

# Tumwater Education Association

## ADVOCATE

[TumwaterEA.org](http://TumwaterEA.org)

September 2025



Tumwater Education Association President DJ Brimer

## Collective Bargaining Tentative Agreement Ratified

### WHAT ARE THE CHANGES?

Our new contract language includes the following overall changes:

- One year contract with 2.5% salary increase
- Removal of TVA references
- Updated and/or removed outdated links, policies, and RCW/WAC references
- WA Kids MOU added to CBA
- MOUs to determine ML, Co-Curricular program, & ALE programs
- Professional Judgement form added

The bargaining teams also developed the following specific changes:

The Article 2 group now meets once per month as opposed to twice per month to align with current practice. The Student Behavior Support Committee now includes Mental Health. Removal of release time for Article 2 group members to align with current practice.

Long-term sub pay reduced from the BA+1 salary schedule rate to \$200+15% per day. The District cited extensive budget impact from the previous language and stated they could not financially move toward the Association direction in other bargaining areas without reduced costs for long-term subs. The Association team had to make the difficult decision to agree to these terms to make gains for certificated staff employees, who are covered by the contract in full, in other areas of the collective bargaining agreement. Employees teaching summer programs will now be provided planning time prior to the first student contact day of summer school. Public requests for information on bargaining unit members now require notification to employees within ten days to provide the District sufficient time for comprehensive response. Building administrators must now accompany workplace visitors from outside of the District. Employees with partial FTE may now add more FTE without position posting.

### President's Corner

My bargaining update statement to the Tumwater School District Board of Directors on September 25, 2025 was not delivered in person directly by me because the District inadvertently provided me with official direction that the Board meeting was virtual. The District told me to access the meeting using Zoom for my public statement to the Board. The District sent me an email that morning with those instructions. I followed the District instructions by setting up at the Tumwater Education Association office to deliver the remarks. Only to learn at the last minute that the Board meeting was in person at the District Office. Many thanks to Vice President Katie Gates for delivering the remarks on my behalf despite the miscommunication from the District. Regardless, here is my public comment to the Board:

"I am here this evening to thank the Tumwater School District bargaining team for their commitment, communication, and collaboration throughout the collective bargaining process. The District bargaining team remained open to positive dialogue and forward momentum throughout the bargain. The Association bargaining team is thankful for the honest conversations at the bargaining table as the Association and District established a common pathway for moving forward together. These are challenging times in public education. These are also hopeful times in public education. These are times when establishing a way forward through the bargaining process becomes a pathway for rebuilding, reconnecting, and realigning. Tumwater Education Association members ratified the contract tentative agreement with a 98% approval rating. This evening, I respectfully ask the Board of Directors to approve the collective bargaining agreement in recognition of our collective progress."

DJ



The Tumwater Education Association bargaining team members are President DJ Brimer, Vice President Katie Gates, Secretary Lori Tibbets, Treasurer Chris Hudson, Member Advocate Rhonda Crawford, and WEA Chinook Uniserv Director Elizabeth Collins.

# Collective Bargaining Tentative Agreement Ratified

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Revised language more clearly defining the workday hours for employees, which specifies that the first and last half hours of the day do not require direct student supervision. New language that provides planning and lunch for employees during field trips that are required by the District. New language to provide a fully inclusive and more robust mentor and mentee program for employees who are new to their profession. The addition of one Release Day for the 2025-26 school year, not charged to employee leave, and eligible for cashout at long term sub rate. Revised language to include the new changes to SEBB insurance coverage for employees.

Changes to the District calendar contract language which aligns with current practices. Updated bereavement leave language to define qualifying family members, including the addition of loss of a pregnancy. New language for safe working conditions addressing air quality standards. Student discipline assault language is now defined as any injury likely requiring medical attention, which now provides more resource for employees assaulted by students younger than ten years old. Revision to ESA and teacher evaluation programs to modernize and align with OSPI. Removal of the term “days” from Article 35 to eliminate confusion on pay structure. Changes SpEd overload pay to monthly.

## New Contract Language for Registered Nurses

Registered nurses are part of the Tumwater Education Association collective bargaining agreement. The contract always remains in full force and effect for registered nurses. However, the word nurse only appears in the appendices section of the contract with references to the applicable RCWs.

We must do more for our Tumwater School District registered nurses, which is why the Tumwater Education Association bargaining team proposed contract language during this most recent bargain to include registered nurses in Article 42 Student Health Supports.

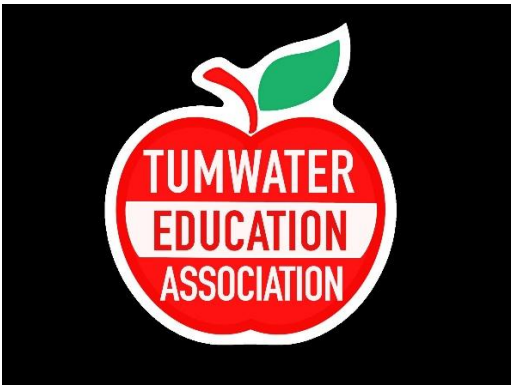
The Association bargaining team was able to negotiate the following new contract language:

“RN’s workday will be subject to all provisions of this CBA. The District shall provide RNs a daily schedule with adequate travel time allocated. The District shall develop the daily schedule in consultation with the RN.”

Our bargaining team requested so much more for nurses than what the District ultimately agreed upon, including caseload caps and provisions for overload pay. We have much work ahead of us to bargain for registered nurses in the upcoming 2026 contract negotiations.

# What is Site Team and how does it work?

## Site Team decisions cannot violate the TEA contract



UNDER SPECIAL CIRCUMSTANCES

Questions about Site Teams making decisions, on behalf of TEA members, often come up every year. “Why did they decide that? How did that happen? Who engaged in that decision?”

TEA union representatives are often tasked with resolving conflicts that arise by helping members interpret the Article 1 Site Based Decision Making contract language when these questions emerge.

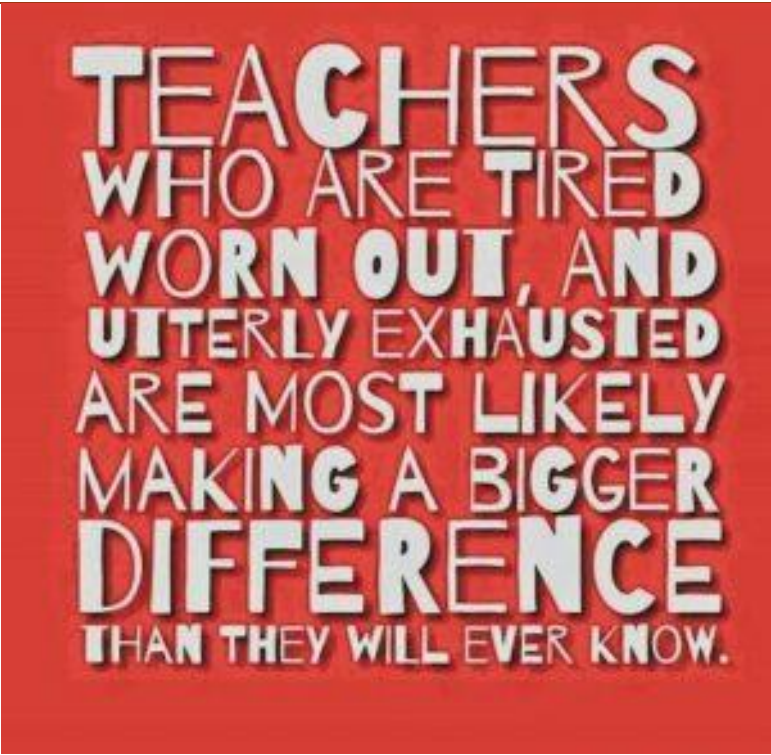
Many times, those conflicts arise between building administrators and TEA members. Other times, those conflicts arise among members. In these instances, rifts may develop among or between PLCs or content area departments, which can cause lasting impacts on professional working relationships. Our hope is that such divisions are avoided altogether whenever possible.

The Article 1 goal is to provide site based decision making at the local building level, or Site Team. The intent of the contract provision is to give TEA members a voice at the decision making table within their own buildings through the representative process.

Site Teams may not violate the TEA contract but may waive certain provisions in special scenarios. In fact, Article 1 Site Based Decision Making: Section B Operating Principles includes the following language to explain.

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# What is Site Team and how does it work?

## Site Team decisions cannot violate the TEA contract

“If a site, or program such as Pre-School or any other as defined by Article 2, wants to waive a provision of the union contract, it must get the approval of the Article 2 Group. Waivers will require 90% approval of members assigned to the site or program and will be reviewed annually at each site or within each program.”

Technically, Site Teams do have the authority to waive certain provisions of the TEA contract, but only with approval of our TEA labor management team, otherwise known as Article 2. In addition, 90% of the TEA members assigned to Site Teams must vote to approve the waiver.

This provision of our contract does not allow for non-members to vote. Translated, this means building administrators, students, parents, or other general community members do not have voting authority within these parameters of our Article 1 contract language. Only TEA members may vote on the waiver. The TEA Article 2 labor management team must also approve the waiver vote in the first place. The following Article 1 contract language also applies in the event TEA union representatives are needed to assist in the resolution of Site Team conflicts within a specific building.

CONTINUED BELOW



TEA members play a significant role on Site Teams to make informed decisions about how we provide educational services for our students at the building level.



### Site Based Decision Making

#### Operating Principles

“If an individual or site has a concern that a contractual issue has not been appropriately addressed at the site or program level, they may make a request to the Article 2 Group for assistance. The Article 2 Group will discuss the concern and determine a follow-up plan which may include convening an assistance team to facilitate problem-solving. The team will be composed of an equal number of members selected by each party. The team may assist the site or program with its decision-making process, role clarification, conflict resolution, specific trainings, or other issues that might arise.”

Inform the Site Team that the decision violates the TEA contract and then attempt to resolve.

Inform the TEA union building representatives that Site Team has violated the TEA contract and then attempt to resolve.

TEA union building representatives inform the TEA President that Site Team has violated the TEA contract and then attempts to resolve.

TEA President informs the TEA Article 2 team that Site Team has violated the TEA contract and then attempts to resolve.

TEA Article 2 team informs the District that Site Team has violated the TEA contract and then attempts to resolve.





# Tumwater School District Policy 5004

## Administrator Code of Ethics

“An educational leader’s professional conduct must conform to an ethical code of behavior, and the code must set high standards for all educational leaders. The educational leader provides professional leadership across the district and also across the community. This responsibility requires the leader to maintain standards of exemplary professional conduct while recognizing that his or her actions will be viewed and appraised by the community, professional associates and students. The educational leader acknowledges that he or she serves the schools and community by providing equal educational opportunities to each and every child. The work of the leader must emphasize accountability and results, increased student achievement, and high expectations for each and every student. To these ends, the educational leader subscribes to the following statements of standards:

The educational leader:

1. Makes the education and well-being of students the fundamental value of all decision making.
2. Fulfills all professional duties with honesty and integrity and always acts in a trustworthy and responsible manner.
3. Supports the principle of due process and protects the civil and human rights of all individuals.
4. Implements local, state and national laws.
5. Advises the school board and implements the board’s policies and administrative rules and regulations.

6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals or that are not in the best interest of children.
7. Avoids using his or her position for personal gain through political, social, religious, economic, or other influences.
8. Accepts academic degrees or professional certification only from accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release or dissolution mutually agreed upon by all parties.
11. Accepts responsibility and accountability for one’s own actions and behaviors.”

