Medina v. Primm*, 160 Wn.2d 268, 277, 157 P.3d 379 (2007). Ignoring the statutory prohibition on creating any funding obligation for the State would place a local school district and its bargaining group in the absurd position of dictating state budget allocations for the WSSB. This is precisely the outcome the Legislature prevented by declaring that “[s]upplemental contracts shall not cause the state to incur any present or future funding obligation.” RCW 28A.400.200(4).

Allowing local bargaining agreements, for the performance of local duties, to create a funding obligation for the State is both illogical and contrary to the plain language of the statute. The absurd result produced by the Court of Appeals’ strained reading of RCW 72.40.028 and RCW 28.400.200(4) is illustrated by this case. The Complaint alleges that 92 current and former employees of the WSSB are entitled to at least \$2,520 per year for the last ten years, doubled under the unpaid wage statute, for a total of \$4,636,800, excluding attorney fees. When the even larger State School for the Deaf is included, the claimed liability will easily top the ten million dollar mark. The Legislature clearly precluded this impact on the state budget by explicitly providing that district’s

contracts “shall not cause the state to incur **any** present or future funding obligation.” RCW 28A.400.200(4) (emphasis added).

Without analysis, the Court of Appeals accepted the contention that RCW 28A.400.200(4) was only intended to prevent school districts from using state funds to make TRI payments to the districts’ teachers. *Savlesky*, 139 Wn. App. at 256. This limitation on the prohibition conflicts with the plain language of the statute, and is not supported by any legislative history. Another portion of the statute provides an excellent example of how the Legislature could have worded the prohibition in a limited manner, if it had actually intended to do so. RCW 28A.400.200(3)(b) states that “[a] school district may not use state funds to provide employer contributions” for extra insurance benefits that exceed the amount allocated in the state budget.

If the Legislature wanted a similarly narrow construction of RCW 28A.400.200(4), it could have stated that a school district may not use state funds to provide TRI payments, rather than broadly stating that “[s]upplemental contracts shall not cause the state to incur any present or future funding obligation.” As this Court recently repeated, “[i]t is an ‘elementary rule that where the Legislature uses certain statutory language in one instance, and different language in another, there is a difference in legislative intent.’” *Spain v. Empl. Sec. Dep’t*, Nos. 79878-8, 80309-9,

2008 WL 2447471, *4 (quoting *United Parcel Serv., Inc. v. Dep't of Revenue*, 102 Wn.2d 355, 362, 687 P.2d 186 (1984)).

3. TRI payments are paid with local district levy funds unavailable to the state.

Unlike the funds for basic education allocated pursuant to the state salary allocation schedule, funding for supplemental TRI payments cannot come from the state. If a school district chooses to provide TRI pay, it must use local levy funds to do so. CP 127-8. However, the WSSB has no authority to issue tax levies. CP 128. It is funded by appropriations from the state budget, not local levies. CP 290.

The Court of Appeals brushed over this by stating that: “[w]e presume the legislature knew that it had accepted this obligation when it enacted RCW 28A.400.200.” *Savlesky*, 139 Wn. App. at 254. There is no indication in either the statute or the legislative history that the Legislature intended to assume such an obligation. On the contrary, as discussed above, the statute bluntly states that local contracts providing TRI pay for local duties cannot create any funding obligation for the State.

The plain language of the statute also states that local agreements to fund supplemental TRI payments “shall be subject to the collective bargaining provisions of chapter 41.59 RCW and the provisions of RCW 28A.405.240”. RCW 28A.400.200(4). The function of RCW 41.59

is “to prescribe certain rights and obligations of the educational employees of the school districts of the state of Washington”. RCW 41.59.010. The chapter has absolutely no application to the WSSB teachers, who are employed by the State. Therefore, the required means of negotiating an agreement to fund TRI payments does not apply to the WSSB or its teachers.

4. When the 1985 Legislature allowed local districts to enter agreements to supplement pay for local duties, it also enacted special provisions to allow the WSSB to address additional duties at the School for the Blind.

In 1985, when the Legislature first permitted local districts to enter separate collective bargaining agreements for supplemental pay, it enacted a parallel provision providing supplemental pay for teachers at the WSSB and the state School for the Deaf. Laws of 1985, ch. 378, § 12. This law, codified as RCW 72.40.110, stated in relevant part:

Employees required to work in excess of the eight-hour maximum per day or the forty-hour maximum per week **shall be compensated by not less than equal hours of compensatory time off or, in lieu thereof, a premium rate of pay per hour** equal to not less than one-one hundred and seventy-sixth of the employee’s gross monthly salary. If an employee is granted compensatory time off, such time off should be given within the calendar year and if such an arrangement is not possible the employee shall be given a premium rate of pay.

(Emphasis added.) Unlike the optional TRI pay supplements school districts could opt to provide, the supplemental compensation for teachers at the WSSB was mandatory.

In 1987, the language quoted above was replaced with the following provision:

Employees' hours of labor shall follow all state merit rules as they pertain to various work classifications and current collective bargaining agreements.

Laws of 1993, ch. 147, § 6; RCW 72.40.110. Therefore, under the current law, WSSB teachers have the ability to negotiate collective bargaining agreements with their employer. Using this authority, the WSSB and its teachers have entered collective bargaining agreements which provide payment for extra hours, in-service hours, education reform days, in-service for safety training, coaching, and preparing for and teaching workgroups in the community. CP at 310 (Decl. of Willhide).

An example of the effect of the collective bargaining agreements is found in the supplemental pay received by Ms. Koch in 2002. She received \$2,142.42 as compensation for coaching power lifting, \$240 for classroom setup, \$720 for safety training and fall in-service time, and \$90 for preparing for and teaching a workshop. *Id.* at 311. From 1997 through 2002, she received a total of \$9,044.92 in supplemental pay. CP at 311, 313-39. During the same time period, Ms. Delyria received \$5,797.50 in

supplemental pay. CP at 312, 340-61. In addition to receiving supplemental pay, Ms. Koch and Ms. Delyria also were able to take exchange time for work performed outside the regular work day, pursuant to the WSSB collective bargaining agreement.⁸ CP at 149, 283-84. The supplemental pay and exchange time was provided in addition to the significantly more favorable medical benefits received by WSSB teachers, as state employees, compared to those received by teachers in the Vancouver School District.⁹ CP at 285-87.

Collective bargaining between the WSSB and its teachers appears to be quite successful in helping the WSSB attract and retain well qualified teachers. According to WSSB Superintendent Dr. Stenehjem, the school has an excellent record of teacher retention. From 1997 through 2001, only two employees left the WSSB for employment with a school district, and one of those two individuals left after being subject to a reduction in force. CP at 306-08 (Suppl. Decl. of Dr. Stenehjem dated

⁸ During oral argument in the superior court, counsel for Delyria and Koch stated that if complete pay parity is required, it will be necessary to offset the overtime pay Delyria and Koch received pursuant to the collective bargaining agreement between the WSSB and its teachers. Verbatim Report of Proceedings at 15-16. The Court of Appeals, however, was silent with respect to the confusion its decision would create. The court did not state whether the Vancouver School District's collective bargaining agreement would override the collective bargaining agreement between the WSSB and its teachers, whether offsets would be required, or whether the WSSB teachers would receive the benefit of the more favorable aspects of both contracts.

⁹ A comparison of the value of medical coverage provided to WSSB teachers and provided to Vancouver School District teachers showed that the WSSB teachers were compensated over \$2,000 per year more than Vancouver School District teachers for such coverage. CP at 285-87.

Sept. 13, 2004). From 2001 through 2004, the WSSB did not lose a single teacher to Vancouver, or any other school district. On the contrary, the WSSB was able to hire two teachers from Washington school districts, and “continues to attract and retain a talented staff of teachers and specialists.” *Id.* at 307.

5. Since RCW 72.40.028 was enacted long before local districts had authority to make supplemental TRI payments, RCW 72.40.028 could not have contemplated locally funded pay for local duties.

The Court of Appeals’ decision presumes that in enacting RCW 72.40.028, the Legislature intended it to apply to both the state salary allocation and to locally funded supplemental pay. There is simply no support for this presumption in the legislative history. On the contrary, the legislative history definitively establishes that the Legislature could not have contemplated the inclusion of the local, TRI payments authorized by RCW 28A.400.200(4).

The requirement that the state funding for basic education be allocated at the same rate for local districts and the WSSB was added to RCW 72.05 (the predecessor to RCW 72.40.028) in 1980, soon after the passage of the Washington Basic Education Act of 1977 (defining a program of basic education) and the Levy Lid Act of 1977. These two acts commenced the movement toward full state funding of basic

education. In 1981, the Legislature added to this by enacting what was commonly known as the “school district salary and compensation limitation law”. Laws of 1981, ch. 16, § 2. This Act provided that the maximum salary school district employees were to be paid was governed by the amounts and percentages set forth in the state biennial operating appropriations act in effect at the time of payment.¹⁰ The salary lid bill was to address the problem of unanticipated increases in costs to **the State**. House Journal, 43d Leg., 47th Sess., at 163 (Wash. 1981). Evidence of the State’s then dire financial situation is provided by Governor Spellman’s request for across-the-board expenditure cuts. *See Seattle Sch. Dist. 1 of King Cy. v. State*, 97 Wn.2d 534, 647 P.2d 25 (1982).

The 1980 amendment to RCW 72.05.140, requiring salaries at the WSSB to conform to the salaries paid to “certificated employees of similar background and experience” in the local school district, could **only** have contemplated the state allocation funding teacher salaries for basic

¹⁰ *See* AGO 1989 No. 15.

education. Laws of 1980, ch. 58, § 1.¹¹ There was simply no other source of funding for teacher pay, at the WSSB or in the local districts.

It was not until 1985, when the State's financial crisis began to ease, that the Legislature authorized school districts to exceed the salary lid by entering into separate contracts with certificated instructional or classified staff for additional days or additional duties at the end of the school year. Laws of 1985, ch. 349, § 7, codified as RCW 28A.58.093. RCW 28A.400.200(4), allowing local districts to negotiate to provide supplemental TRI payments for additional local duties, was not added until 1987.

Therefore, supplemental TRI pay, negotiated and funded at the local level, was definitely not a form of funding the Legislature could have contemplated, or intended to include in RCW 72.40.028. The legislative history directly conflicts with the Court of Appeals' presumption that the

¹¹ Laws of 1980, ch. 58, § 1, read in relevant part:

Commencing with the 1981-82 school year, and each school year thereafter, salaries of all certificated employees shall be set so as to conform to and be contemporary with salaries paid to other certificated employees **of similar background and experience** in the school district in which the program or facility is located.

(Emphasis added, underlining omitted.)

Legislature intended the amendment to encompass supplemental pay negotiated by local districts for additional local duties.

IV. CONCLUSION

The WSSB requests that the Court of Appeals' decision be reversed.

RESPECTFULLY SUBMITTED this 27th day of June 2008.

ROBERT M. MCKENNA
Attorney General



ANNE E. EGELER, WSBA #20258
Deputy Solicitor General
PO Box 40100
Olympia, WA 98504-0100
(360)753-7085

ATTACHMENT A



BILL REPORT

(as passed by committee)
1980 session

Bill No.:

HB 1460

Companion Measure: _____

Original: _____

Amended: XXX

Substitute: _____

Date: January 25, 1980
Staff: Stan Marshburn
Phone: 3-3164

BRIEF TITLE: (from Status of Bills) Blind schools salaries			SPONSOR(S): (note if agency; committee; executive request) Bauer/Heck/Zimmerman/Galloway/Thompson		
Reported by Committee on: Appropriations	Recommendation: DPA (15)	Roll Call Vote: 15 Y 3 N	FISCAL NOTE INFORMATION		
			Prepared: <input checked="" type="checkbox"/>	Attached: <input checked="" type="checkbox"/>	Requested: <input type="checkbox"/>
Majority Report signed by: G. NELSON/THOMPSON/Amen/Bauer/Chandler/Fancher/Grimm/Gruger/Heck/Taller/Taylor/Valle/Warnke/Williams/Zimmerman			Minority Report signed by: (if requested) --		

ANALYSIS: (background/summary/effect of amendments or substitute, as applicable)

BACKGROUND: Certificated teachers of the State School for the Deaf and the State School for the Blind are classified state employees. These teachers are under the salary setting authority of the Department of Personnel through the biennial salary survey. This method of salary determination has led to teachers at the State Schools for the Deaf and Blind to receive salaries which are lower than salaries paid to teachers of similar experience.

SUMMARY: This bill requires that salaries for the teachers at the State Schools for the Deaf and the Blind be set so they conform with salaries paid teachers with similar experience and background in the same location.

AMENDMENTS: The amendment on line 22 makes the bill effective on September 1981 to guarantee no fiscal impact this session. The second amendment requires that the salaries of teachers at the State Schools for the Deaf and the Blind remain contemporary with their counterparts in neighboring school districts.

continued on reverse

<p>Arguments presented for:</p> <p>Would provide salary equity for teachers of similar background and experience.</p> <p><input type="checkbox"/> continued on reverse</p>	<p>Arguments presented against:</p> <p>Would affect present salary survey process for these employees by requiring regionality.</p> <p><input type="checkbox"/> continued on reverse</p>
<p>Principal proponents: Vancouver Education Assoc. Teachers of the Schools for the Deaf and the Blind</p>	<p>Principal opponents: None</p>

Attachments:

ATTACHMENT B

FISCAL NOTE

REQUEST NO. 80-24

BILL NO. <p style="text-align: center;">HB 1460</p>	RESPONDING AGENCY Dept. of Social & Health Services
TITLE Teachers' salaries at State Schools for the Deaf and Blind	PREPARED BY <i>William E. Kramer</i> William E. Kramer
	DATE 1/23/80
	TITLE Chief, Office of Budget & Program Analysis Services
	SCAN 3-7114
	REVIEWED BY OFM
	DATE

Fiscal impact of the above legislation on Washington State government is estimated to be:

NONE AS SHOWN BELOW

First Biennium 19 79 — 19 81

REVENUE TO:

FUND	CODE	SOURCE TITLE	CODE	1ST YEAR	2ND YEAR	TOTAL	FIRST SIX YEARS
GENERAL FUND — STATE	001						
GENERAL FUND — FEDERAL	001						
OTHER*							
TOTALS							

EXPENDITURES FROM:

FUND	CODE	1ST YEAR	2ND YEAR	TOTAL	FIRST SIX YEARS
GENERAL FUND — STATE	001		141,400	141,400	848,400
GENERAL FUND — FEDERAL	001				
OTHER*					
TOTALS			141,400	141,400	848,000

*Itemize all other, including non-appropriated funds and/or accounts within the General Fund.

EXPENDITURES BY OBJECT OR PURPOSE:

FTE STAFF YEARS	1ST YEAR	2ND YEAR	TOTAL
SALARIES AND WAGES		124,000	124,000
PERSONAL SERVICE CONTRACTS			
GOODS AND SERVICES			
TRAVEL			
EQUIPMENT			
EMPLOYEE BENEFITS		17,400	17,400
GRANTS AND SUBSIDIES			
INTERAGENCY REIMBURSEMENT			
DEBT SERVICE			
CAPITAL OUTLAYS			
TOTALS		141,400	141,400

Figures in parentheses represent reductions.
 Detail supporting these estimates is contained
 in Form FN-2.

Check this box if the above legislation has fiscal impact on local governments:
 Do not include local government impact on FN-1

FISCAL NOTE

REQUEST NUMBER 80-24

Dept. of Social & Health Services 300
Responding Agency Code No.

Bill No. HB 1460

January 23, 1980

Date Submitted

Description

House Bill 1460 would increase the salaries for the teachers of the State Schools for the Deaf and Blind to the levels of teachers with similar background and experience employed by the local school district in that area.

Estimated Expenditures

The current salaries for the teacher of Deaf and Blind are less than the Vancouver School District. The estimated cost is:

Class of Teachers	Annual Difference in Salaries	Number of Teachers	Annual Increase in Salaries
A & B	\$2,000	7	\$ 14,000
C & D	1,500	42	63,000
E	2,500	16	40,000
			<u>\$117,000</u>

Adjustment for _m October 1, 1980, salary increase would be six percent:

$$\$117,000 \times 1.06 = \$124,000$$

Increased benefits for additional salary would be 14 percent:

$$\$124,000 \times .14 = \$17,400$$

Fiscal 1981 Total Cost

Salaries	\$124,000
Benefits	<u>17,400</u>
Total Cost	\$141,400

COMPARISON OF

1979-80 PROFESSIONAL SALARY SCHEDULES - VANCOUVER SCHOOL DISTRICT

and

STATE SCHOOLS FOR THE BLIND AND DEAF

Step	Lane I Bachelor's Degree	Teacher B	Lane II Standard Certificate	Teacher C	Lane III Master's Degree or 6th Year	Teacher D	Lane IV MA + 45 Hrs. or 7th Year	Teacher E
A	VSD 11,359	SS 11,109	VSD	SS	VSD	SS	VSD	SS
B	11,927	11,406						
C	12,495	11,703	13,858	13,267	15,221	14,312		
D	13,063	12,004	14,540	13,924	16,016	15,117		
E	13,631	12,302	15,221	14,583	16,811	15,923		
F	14,199	12,599	15,903	15,241	17,606	16,729		
G	14,767	12,899	16,584	15,899	18,402	17,534		
H	15,335	13,197	17,266	16,557	19,197	18,341		
I	15,903	13,497	17,947	17,218	19,992	19,146		
J		13,796	18,629	17,876	20,787	19,953		
K					21,582	20,762		
							22,036	20,103
							22,945	20,951
							23,854	21,800

PROOF OF SERVICE

I certify that I served a copy of Supplemental Brief of Petitioner, Washington State School For the Blind, via first class mail to: Thomas Doyle, 111 SW Fifth Ave Ste 1650, Portland OR 97204-3627 and via electronic email to: doylet@bennetthartman.com on the date listed below.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 27 day of June, 2008, at Olympia, Washington.


Becky Waldron
Legal Secretary