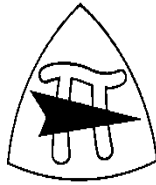


CONTRACT

2025-2026

**TUMWATER
EDUCATION
ASSOCIATION**



**TUMWATER
SCHOOL
DISTRICT #33**



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TUMWATER SCHOOL DISTRICT NO. 33
AND
TUMWATER EDUCATION ASSOCIATION

September 1, 2025 through August 31, 2026

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PREAMBLE—A PARTNERSHIP FOR QUALITY EDUCATION

The Tumwater Education Association and the Tumwater School District share the goal of quality education in Tumwater. We are committed, both as organizations and as individuals within those organizations, to strive for a working relationship focused on providing the best possible learning environment for students. We are further committed to building an ongoing partnership anchored in our joint advocacy for students and for public education, a partnership that will continue beyond the tenure of those currently in leadership in our respective organizations. We believe such a partnership is strongest when based upon mutual trust and respect, shared beliefs, and a commitment to making that partnership work. We also believe such partnerships among all stakeholders in Tumwater's public schools, including parents and guardians, support staff, administrators, community members, and students, can provide a strong basis for improving public education. Finally, we agree to work together to further integrate these shared beliefs, commitments, and practices throughout this collective bargaining agreement.

ARTICLE 1 – SITE-BASED DECISION-MAKING

A. **Site-Based Decision-Making Definition.**

The Association and District share the goal of quality learning in a caring and equitable environment. As a means of achieving that goal, the parties agree to the process of site-based decision-making.

The purposes of site-based decision-making are to place decision-making close to the instructional delivery system and to increase each site's flexibility to respond to the needs of its own communities, the changing educational environment, and the district strategic plan. These changes give site members more decision-making authority but, at the same time, place more accountability for results at the site. Site-based decision-making can also give site members more latitude at their own site.

Site-based decision-making does not mean an abdication of authority and responsibility at the district level. The District office will still provide strategic direction and beliefs, coordinate efforts across sites, evaluate the effectiveness of individual sites, and be a source of expertise and support. The relationship between the site members and district office is dependent upon collaboration and mutual influence.

Site-based decision-making is a joint planning and problem-solving process that incorporates the following elements:

1. Responds to diverse educational needs, with particular focus on racial and social justice.
2. Departs from traditional management practices
3. Shifts decision-making from a centralized process to a shared process involving certificated staff, classified staff, administrators, community and parents, and students, where appropriate
4. Requires time, commitment, and trust
5. Empowers educational employees and increases the involvement of all staff in the educational process
6. Reaches the goal of improved achievement and instruction

B. Site-Based Decision-Making Operating Principles.

Site decisions shall be made in accordance with the following operating principles:

1. All decisions will comply with board policies, state laws, or any of the collective bargaining agreements that affect staff members.
2. Decisions will be made with the involvement of community members and parents, the district office through site partners, the school board, the unions, and students.
3. Decisions will bring sites closer to achieving district-wide strategic outcomes and will move the site toward improved student learning, with a particular focus on traditionally marginalized student populations.
4. Decisions will bring collective responsibility and accountability through the site team process and team structures.
5. Decisions will include an evaluation component that reviews the effectiveness of:
 - a. the process through which the decision was made and
 - b. the product--the results of the decision.
6. All decisions will be made collectively, without the ability of any individual to veto a site decision.
7. 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.
8. 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.

C. Expectations Checklist for Site Planning – The Process.

Every site will create a plan for the year. In order to assure greater success in creating and implementing this plan, each site will incorporate steps 1 through 16:

1. Develop and/or review operating principles for working together at the site
2. Identify major areas of decision-making at each site and establish the structures and processes for making those decisions
3. Move the site toward improved learning and teaching
4. Incorporate the operating principles for site-based decision-making
5. Identify needs, including the site's staff development needs
6. Prioritize needs
7. Set site goals
8. Create a written site plan and a schedule to implement the plan (can be multi-year)
9. Allocate resources according to identified priorities
10. Devise a process to report site team activities regularly to the entire site
11. Devise a process to evaluate the plan, including:
 - a. The product--the results of the plan
 - b. The process used to create and implement the plan
12. Continue to define and clarify the relationship between the site team and other leadership/governance structures at the site.
13. Develop and expand leadership opportunities within the total school community.
14. Increase access and involvement by the total school community, including students, parents and community members.
15. Develop and implement an ongoing strategy to effectively assess and work to improve staff, parent, and student satisfaction with the learning environment and working climate at each site.
16. Participate in other activities mutually agreed upon by the District and the Association.

D. Site Planning – The Product.

In addition to regular site planning, each site is strongly encouraged to undertake the following:

1. Develop creative internal strategies and/or recommendations to the Article 2 Group, or an ad hoc staffing advisory committee appointed by the Article 2 Group, to respond effectively to staffing and class size issues.
2. Develop an effective strategy for identifying and meeting staff development needs at the site.
3. Create a plan to generate additional planning/thinking time.
4. Generate plans to access additional resources to assist teachers working with special needs students.

E. Site Team/Leadership Funding.

In recognition of both parties' joint commitment to site-based decision making, funding will be provided for site teams at the following levels. Sites may determine the number of site team members and the actual amount of compensation provided each member. Sites wishing to supplement site team funds from the building budget, or wishing to use time-sheets instead of stipends as the manner of payment to site team members, may do so. Unused funds will rollover to the Article 2 committee at the end of each school year; provided that the total funds accumulated in the Article 2 fund shall not exceed \$40,000 in any given year

Elementary schools (6)	\$7500
Middle Schools	\$7500
Tumwater High School	\$9500
A.G. West Black Hills High School	\$9500
Cascadia High School	\$5000

Each site needs to continue to define and clarify the relationship between the site team and other leadership/governance structures at the site. Funding currently designated for department heads will continue, but the site and individual departments need to examine the evolving roles of department heads and department members and determine the best use of resources to achieve improved teaching and learning.

F. Communication Among Site Teams.

The Article 2 Group will explore possible structures and/or processes for ensuring district-wide communication among building-based site teams.

ARTICLE 2 -- AGREEMENT ADMINISTRATION AND PARTNERSHIP-BUILDING

A. **Article 2 Group Defined.**

A joint Association-District committee known as the Article 2 Group will consist of District representatives chosen and designated by the District, and Association representatives chosen and designated by the Association. The Article 2 group shall meet at least monthly (exclusive of summer) during each year of this Agreement to review and discuss current school issues and practices in the district and the administration of this Agreement, including its commitment to building a strong partnership to achieve our shared goal of quality education in Tumwater.

B. **Issues of Contractual Significance.**

The Article 2 Group will also have the responsibility of addressing issues with contractual significance. The Article 2 Group may choose to process these issues itself, or to delegate them to such ad hoc groups as it deems appropriate. It shall be the responsibility of the Article 2 Group to ensure that such items are accompanied by a clear charge regarding what kind of product or solution is being sought, what kind of process will be used to get there (including timeline), and what kind of decision making will be necessary for final approval. Issues referred to the Article 2 Group may result in Letters of Agreement and/or new contract language.

C. **Relationship-Building between District and Association Leadership.**

The Association and the District agree that talking and working together is often the key to improved working relationships. As tangible evidence of our mutual commitment to improving teaching and learning in Tumwater, each group agrees to work toward providing the other with greater access to their respective leadership groups and, as a first step, to be receptive to requests to appear in person before those groups. Both parties believe that we must work to build authentic relationships between Tumwater Education Association leadership and Tumwater School District administrative staff if we are to achieve the benefits of a genuine partnership in Tumwater, and if we are to move toward joint administration of the Agreement at all sites.

D. **Association Representatives on District Committees.**

In order to more effectively build an ongoing partnership anchored in our joint advocacy for students and for public education, the Association shall be able to appoint representatives to each major district committee involved in efforts which affect the quality of education in Tumwater. These representatives shall be chosen and designated as follows:

1. District Budget Advisory committee, three (3) representatives
2. District Safety Committee, one (1) representative
3. Student Behavior/Mental Health Support Committee, three (3) representatives
4. Student Learning Coordinating Committee, one (1) representative

Other committees as mutually agreed upon by the District and the Association.

E. Article 2 Resource Pool.

The Article 2 Group shall have available a shared resource of \$9,000 to use as mutually agreed to support our joint efforts to improve partnerships, and teaching and learning, in Tumwater School District. Rate of payment for activities funded through this pool will be determined as mutually agreed by the Article 2 Group.

Possible uses of this resource pool could include:

1. Supplementing site planning resources or staff development funds on a case-by-case basis.
2. Providing release time for staff to support problem-solving activities.
3. Providing release time for staff to support activities aimed at improving working relations among staff, parents, and community members.
4. Providing release time for staff to visit other sites and other districts, or to attend conferences and similar activities.

The disposition of unused funds from the Article 2 resource pool at the end of the year will be determined by the Article 2 Group. If the Article 2 Group cannot agree on an alternative disposition of these funds, they will be distributed on a per-student basis to sites for site-based priorities.

F. Site Team Coordinating Council.

The Association and the District agree to evaluate the function, role, structure, and effectiveness of the Site Team Coordinating Council as part of a joint effort to develop a structure and/or process to ensure continued progress toward improved teaching and learning in Tumwater. This will be done in part to determine whether to continue such a district-wide structure as the STCC, and if so, in what form it should continue. This evaluation will be overseen by the Article 2 Group.

G. Information and Reports.

Any information or reports necessary to support District/Association topic discussions at Article 2 will be mutually identified by the Article 2 Group in ample time for preparation of the information or reports.

H. Resource Review.

In order to implement this Agreement, the District and the Association have agreed to continue or establish a variety of contractual resources (see list below). The parties further agree to undertake an annual review of the utilization of these resources in order to continually improve both the efficiency of and the value derived from their use. The District and the Association agree that if there are major reductions or increases in state funding during the life of this Agreement, the District and the Association will meet and confer regarding the use of contractual resources.

1. Site Team/Leadership Funding (Article 1)
2. Article 2 Resource Pool (Article 2)

3. Staff Development Funds (Article 22)
4. Opening Day (Article 25 and Article 35)
5. Professional Growth Option Initial Year Payment (Article 32)
6. Professional Days, SELF-Directed and SITE-Directed (Article 35)
7. Early-Release Days (Article 25)
8. Career Enhancement Pool (Article 36)
9. Elementary and Secondary Triggered Resources (Article 37)
10. Professional Judgment Resources (Article 37)
11. Site-Level Special Education Resources (Article 38)
12. Collaboration Funds (Article 38)
13. Elementary Allotment for Teaching Supplies/Materials (Article 41)
14. Co-Curricular Program, including Co-Curricular Base Salary and Elementary Activity Stipends (Article 43)
15. Supplemental Contract Schedule for Stipends and Extended Days (Appendix)

ARTICLE 3 – EXCLUSIVE RECOGNITION, INCLUDING LONG-TERM SUBSTITUTES

A. **Employee Defined.**

The term "employee" when used throughout this Agreement shall refer to all professional certificated employees represented by the Association in the Bargaining unit as defined below.

B. **Bargaining Unit Defined and Exclusive Bargaining Rights Recognized.**

The Board of Directors of the Tumwater School District No. 33, hereafter referred to as the District, recognizes the Tumwater Education Association, hereafter referred to as the Association, as the exclusive bargaining representative for the following groups of certificated employees; and agrees not to negotiate with or recognize on behalf of these employees any employee organization other than the Tumwater Education Association for the duration of this Agreement.

1. Employees under individual employment contracts with the District.
2. Employees in leave status.
3. Non-continuing leave replacement employees hired to replace any employee under individual contract who is on unpaid leave or sabbatical for a specified length of time, or to replace any employee released from all or a portion of their work assignment to serve as a TEA officer. All non-continuing leave replacement employees shall be members of the bargaining unit and shall be paid according to their placement on the District's salary schedule.
4. **Long-Term Substitutes.**

Long-term substitute employees shall be defined as those employed in a position within the Association bargaining unit for twenty (20) or more consecutive days employment in the same assignment in a twelve-month period ending in the current or immediately preceding work year, or as substitutes working thirty (30) or more days in any school year, or as otherwise directed by PERC.

5. **Payment for Substitutes.**

The daily rate of pay for substitute teachers shall be equal to the rate set by the ESD 113 Substitute Cooperative not to be less than \$200 per full day. After twenty consecutive days in any assignment or thirty non-consecutive days, long-term substitutes shall be paid at a daily rate not less than 15% above the base substitute rate paid by ESD 113.

C. Supplemental Pay for Long-Term Substitutes.

Long-term substitutes shall submit timesheets and be paid at the curriculum rate for work performed outside their work-day for which the employee being replaced would have received supplemental pay, and for which they have received prior approval by their principal or administrator. Long-term substitutes shall be entitled to coverage pay when they provide substitute coverage during their regularly scheduled planning time.

D. Contractual Coverage for Long-Term Substitutes.

Long-term substitute employees referred to above shall be covered by the following Articles of this Agreement: Articles 10, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 28, 31, 37, 38, 39, 43. Such substitute employees shall also have access to the problem-solving process through Article 2. All other articles and provisions shall be excluded.

E. Exclusions from Bargaining Unit.

The following Tumwater School District employees are excluded from representation under this Agreement: the Superintendent; Assistant Superintendents; Executive Director of Finance, Supervisor of Secondary Education; Supervisor of Elementary Education; Executive Director of Special Services; Executive Director of Human Resources; Principals; Assistant Principals; other District Office Administrators; Dean; classified staff and casual employees.

F. Casual Employee Defined.

The term "casual employee" shall refer to those individuals employed in a position within the Association bargaining unit for less than twenty (20) consecutive days employment with the district in the same assignment, or for less than thirty (30) non-consecutive days in the district in a twelve-month period ending in the current or immediately preceding work year, or as otherwise directed by PERC. Casual employees shall be paid at the substitute rate as long as they do not meet the requirements for long-term status.

ARTICLE 4 -- CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of the Agreement shall continue in full force and effect. Any provisions of this Agreement which are contrary to law but become legal during the life of this Agreement shall take immediate effect upon the enactment of such legislation.

ARTICLE 5 -- DISTRIBUTION OF AGREEMENT

Within thirty (30) calendar days after the ratification and signing of this Agreement, the District shall post the collective bargaining agreement via the District's website. Employees shall have access to this Agreement via the District's website at www.tumwater.k12.wa.us.

The Association and District will print needed copies at their own costs.

ARTICLE 6 -- INDIVIDUAL EMPLOYMENT CONTRACTS

A. **Employee Contracts.**

There shall be an employee contract for regular assignments requiring a Washington State teaching certificate in conformity with Washington State law and policies, rules and regulations of the District and State Board of Education, and this Agreement.

B. **Supplemental Contracts.**

There shall be a supplemental contract for specified co-curricular and special assignments requiring a Washington State teaching certificate, which shall not exceed one (1) year and shall be in accordance with statutory provisions.

C. **Summer Employment Assignment.**

1. Available summer certificated professional employment in the District shall be assigned in accordance with the following priorities listed:
 - a. Employees who have developed or are working during the year in the specified program;
 - b. Employees from within the District;
 - c. Other employees who are considered qualified for the project by the District and/or the Association and/or as dictated by the Federal program(s).
2. Employees performing summer instructional work for the District shall be compensated at no less than their true per diem rate based on their current contract, or the rate contained in the Appendix, whichever is greater and will be allotted paid planning time for instruction. Employees will be provided planning time prior to the first student contact day of summer school depending on program need.
3. Summer school classes shall have a maximum of twenty-eight (28) students per class for basic education and twenty-four (24) for career and technical education.

D. **Extended Compensation.**

Extended compensation will not be considered part of said contract determining the true per diem rate.

E. **Periodic Review of Co-Curricular Positions.**

Upon the request of either party, the District and the Association will review the entire school district's special and co-curricular program positions requiring a teaching certificate and represented by T.E.A. This review shall be completed by June 1 and may determine the extent of the program and the number of activities to be included the following year. When a program is to be eliminated for the following year, those affected will be notified by letter no later than June 15.

F. **Non-Renewal Notification.**

In the event that an employee is appointed to a supplemental, special, or co-curricular contract for a position covered by this collective bargaining agreement, and such contract is terminated or eliminated for the following year, the employee shall be notified in writing by June 15, along with the specific reason(s) for such non-renewal.

G. Curriculum Rate of Pay.

1. The Curriculum Rate of Pay shall be tied to the salary schedule base.
2. Employees hired under supplemental contracts for professional curriculum development, committee work and/or related in-service, shall be paid an hourly rate equal to .001 of the salary schedule base (see Appendix) for time reported. Instructional time shall be paid at the employee's per diem hourly rate, while an agreed-upon amount of preparation time will be paid at the curriculum rate. The amount of preparation time may vary according to the assignment/task to be performed.

H. Per Diem Rate of Pay.

An employee's per diem rate of pay shall be calculated by dividing their base salary by 180 days. The employee base salary schedule appears in Appendix A.

I. Compensation for Work outside the Contracted Work-Day.

Employees performing certain work beyond their regular contracted work day shall be compensated at their per diem rate of pay if agreed to by the Article 2 Group. instructional time shall be paid at the employee's hourly per diem rate.

J. Supplemental Employment Opportunities.

Supplemental employment opportunities must be available to employees on an equal opportunity basis. All employees at a site must be made aware of such positions at their site, the qualifications required, and the procedures for applying for them. If no interested or qualified person at a site is available for a supplementary position, then the position will be posted district-wide.

K. College in the Classroom and Advanced Placement.

Employees teaching College in the Classroom classes or Advanced Placement classes shall receive a stipend of two hundred dollars per section per semester.

L. Middle and Secondary Subject Preparations.

Any employee at the middle school and secondary level (6-12) will not be required to accept more than three (3) subject preparations. Those employees who accept an additional subject preparation at the request of an administrator shall be compensated at the rate of six hundred and twenty-five (\$625) per semester for each subject preparation beyond three (3). Advisory/homeroom or any other similar class will not be considered a prep as long as teachers are provided instructional materials in advance, do not have to assign individual grades, and are not required to conduct progress monitoring outside the time period specified for advisory. Advisory materials shall be provided no later than the end of the prior school day.

ARTICLE 7 -- CONTRACTING OUT

- A.** All work customarily performed by the School District in its own facilities with its own employees shall continue to be performed by the District and its employees.
- B.** There shall be no subcontracting for teaching services for the term of the Agreement, and all instructional assignments presently performed shall be performed by employees covered under this Agreement.
- C.** The District shall provide to the Association, and any employee utilizing the services of non-certificated personnel, any information requested by these parties that addresses the rationale for and the nature of the non-certificated personnel agreement.

ARTICLE 8 -- REOPENER CLAUSE

- A.** Any Article(s) of this Agreement may be reopened for negotiations with the mutual consent of both parties. If a request to reopen is made, the parties shall meet within five (5) days of the request to discuss the substance of the request. The District and the Association understand the need to be flexible, and will utilize the Article 2 process to discuss issues and/or modify the contract with letters of agreement as appropriate.

ARTICLE 9 -- MAINTENANCE OF STANDARDS AND MANAGEMENT RIGHTS

The Association recognizes that the Board is legally charged with the responsibility for the operation of the School District and that the Board has authority necessary to discharge that responsibility pursuant to the provisions of statute, State and Federal Constitutions and this Agreement; therefore, all rights not clearly relinquished herein by the District are reserved to the District; however, terms and conditions of employment will not be altered without prior negotiations with the Association.

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which are contrary to, or inconsistent with, its terms.

ARTICLE 10 -- PAYROLL DEDUCTIONS AND MEMBERSHIP CANCELLATION

A. Deductions.

Deductions will be made from employees' warrants according to governing laws (retirement, OASI, Federal Income Tax) and, when requested by the individual, for those programs made available to employees in this Agreement and authorized by the Board of Directors, including, but not limited to, medical, salary protection, credit union, professional dues and representation fees, and Retired Association dues (WEA-Retired and NEA-Retired).

B. Deduction of Association Membership Dues.

1. Within ten (10) days of the commencement of employment, any employee who is a member of the Association, or who has applied for membership, shall sign and deliver a dues deduction authorization form to the District. Such membership authorization shall continue in effect from year to year.
2. The District shall submit a copy of each signed authorization form to the Association for processing.
3. The deduction authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated based on their daily FTE. The Board agrees promptly to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided to the Association and will reflect any changes in said list due to employees entering or leaving the employ of the District.

C. Indemnification.

The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or by reason of the District's proper compliance with the terms of this Article.

D. Membership Cancellation

1. Any bargaining unit member who wishes to cancel Association membership shall do so by notifying the Washington Education Association, in writing, according to guidelines established in Association bylaws.
2. The responsibility rests with the Association to submit to the District office all notices of cancellation, in writing, in a timely fashion.

ARTICLE 11 -- OTHER DEDUCTIONS

- A. Upon appropriate written authorization from an employee, the Board shall deduct from the salary of any employee and make appropriate remittance for WEA-PAC, NEA-PAC, annuities, United Way, WEA-Retired, NEA-Retired, or any other plans or programs jointly agreed to by the Association and the Board.
- B. Deductions will be made monthly over the remainder of the year or, when appropriate, prorated over the remainder of the year.

ARTICLE 12 -- ASSOCIATION RIGHTS

- A. **Use of District Buildings.**
The Association, and its representatives, shall have the right to schedule the use of District buildings for meetings and to transact Association business therein, provided such buildings are not otherwise in use. Such scheduling must be done with the prior approval of the appropriate building administration.
- B. **Use of Bulletin Boards in Faculty Lounges.**
The Association shall have the exclusive right to post notices of the Association's activities and business matters on bulletin boards within each faculty lounge of each building in the District.
- C. **Use of District Communication Resources.**
The Association shall have the right to use the District mail service and staff mailboxes, and electronic media for communication purposes.
- D. **Leadership Visitation with Members.**
In the conduct of legitimate business of the Association, its current President and Chief Negotiator may visit with teachers from time to time. The Board, therefore, acknowledges that such visitations shall be permitted provided that no disruption of the teaching program occurs and that building principals have been notified of out-of-building visitations which occur during the workday.
- E. **No Loss of Pay.**
Representatives duly authorized by the Association who are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings shall suffer no loss of pay.
- F. **New Employees.**
The District shall provide to the Association an updated list of new employees monthly, including an indication of their FTE, location, and whether they are on a continuing contract or a leave-replacement contract. A list of leave-replacements based on a pool concept will be made available to the Association. The District shall provide no less than thirty minutes of paid time at every group new hire orientation for the Association to meet with new employees. For employees hired after the first contracted work day, the district shall provide this time within ten (10) days of the

employee's first contracted day, and will provide these employees with the name and email address of the Association President.

G. Notice of the Hiring of Long-Term 20-Day Substitutes.

The District shall provide to the Association notification of the hiring of any Long-Term 20-Day Substitutes as defined in Article 3.B.4., including an indication of their FTE, location, hiring date, start date for time and one-half pay, and the employee they are replacing. Once the decision of the status of a substitute is made, the site administrator shall notify the Human Resources Administrator, who in turn shall notify the Association President. A copy of the notification also shall be provided to the Long-Term Substitute employee.

H. Notice of the Hiring of Long-Term 30-Day Substitutes.

The District also shall provide the Association with monthly notification of any Long-Term 30-Day Substitutes as defined in Article 3.B.5.

I. Annual Notice of Sick Leave and Other Leaves.

As of July 1, a list to include the end of the year summary of sick leave, substitute employees and leaves charged to the District shall be provided to the Association.

J. Association Rights Recognized as Exclusive.

The Association rights granted in this Article shall not be extended to any other individual or organization which seeks to represent employees subject to this contract regarding wages, hours and other conditions of employment.

ARTICLE 13 -- RIGHT TO JOIN AND SUPPORT ASSOCIATION

The Board hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the State of Washington, the Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred or protected by the statutes and constitutions of the State of Washington and the United States; that it will not discriminate against any employee with respect to any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association, participation in any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

ARTICLE 14 -- PERSONAL FREEDOM

- A. The private life of an employee shall not be the basis for any disciplinary action or investigation unless it impacts the employee's work or fitness for duty.
- B. Employees will be entitled to full rights of citizenship at all times. No religious or political activities of any employee outside of class time, or the lack thereof, shall be grounds for any discipline or discrimination, or change to working conditions with respect to the employment of such employee.

ARTICLE 15 -- NON-DISCRIMINATION

The Board and Association shall provide equal employment opportunity and treatment for all applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training. Such equal employment opportunity shall be provided without discrimination with respect to race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation including gender expression or identity, marital status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

ARTICLE 16 -- ACADEMIC FREEDOM

A. Academic Freedom.

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning humankind global society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility. The District will respect employees' right to express their support for causes that are inclusive of traditionally marginalized students. It is acknowledged that the District may take reasonable steps to limit expression in the workplace that becomes a disruption to the educational environment.

B. Professional Responsibility.

These responsibilities include a commitment to democratic tradition; a concern for the welfare, growth and development of children; and an insistence upon objective scholarship.

C. Use of Mechanical or Electronic Devices within a Classroom or Work Area.

Video/audio recording may be conducted at the request of the District or bargaining unit employees in order to meet student academic and social needs.

Administrative approval of such a request shall be granted before the requested video/audio recording can be conducted.

Requests by parties other than the affected employee(s) shall be submitted on a Video/Audio Recording Request Form at a meeting with the affected employee(s). [See Appendix]

The Video/Audio Recording Request Form shall be used to:

Facilitate the request process;

Ensure administrative approval of the request; and

Provide a minimum notice of five (5) work-days to permit the affected employee(s), including Long-Term Substitutes as defined in Article 3, to consult with the Association President prior to any video/audio recording being conducted.

Universal safeguards shall apply to all employees covered by this Agreement, including Long-Term Substitutes as defined in Article 3, and shall include the following:

Employees covered by this Agreement, including Long-Term Substitutes as defined in Article 3, shall have the right to step outside the classroom or work area while video/audio recording is conducted. Employees shall experience no negative repercussions for exercising this right.

- a. Video/audio recording may not be used for evaluation or disciplinary purposes.
- b. Video/audio recording shall not be done without the knowledge of the affected employee(s), or for monitoring or recording purposes.
- c. No recording device shall be installed in any classroom or work area on District premises, or brought in on a temporary basis, without a request being submitted on a Video/Audio Recording Request Form. The intercom system shall not be used to monitor a classroom or work area without the permission of all employees in that area. The District will communicate to employees when installing security cameras

in schools and upon request of the Association President, do an annual review for staff at each facility of all camera locations, inside and outside the facility.

Electronic discovery and/or monitoring of employees may be used only to investigate facts directly related to a specific complaint against an employee as further described in this paragraph. Electronic discovery and/or monitoring may be used only retrospectively to investigate the accuracy of a complaint or allegation, or to confirm or refute a defense against such a complaint or allegation. Prior to any such use of electronic discovery the employer shall provide notice to the individual employee.

Non-District employees or parties, including parents, may request video/audio recording of an employee's classroom or work area if done through the IEP process with the concurrence of the IEP team.

D. Procedures for Handling Concerns about Specific Instructional Materials.

Concerns about specific instructional materials will be handled according to District Policy and Procedures 2020/2020P. However, after a building administrator has attempted to resolve a conflict over materials but before the matter is referred to the Superintendent's designee, the employee shall have the right to have such materials reviewed by the Site Team which shall attempt to resolve the concern.

ARTICLE 17 -- DUE PROCESS

A. **Just Cause and Progressive Discipline.**

Seven Tests of Just Cause Appendix: see Appendix

No employee shall be reprimanded, disciplined, adversely affected or deprived of any professional advantage without just cause. It is expressly understood that the District will follow a policy of progressive discipline.

Prior to issuing discipline, non-disciplinary, documented verbal warnings and Letters of Direction may be issued. Documentation of a verbal warning will be limited in description, but will serve to verify the date and nature of the event, and the conversation which occurred between the employee and supervisor.

The District may issue a Letter of Direction to an employee where appropriate. The Letter of Direction shall guide and advise the employee on future conduct, be non-disciplinary in nature, contain no findings of wrong-doing on the part of the employee, and will not include a suggestion that future acts of a similar nature will be disciplinary.

Employees may have Association representation during a verbal warning conversation, as well as when receiving a Letter of Direction. Documentation of a verbal warning and a Letter of Direction may be placed in a building level administrative working file with the employees' knowledge of such placement, indicated by the employees' signature and a time/date stamp.

Discipline shall include: (1) written warning(s), (2) Letter(s) of Reprimand, (3) suspension(s), and (4) discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

B. **Written Explanation of Disciplinary Action.**

All information forming the basis for any disciplinary action shall be made available to the employee and the Association upon request. All specific grounds forming the basis for disciplinary action shall be in writing.

C. **Limitations Upon Future Application of Disciplinary Notices.**

No disciplinary notices more than one (1) year old shall be applied toward future disciplinary actions unless the same offense was committed during the one (1) year period of time.

D. **Disciplinary Notice Follow-Up.**

If an employee receives a disciplinary notice and if such employee goes for one (1) year without further discipline, they shall be furnished a follow-up notice to this effect with a copy of such follow-up notice placed in the employee's personnel file.

E. **Limitations Upon Use of Complaints.**

Any complaint made against an employee or person for whom the employee is administratively responsible by any parent, student or other person, and not called promptly to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

F. **Employee Notification of and Right to Representation.**

An employee shall be entitled to have present a representative of the Association during any potential disciplinary action or during any investigatory meeting that the employee reasonably believes could lead to disciplinary action. When a request for

such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the contract prior to the action being taken.

G. Procedures Involving Allegations of Misconduct.

If a situation arises where an employee is to be confronted with alleged misconduct, the TEA President will be notified of the impending investigatory meeting so that representation will be available at the employee's option before the meeting takes place. If a substitute is to be brought in due to such allegation, it is imperative that every effort be made to notify the teacher prior to their arrival at school. Both parties agree that the entire matter shall be handled in a confidential manner.

H. Article 2 Review of Due Process.

In the event the District or the Association has some disagreement about how any person(s) has implemented due process or performed under this article, the concern may be discussed at Article 2.

ARTICLE 18 -- PERSONNEL FILE AND INFORMATION REQUESTS

- A. **Employee Rights Regarding Personnel File and Other Administrative Working Files.**
Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the employee. The cost of more than ten (10) copies shall be paid by the employee at the current rate. Any building level administrative working file(s) shall be available for inspection on the employee's request. Contents of any working files may be viewed by the supervisor and employee upon the request of the employee.
- B. **Employee Right to Have a Witness Present.**
Anyone, at the employee's request, may be present at the reviews described in paragraph A.
- C. **Personnel File Contents.**
Each employee's personnel file shall contain the following minimum items of information: Required medical information, all employee's evaluation reports, copies of annual contracts, teaching certificates and transcripts of academic records.
- D. **Employee Rights Regarding Placement in Personnel File of Derogatory Materials.**
No evaluation, correspondence, or other material making derogatory reference to an employee's, or former employee's competence, character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach the employee's own comments.
- E. **Employee Rights Regarding Placement in Personnel File of Derogatory Materials from Non-Professional Sources.**
Derogatory statements from non-professional sources shall not be included in any file, except in such cases where the employee has been notified that such material is intended to be used as the basis for a subsequent discipline action. That material may be included within a separate, temporary case or building level administrative working file until the end of the school year.
- F. **Verification of Contents of Personnel File.**
Upon request by the employee, the Superintendent or their official designee shall sign to verify contents.
- G. **Employee Information Concerns.**
Any concerns regarding the management or storage of information about any employee(s) may be presented for discussion at Article 2.
- H. **Requests for Information on Bargaining Unit Members**
The District shall notify certificated employees of any public information request received for the employee's personnel information or if an employee is named or specifically identified in the request. Consistent with the law, the District will provide at least ten (10) calendar days from the date of notice prior to releasing the records.

Notification shall include who is making the request (if known), the nature of the records, and the purpose (if known).

ARTICLE 19 – ASSOCIATION PRESIDENT’S/ASSOCIATION REPRESENTATIVE’S RELEASE

A. Association-Provided Release for the President and/or Association Representative.

The President of the Association and one Association Representative (Rep) shall, upon request of the Association, be granted a leave of absence with pay for up to three-fifths of her/his work week (0.6 FTE), unless otherwise authorized, and reimbursed by the Tumwater Education Association. This leave shall be extended on an annual basis as authorized by the Tumwater Education Association. The Association President, and/or Rep, shall receive a prorated planning period based on their non-released FTE.

(It is understood that the Association Representative will serve in a position within the larger Association (i.e., WEA Chinook, WEA, or NEA) and could simultaneously serve as the TEA President.)

B. President’s/Rep’s Protected Rights during Release.

During such leave, the President and Rep shall accrue full seniority, salary increments, leave allocations, and insurance and other benefits. The President and Rep shall further accrue full retirement credit as allowed by the Teachers Retirement System (TRS). The President and Rep shall continue to receive full service credit and shall retain full seniority rights during the period of leave.

C. Notice to District of Presidential/Representative Selection.

The Association shall notify the District promptly once a President and Rep have been selected for the upcoming school year. That portion of the President's contracted position covered by this leave shall be treated as a non-continuing leave-replacement position.

D. Rights of President/Rep Upon Completion of Release.

Upon completion of such leave, the President and Rep shall be assigned to a position that is the same or similar to the position previously held.

E. Configuration of President’s Actual Work-Day.

By June 1 of each year, the Association and the District shall agree through the Article 2 process on the configuration of the President’s and Rep’s actual work-day for the upcoming school year.

F. Reimbursement to the District.

The Association shall reimburse the District on a quarterly basis based on up to 0.6 FTE of the combined salary and benefits specified in the first cell of the MA column of the current salary schedule (see Appendix A), unless authorized otherwise pursuant to Article 19.A.

G. Hold Harmless Clause.

The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this Article.

ARTICLE 20 -- HOLD HARMLESS

A. **Employee Protection from Work-Related Claims.**

The District shall hold harmless and employees from any and all claims for damages caused or alleged to have been caused in whole or in part by employees while acting within the scope of their job duties.

B. **Reporting Employee Injury.**

Any employee incurring injury during the course of job responsibility shall report the extent of the accident or injury to his or her immediate supervisor at the earliest opportunity. The school district will assume responsibility for injury to an employee as outlined in the District's liability insurance policy or by the Department of Labor and Industries (State Industrial Insurance).

C. **Personal Property Insurance.**

The District shall provide insurance coverage for loss of or damage to personal property of school employees while such employees are engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof, when that is deemed necessary by such employee. The damage or loss must have occurred on school property. The limit of liability shall be \$1,000 per employee for each claim. In order to be eligible for this insurance coverage, the employee must register the item. Personal cell phones, purses, wallets and similar items required for daily use do not need to be registered. All other items must be registered including personal laptops and tablets.

D. **Personal Property Inventory.**

Employee personal property coverage shall be provided for the purpose of covering loss or damage to employees' personal equipment or property; provided employees submit to the Principal an inventory of equipment which they have on school property in order for it to be covered by this insurance. Information to be submitted must include the general description or name of the equipment, brand name, serial number, date purchased perceived value and duration or length of time it shall be used on school district premises. If the District will not provide this coverage to specified property, the employee requesting coverage shall be so informed. The limit of liability shall be \$500.00 per employee with a \$10.00 deductible per claim for loss or damage.

E. **Term of Insurance Coverage.**

The parties agree that the insurance coverage is now in effect to comply with the requirements of this Article, and the District agrees to maintain this coverage during the term of this Agreement.

ARTICLE 21 -- TEACHING HOURS - LENGTH OF WORKDAY

A. Normal Work Day Defined.

The normal day for an employee shall not exceed seven and one-half (7-1/2) hours.

B. Regular School Day Defined.

The time between the beginning of the first class of the day to the end of the last class of the day shall constitute a regular student contact day. The total length of the regular school day shall not exceed six and one-half (6-1/2) hours. This time shall have included within it a continuous thirty (30) minute duty-free lunch period. Certificated employees will begin their duties not less than thirty (30) minutes before the regular student day or scheduled shift begins and will continue not less than thirty (30) minutes after the regular student day ends, provided the minimum day, including a continuous thirty (30) minute duty-free lunch period, will be seven and one-half (7 1/2) hours. In addition, employees teaching in the elementary positions shall be provided two (2) fifteen (15) minute relief periods each day, one occurring during mid-morning and the other occurring during mid-afternoon. All components of time above shall be prorated by FTE for any less than full time employee.

C. Planning Time.

1. Each employee shall be provided with planning time. This time will not be unreasonably interrupted. Reasonable interruption shall consist of parent, student, staff or evaluation conferences and will be scheduled in advance when possible.
2. Part-time employees' planning period shall be prorated by FTE.
3. Through the Article 2 process, the District and the Association agree to discuss the needs for planning time and explore options for providing assistance.
4. Planning time and duty-free lunch will be provided on days with fieldtrips on or off campus that are not employee-initiated.

D. Secondary Planning.

Full time employees teaching in grade 6 through grade 12 positions shall have a continuous planning period equal to the regular scheduled period during a regular normal work-day.

E. Elementary Planning.

1. Each full-time employee will have a minimum of 200 minutes per 5-day week for planning time. This planning time shall be scheduled within the student day in blocks of not less than forty (40) minutes per day.
2. On Academic Collaboration Time (ACT) days, planning time will be provided to all employees and shall be scheduled within the student day in blocks of not less than twenty-five (25) minutes per day. 200 minutes of planning time for the week, per Article 21 Section E.1 shall remain. The majority of ACT time will be allocated to Professional Learning Community (PLC) time.

3. On other reduced schedule days (including, but not limited to, conference days, late starts, non-ACT early release), site teams will develop adjusted schedules.

F. Covering Another Class.

The practice of using classroom teachers and specialists as substitutes shall be discouraged. When an employee is requested or required to cover a class during their planning period or takes an additional full class during the time that they are already teaching a class, they shall be reimbursed at their per diem rate of pay prorated to reflect the actual amount of time thus spent. If two/three teachers split a full classroom they will each receive half/third the amount of time thus spent. Authorization for class covering shall be made by the building principal. Principals will collaborate with staff within each building to develop a plan for class coverage, to include a visible rotating schedule for coverage. Employees wishing to volunteer to provide class coverage shall notify the building administrator or designee at the beginning of the contract day.

Reimbursement for class covering shall come from a District budget line item, and compensation for class covering shall be made the following month.

The class coveree (person leaving for a short period of time) shall not have any reprisals either in reduction of leaves and/or remuneration, once the class covering authorization has been granted. Arrangements for class covering may be made between teachers with prior approval of building principal.

In the event a specialist or other employee who does not have a regularly assigned class (for ex. Counselors) is assigned to provide substitute coverage, the employee will receive half or full-day substitute pay, as applicable, in addition to their regular pay.

When a teacher has a paraeducator assigned to the classroom, the paraeducator will not be reassigned to provide substitute coverage except in unusual and specific circumstances. The District will make every effort not to pull special education paraeducators.

G. Article 2 Problem-Solving Process.

The District and the Association agree to explore concepts through the Article 2 problem-solving process that address planning time for elementary teachers, preparation for explanatories at the middle school level, pay equity issues and travel status issues for elementary specialists, and the option of relinquishing a planning period in order to teach another section at the secondary level.

H. WA Kids

In order to support kindergarten teachers implementing required WA Kids testing, the District agrees to provide the following supports:

1. Teachers may use TS Gold reports as progress reports at conferences.
2. Two paid or release days dedicated to data analysis and implementation.
3. ACT PLC time in October for WA Kids implementation, not including District/Building ACT.

4. Use of WA Kids data for TPEP student growth goals.
5. Utilize Strong Start days at the beginning of the school year for parent/ family conferences.
6. Offer professional development for WA Kids use and implementation.
7. Any other supports requested by the teacher and agreed upon by the District

ARTICLE 22 - STAFF DEVELOPMENT

A. **Staff Development Allocation.**

The parties agree that improving one's professional ability is a part of our regular work. In order to reinforce this belief, the following amounts of staff development funds will be allocated each year to the sites on a per-staff FTE basis, unless agreed otherwise:

\$102,000

\$20,000 of the above staff development funds will be directed by the district to provide staff development opportunities. These development opportunities may include potential clock hours. The Association will have the opportunity to provide input into the selection of this professional development.

B. **Staff Development Options.**

Each site will be able to determine how to use its Staff Development funds. Whenever possible and practical, sites will be encouraged to coordinate their staff development activities in order to maximize efficient use of these resources. Options for use of Staff Development funds may include:

1. Paying registration fees, expenses, and substitute costs so staff can attend workshops, conferences, professional meetings, and training;
2. Bringing a workshop presenter to the building;
3. Purchasing reference or training materials to enhance staff knowledge and skills; and
4. Paying for substitutes to release employees in Tumwater schools to prepare and make presentations in and out of Tumwater School District as an education professional, or to make professional visitations to other buildings or districts.

C. **Staff Development Carryover.**

The District has a past practice of carrying over unused resources in Staff Development. In the event the District is able and determines that unused Staff Development resources will be carried over, the disposition of such funds will be determined by the Article 2 Group as part of its annual review of contractual resources. If the parties cannot mutually agree on an alternative use for these funds, the District and the Association agree that these resources will be kept at each site to address site-based priorities.

D. **Mentorship Program**

Employees in their first year of practice will be assigned a mentor. Every effort will be made to assign mentors in the same building/work locations. Mentors and mentees shall be paid consistent with the supplemental salary schedule. Mentors will not provide feedback to evaluators except by request of the mentee. Employees who are otherwise assigned mentors in this CBA are not subject to this section. The mentor program will be administered consistent with the requirements of the BEST Program.

ARTICLE 23 -- PAYMENTS AND WARRANTS

- A. The payment of salary for each contract employee shall be according to the terms of the contract and governing laws, and will be made on the last business day of each month. Salary is prorated commensurate with employee FTE.

B. **Employee Basic Salary Schedule**

For the 2025/2026 school year, base salaries will be increased by the implicit price deflator (IPD).

For this year only, each employee will be granted one (1) release day which the employee may schedule with principal approval. The employee may utilize the time at the employee's discretion. If this day is unused, then the employee may cash it out at the long-term substitute rate prior to the end of the 2025-2026 school year.

Steps 15 and 16 MA +90 at statutory maximum. The employee base salary schedule appears in Appendix A-1.1 & A-2.1.

The "BA-0" through "MA+90/Ph.D-0" row in the Appendix will remain on the salary schedule contained in the Appendix, however, will not be used for purposes of salary placement. Employees new to the District, or who were previously hired and are currently at the "0" step, will be moved to the "1" step in the Appendix.

C. **Co-Curricular Salary Schedule:** (See Appendix)

D. **Travel Expense.**

Reimbursement for use of an employee's personal vehicle for District purposes shall be at the State rate or the rate set by Board policy, whichever is higher. Authorization for reimbursement must be approved in advance and must be claimed at the end of the month in which travel was approved.

E. **Education and Experience Credits.**

1. Annual experience increments on the salary schedule shall be granted employees as provided for on the salary schedule and consistent with the 2018 S275 reporting manual and those provisions of Chapter 392-121 WAC that were in effect during the 2018-2019 school year (see Appendix), except as provided otherwise herein. Credits and clock hours which can be used for endorsements or certification shall be recognized for placement on the bargained schedule.
2. In order to provide additional recognition of employee educational credits, the following variations from the S275/WACs shall be recognized:
 - a. All relevant experience, including private and public sector experience outside of education, shall be recognized in accordance with WAC 392-121-264 (f)I for ESAs (OT, PT, SLP, RN, counselors and school psychologists). Beginning September 1, 2021, the District will grant credit for all eligible experience (as defined in the above WAC) without applying the limitations on number of years of experience set forth therein.

- b. Beginning September 1, 2022, the District will accept credit and degree adjustments from any accredited university or college or OSPI approved clock hour provider
3. Every employee shall be properly placed on the salary schedules. Experience and educational increments shall be paid to those employees who have earned additional credits and/or experience for advancement on the salary schedule effective September 1 of each year, provided that transcripts or other documentation must be delivered to the Human Resources Department by October 1. If the District is notified of non-compliance in salary or fringe benefits, the parties will meet to negotiate a solution within ten (10) workdays of said notice.

G. MA90 Experience Education Stipends (formerly called Experience Education Longevity Stipend)

1. Employees placed on a step that exceeds the statutory maximum shall receive an enrichment stipend in an amount equal to the difference, if any, between the statutory maximum and the amount necessary to accomplish the full percentage increase set forth in Article 23, Section B, above.
2. Employees who are eligible for both additional day and the Experience Education Stipends will receive a supplemental contract for the appropriate amount.

H. Salary and Benefits Flow-Through.

The District agrees to “flow-through” any additional funds for certificated employee benefits to bargaining unit members as passed and funded by the Legislature. Salaries shall be as negotiated and shown in Appendix.

I. In-Service Compensation outside the Workday.

The parties agree that employees will be paid at their curriculum rate for in-service training occurring outside the normal work day if the district requires the employee to attend. This would not include in-service trainings employees attend in order to meet other requirements (i.e. certification, licensure).

ARTICLE 24 -- INSURANCE BENEFITS

A. **School Employees Benefit Board (SEBB) Program:**

1. The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance program as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. This Article will be construed consistently with SEBB rules, policies and guidelines related to eligibility and coverage, which are summarized herein. For purposes of benefits provided under the SEBB, school year shall mean September through August.

B. **Benefits provided by the SEBB will include but not be limited to:**

1. Basic Life and accidental death and dismemberment insurance (AD&D)
2. Basic Long-term Disability
3. Vision
4. Dental including orthodontia
5. Medical Plan
6. Medical Flexible Spending Arrangement (MFSA)
7. Dependent Care Assistance Program (DCAP)
8. Health Savings Account (HAS) with a qualifying High Deductible Health Plan (HDHP)

C. **Dependent Coverage for the Purpose of SEBB:**

Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

D. **Eligibility:**

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to

receive the employer contribution toward school employees benefits board (SEBB) insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA.

E. Benefit Enrollment/Start:

1. Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September.
2. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive year, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

F. Continuity of Coverage:

When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

G. Benefit Termination/End:

Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (i.e. the end of the employee work year as it aligns with the student school year in June) the District will for the purposes of SEBB report their resignation as August 31 and continue benefits as such.

H. Employee Wellness:

The district shall provide an Employee Assistance Program. Information on how to access the program and benefits shall be available on the District website and shared with employees at orientation.

ARTICLE 25 -- CALENDARS FOR DISTRICT AND EMPLOYEE BASE CONTRACT YEAR

A. Base Contract Year.

The base contract year for employees covered by this Agreement, unless the parties agree otherwise, shall consist of 180 days. It may also include the following professional responsibilities:

1. Collegial planning or study groups working with curriculum, instruction, or assessment.
2. Assessment preparation/development/implementation to be used with students for the purpose of achieving the student learning goals.
3. Curriculum preparation/development/implementation (all levels, i.e., building or classroom).
4. Development/implementation of alternative assessment directed toward state standards.
5. Development and updating of student Learning Improvement Plans.
6. Preparation for closing of school.
7. Evaluating student work
8. Improving and maintaining professional skills at the teacher's discretion

B. Caleendars for District and Employee Base Contract Year – Parameters and Guidelines.

District and employee contract year calendars will be agreed to by the Association and the District according to the following parameters and guidelines:

1. First Student Day.

The first day for students shall be the first Wednesday after Labor Day, except when Labor Day falls on the 4th, 5th, 6th, or 7th of September. When this occurs, the first student day may be scheduled before Labor Day.

2. National Holidays.

All national holidays, and the Friday following Thanksgiving will be non-school days.

3. Winter Break.

Winter break shall be no less than ten weekdays, and begin no later than December 23. Week days consist of Monday through Friday, and include holidays if they fall within the period from Monday through Friday.

4. Spring Break and February Mid-Winter Break.

Spring break shall be the first full week in April, unless an extended February break is

scheduled. When this occurs, spring break may be scheduled during the second or third full week in April.

5. Unless superseded by mutual agreement at Article 2, the above parameters shall also be followed when establishing the annual calendar for the school year immediately following the expiration of this contract.
6. TEA and TSD will work with their counterparts in Olympia and North Thurston to coordinate key calendar features, such as the First Day of School; the dates for winter and spring breaks; and the dates for an extended February (mid-winter) break, if the latter is scheduled.
7. A NEW EMPLOYEE orientation of at least a half (0.5) day shall be paid for by the District and shall be scheduled prior to district directed pre-service days. This day shall be used for orientation purposes. The employee shall be paid at their per diem rate for this time.

C. Fall-Back Calendar Elements (when needed).

If by March 15 in the current contract year, the District and the Association have not agreed upon or ratified a District and contract year calendar for the upcoming contract year, it is agreed that a fall-back calendar will be created that replicates the following calendar elements as they were scheduled in the current contract year calendar. Final adoption of this calendar shall require ratification by the Association's membership and the Board of Directors.

1. First Student Day.

The scheduling of the first student day with respect to Labor Day shall be determined by its location in the current contract year calendar. (For example, if the first student day in the current contract year calendar is scheduled for the first Wednesday after Labor Day, then the first student day for the upcoming contract year calendar shall also be scheduled for the first Wednesday after Labor Day.)

2. Professional Non-School Days.

The inclusion of professional non-school days in the upcoming contract year calendar shall depend on whether they were scheduled in the current contract year calendar.

3. National Holidays.

4. Holiday Early Release Days.

The parties agree that the District calendar will include one (1) holiday early release day (half-day) on the day before Thanksgiving break

5. Winter Break.

Winter break shall be no less than ten weekdays, and begin no later than December 23.

6. Spring Break and February Mid-Winter Break.

Spring break shall be scheduled the same week in April as it is in the current contract year calendar. The length of the February mid-winter break shall be the same as that scheduled in the current contract year calendar.

7. Make-Up Days.

Any potential make-up days will be built into the school calendar and published.

The above parameters and guidelines shall also be followed when establishing a fallback calendar for the contract year immediately following the expiration of this Agreement.

D. The Association and the District agree to the following elements for the school and contract years for the term of this Agreement (see Appendix).

1. Early Release Days (same language, moved from Article 35)

- a. The District calendar will include three (3) Early Release Days. One of the early release days will be used for district in-service. The other two days will be used according to the site plan at each site. Three contractual half-days will be converted to a series of early releases. This will include an early release of 75 minutes of Friday of the regular school day as defined in Article 21 B. Early release activities will begin 15 minutes after student dismissal. In addition, certificated staff are expected to extend the early release activities for 15 minutes beyond the regular instructional day as defined in Article 21 B. These activities will primarily include team collaboration and in-service activities.
- b. Prior to the adoption of each of the District calendars for the school years covered by this Agreement, including the school year immediately following the expiration of this Agreement, the Article 2 Group will discuss any modifications to Early Release Days that might impact those calendars, including the actual dates of any such Early Release Days. If no modifications are agreed upon, the District's calendars covered by this Agreement will continue to include three (3) Early Release Days.
- c. During each school year there shall be two half-days for students to be scheduled near or at the end of each semester. The remainder of the employee day will be employee directed for the purposes of preparing report cards. The Association and District will annually determine which days will be scheduled for this purpose.

ARTICLE 26 -- LEAVES

A. Sick and Emergency Leave.

1. Paid leaves for personal illness, injury, or emergency of an employee, will be granted on the basis of twelve (12) days at the beginning of each year, cumulative to 180 days of unused leave, and transferable as per any applicable state and federal statutes.
2. Sick and emergency leave may be used by an employee in the case of illness, injury, or emergency in the immediate family (spouse, domestic partner, child, mother, father, sister, brother, father-in-law, mother-in-law, or other household member).
3. In the event that the State Auditor or a court of competent jurisdiction rules the above leave provisions to be contrary to law or regulation, the leave provisions shall thereupon be determined null and void and all necessary adjustments shall be made by the District and the Association to conform to the law as determined by the Auditor or court of competent jurisdiction.
4. A doctor's written statement may be requested by the Superintendent or Superintendent's designee after an illness of five (5) or more consecutive employment days. (Appendix)
5. Employees shall be able to "cash out" unused sick leave as provided in applicable state laws and regulations. (See Appendix)

B. Parental Leave.

1. Employees shall be eligible to use paid leave for pregnancy, adoption, placement of a foster-child, and for child-bonding. The employee may use any accrued sick, personal, PFML (if applicable), or shared leave.
2. Further, any employee eligible for parental leave (Appendix) shall be granted leave without pay for up to twelve (12) weeks from the date of birth of the child. This leave may, upon approval of the District, be extended for a period of up to one (1) year from the same date. Similarly, any employee eligible for parental leave for reasons of adoption or placement of a foster child shall be granted leave without pay for up to twelve (12) weeks to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving custody if necessary to fulfill requirements for adoption. This leave may also, upon approval of the District, be extended for a period of up to one (1) year from the date of de facto custody of the child. In all cases of such extended leave covered under Article 26.B, the employee shall notify the Human Resources Administrator in writing of the desire to take such leave and, except in case of emergency, shall give at least thirty (30) calendar days' notice prior to the date on which the leave is to begin.

C. Bereavement Leave.

Leave will be available for a maximum of five (5) days per occurrence, non-cumulative and non-transferable, at full salary in the case of the death of any of the following family members: spouse or partner, child, parent, sibling, parent-in-law, child-in-law, sibling-in-law, grandparent, uncle, aunt, nephew, niece, grandchild or

household member, or for the loss of a pregnancy. Bereavement leave shall not be deducted from illness, injury, and emergency leave.

D. Health and/or Hardship Leave.

A Health and/or Hardship Leave (Appendix) without salary and benefits, except as required by state and federal law, may be granted by the Board for a period not to exceed one (1) year, on account of health and/or personal hardship.

E. Jury and Witness Leave.

Leave will be granted to employees to serve as jurors and subpoena witnesses. Regular salary will be paid, provided, the employee provides documentation of dates of jury service. If documentation of jury service is not provided, the employee's personal leave shall be used to the extent available to maintain the employee's regular salary; thereafter, undocumented jury service shall be treated as unpaid leave. Any reimbursement of expenses received by the employee for jury service shall be retained by the employee with no adjustment to district compensation. Prior to the District's substituting Personal Leave or unpaid leave for undocumented jury service leave, the District shall notify the employee of its intent to do so, giving the employee sufficient time to secure the necessary documentation of dates of service.

F. Military Leave.

Employees shall be entitled to utilize Military Leave within the Washington State Military Family Leave Act, the Uniformed Services Employment and Reemployment Act, and the Family and Medical Leave Act which the District shall administer in conformity with the law.

G. Leave of Absence - Service as an Elected Public Officeholder.

1. Employees are encouraged to exercise their rights in a full range of citizenship activities. A successful candidate to a public elective office which would require absence from the normal employee contractual obligations will be granted leave (Appendix) without salary or benefits.
2. Upon completion of a predetermined leave period(s) the employee shall be assigned the same or similar position previously held.
3. When a leave period(s) overlap(s) more than one (1) contractual year, the normal salary increments will be allowed.

H. Longevity Leave.

After fifteen (15) years of teaching experience, each employee shall receive one (1) longevity leave day per year (prorated by FTE), non-accumulative and non-transferable, to be

scheduled at the employee's discretion and subject to the conditions and limitations agreed herein for personal leave.

Employees, at their option, may cash out unused Longevity Leave at the per diem rate. Such requests shall be made in writing to the Superintendent or Superintendent's designee by the last work-day of each school year. Such payment shall be made in the July paycheck.

I. Personal Leave.

Personal Leave will be granted for up to two (2) days annually (prorated by FTE) at full salary, cumulative to six (6) days. This leave will not be granted, without the approval of the Superintendent or their designee, the first five (5) and last ten (10) work days of the school year, unless being requested for a Professional Learning Day scheduled before the First Student Day or after the Last Student Day.

Personal leave shall be recorded through the District's adopted leave recording system, regardless of whether a substitute is needed. Such leave shall be recorded as soon as possible, but no later than 5:00 p.m. the workday prior. Except in cases of emergency, an employee intending to use more than three days in succession shall give at least a week's notice of this intent. Advance notice is not required when an employee is prevented from reporting to their building by a situation which is serious, unavoidable, or of major importance involving potential hazard, provided that the employee informs their building principal as rapidly as possible of their inability to report on time.

The District may deny a request for personal leave if a substitute cannot be secured. The employee shall provide adequate lesson plans to the substitute.

Personal leave usage within a given building at one time shall not exceed five employees or twenty percent of the building staff without the approval of the building principal or personnel director.

Employees, at their option, will be able to cash out three (3) personal leave days of accumulated personal leave at their per diem rate. Such requests shall be made in writing to the Superintendent or Superintendent's designee by the last work-day of each school year, payable in the July paycheck.

J. Professional Leave.

The Board of Directors recognizes that travel by employees is necessary in the case(s) of meetings where official school business is involved, and desirable when certain educational conferences provide employees with opportunities to keep abreast of the latest developments and trends in the fields of school district organization, operation and instruction.

1. Representing the District.

Employees will be released to attend a limited number of scheduled meetings and conventions recommended by the Superintendent and authorized by the Board. The District pays actual expenses and makes no salary deductions.

2. Representing the Building or Site.

Employees will be released to attend scheduled meetings and conventions pursuant to decision making processes at their building or site, and with the principal's and/or supervisor's authorization.

3. Representing the Profession.

Employees will be released to prepare and make presentations in and out of Tumwater School District as an education professional, or to make professional visitations to other buildings or districts, with the principal's and/or supervisor's authorization.

4. **Representing the Association.**

- a. In order that members of the Association may attend conferences, conventions, workshops, or meetings as called or directed by that organization, and in order to accomplish the purpose of RCW 41.59, at least sixty (60) days absence for each year of the Agreement shall be granted to the Association by request. Any employee using this absence must be replaced by a substitute. The cost of the substitute shall be paid by the Association on a quarterly basis. Employees using this leave must give two (2) days written notice in advance to the Superintendent or Superintendent's designee in order to be released. The Association shall allocate the scheduling of these absences so as not to impair the continuity of instruction.
- b. In the event that the State Auditor or a court of competent jurisdiction rules this leave to be contrary to law or regulation, the leave shall thereupon be determined null and void and all necessary adjustments shall be made by the District and the Association to conform to the law as determined by the Auditor or court of competent jurisdiction and the Association shall reimburse the District for any funds determined to have been paid improperly by the District. In the event the Association fails to reimburse the District, the amount for the released time shall be deducted from the employee's salary check. The Association expressly agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney's fees or other forms of liability that may arise out of, or by reason of, the District's compliance with the terms of this section.

K. **Unpaid Leaves of Absence**

In addition to parental leave described above, the Board may grant up to one year (180 days) of personal leave without pay at an employee's request. Requests for personal leave without pay shall be submitted in writing via Appendix.

L. **Absence without Leave Prohibited.**

Employees are expected to attend work unless they qualify for and are granted a leave of absence under one of the provisions of this Article.

M. **Leaves -- Sabbatical Leave of Absence.**

Any employee of Tumwater School District who has four (4) or more years of continuous service within the District is eligible for Sabbatical Leave (Appendix F-1) in accordance with the following procedures:

1. Sabbatical Leave may be granted for study or research and/or travel that will be of service to the individual and to the school and pupils of the District.
2. Sabbatical Leave shall be granted for no less than one (1) full semester or more than one (1) full year.
3. Sabbatical Leave may be granted to no more than two (2) percent of the total employees of the District in anyone (1) year.
4. Applications for Sabbatical Leave must be filed with the Superintendent or Superintendent's designee by April 1, prior to the school year for which it is requested. Attached to the application shall be:
 - a. Proposed plan of study or travel, and
 - b. Proposed time allotment/schedule indicating how the Sabbatical Leave will be used.
5. The granting of Sabbatical Leave is at the sole discretion of the Board. After Board approval, any change of plan must be reapproved in advance of the commencement of the Sabbatical Leave.
6. Tenure and status of the employee on a Sabbatical Leave will not be impaired. The salary of an employee during Sabbatical Leave shall be paid in monthly installments.
7. Compensation, salary, during Sabbatical Leave shall be one-third (1/3) of the applicant's regular employee contract salary. The employee will not be eligible for district-paid insurance benefits, but shall be able to subscribe at their own expense under the district's group rates, subject to the insurance carrier's approval.
8. Sabbatical Leave entitles an employee to the normal increments, and hours earned during the Sabbatical Leave.
9. An employee accepted for Sabbatical Leave must guarantee, in writing that said employee will return to the District for a minimum of one (1) full year subsequent to the Sabbatical Leave.
10. Within thirty (30) days of return from Sabbatical Leave, the employee shall file with the Superintendent or Superintendent's designee a summary report of travel or study in which said employee was engaged.

N. Professional Leave of Absence.

Leaves of absence (Appendix F-1) without pay or benefits may be granted for a period not to exceed one (1) year, subject to renewal for a second year. Applications shall be completed and filed in the Superintendent's office not later than April 1 of

any year. -Requests where approval is routine and/or pro forma may be recommended to the School Board by the Superintendent or their designee, with subsequent notice of the request and recommendation then being given to the Association. Requests where approval is not routine and/or not pro forma, shall be brought to the Association President for a possible joint recommendation to the Board. The final decision on Professional Leave recommendations will be made by the Board at a regular Board meeting.

- O. An employee on authorized leave of absence may elect, provided the insurance policy so allows, to keep in force insurance coverage in effect prior to the leave. The District will make no contribution toward the payment of such premiums.

P. **Shared or Donated Leave.**

1. A district employee will be eligible to receive donated leave consistent with Chapter 392-136A WAC if:
 - a. The staff member is entitled to use and accrue annual and/or sick leave;
 - b. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause, the staff member to:
 - c. Go on leave without pay status; or
 - d. Terminate their employment;
 - e. The staff member's absence and the use of shared leave are justified by documentation;
 - f. The staff member has or will soon deplete their annual leave and sick leave reserves may retain 40 hours of sick leave;
 - g. The staff member has abided by District rules regarding annual and/or sick leave use; and
 - h. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
2. An employee's relative is defined as the leave recipient's spouse, child, stepchild, foster child, grandchild, grandparent, parent, sibling or other close relative by blood or marriage. Household member is defined as those persons who reside in the same home as a family unit. This term shall include foster children and legal wards even if they do not live in the household.
3. Extraordinary or severe means serious or extreme and/or life threatening.

4. The Superintendent or their designee will determine an employee's eligibility for shared leave. Once determined eligible, the Superintendent or their designee will solicit donations of leave from all District employees.
 5. However, a staff member shall not receive more leave than the number of contracted days remaining in the current school year. The employee shall not receive a total of more than 522 days of leave during total state employment. Requests for use of sick leave days must be accompanied by a letter from the attending physician and the district form (Appendix). To be granted leave, the committee and physician must be in agreement.
- Q.** In order to assist the District in fulfilling its responsibility to hire the personnel needed from year-to-year, employees covered by this Agreement who are on extended unpaid leave shall inform the District by April 1st but no later than April 15th of the school year of their intention for the following year, including whether they will return to the District to work, whether they will request an extension of their leave, or whether they will resign from the District.
- R.** **Leave Reassignments.**
For all absences and leaves as stated in Article 26, the employee, upon completion of said absence(s) or leave(s) shall be assigned to a position that is the same or similar to the position previously held, subject to Article 29 herein.
- S.** If the leaves herein become the basis for an audit exception in the Tumwater School District Annual Audit Report, the District and Association agree to reopen negotiations to bring the leaves into compliance with the auditor's directives.
- T.** An employee who is on a paid leave of absence authorized by the District shall continue to receive service credit as provided under the provisions of RCW 41.32.240 through 41.32.575.
- U.** **Washington State Paid Family and Medical Leave (PFML)**
Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees do not have to exhaust all their accumulated leave before using PFML. The District shall pay the employer's share of the premium to fund this leave. The Employee shall pay the remainder of the premium. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.
- V.** **Applicability of Leaves.**
All leaves described in Article 26 shall be applicable to any days in an employee's base contract year as defined in Article 25.

ARTICLE 27 -- EMPLOYEE FACILITIES

A. **Facilities Provided.**

Every effort shall be made to provide the following facilities and equipment:

1. Adequate space in each classroom in which employees may safely store instructional materials and supplies;
2. An employee work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. In addition to the aforementioned work area, an appropriately furnished room, which will include a telephone to be reserved for the use of the employees, as a faculty lounge;
4. A serviceable desk and chair and filing cabinet of adequate size for employee use in each classroom;
5. A communication system so that certificated employees can communicate with the main building office from their classrooms. In the event the system just described does not exist in a building, such a system will be included in any major remodeling project for said building;
6. Well-lighted and clean employee restrooms, separate for each sex and separate from student restrooms;
7. A separate, private dining area for the use of employees;
8. A private place with a locking door (bathrooms are not considered appropriate) that can be used for expressing breast milk; and,
9. If the District anticipates the need to limit the use of dorm-size refrigerators for personal use, it will communicate with TEA in advance and meet in Article 2 to address any concerns around impacts for bargaining unit members. Employees who choose to install these items are responsible for their maintenance and to ensure they do not create a safety hazard.

B. **Safe Working Conditions.**

1. The District shall provide a safe and healthful working environment for all employees. Employees will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being.
2. The District acknowledges that excessive heat and cold, excessive smoke, mold, pest infestations, and excessive levels of carbon monoxide in classroom settings can contribute to unsafe working conditions for students and staff. Remedies for these conditions may include temporary changes in assigned workspace, supplemental enhancements to heat and air systems (e.g. fans), establishment of building-specific temperature protocols, facility adjustment accommodations, or, in the most extreme cases, temporary closure of school buildings. The District's air quality systems, including

central HVAC settings and protocols, will be programmed to align with the temperature guidelines set forth in WAC 246-366-090, pertaining to indoor classroom conditions, and WAC 246-366-080, pertaining to classroom air contaminants.

C. Access after Regular School Hours.

In order to permit freedom for access both during and after regular school hours, all employees will be given keys to the faculty lounge and work area of their assigned school. All employees will be provided, upon request, with a key or other means of access through an outside door to their area of the building during non-school hours.

D. Employee Parking.

An adequate part of the parking lot at each school shall be reserved for employee parking.

E. Facility and Classroom Use by Third Parties.

The District will ensure that advance notice of school facility use will be provided affected employees. The building principal will be responsible for verifying that the classroom teacher and the person(s) using the room have reached agreement on the terms of its usage, including but not limited to storage, property rights, designated areas and materials to be used, etc. In the event a facility user does not abide by the agreement, the employee will promptly notify the building principal. The principal will verify to what extent the agreement was broken and authorize a reimbursement claim to the employee for personal property and/or time lost in restoring the classroom or other affected facility (to be paid at the per diem rate). The District shall collect any appropriate fines from the facility user.

F. Classroom Visits.

Building administration shall give prior notice in instances where there is a need for classroom visitations by outside investigators, mediators, parents/guardians, or consultants during in-class hours. Twenty-four-hour notice will be given prior to such classroom visitations except by agreement of the employee. Visitations that are disruptive to the educational environment will not be permitted. Building administrators shall facilitate such external visits with employees and will be present during such visits at the employee's request. This section does not apply to District employees visiting classrooms pursuant to their role with the District.

ARTICLE 28 – NON-CERTIFICATED DUTIES

- A.** Employees shall not be required to perform the following non-certificated duties, including, but not limited to, breakfast and lunch distribution and supervision of the cafeterias, bus loading and unloading, playgrounds, collecting money from students, any custodial function, or conducting searches for weapons, hazardous materials and explosive devices. Counselors, interventionists, and other non-classroom based employees will not be expected or required to provide such supervision.
- B.** Employees shall not be required to drive students to activities which take place away from the school building.
- C.** An employee will not be required to perform non-teaching duties which place them in a position of direct responsibility and supervision of a group of students. If such duties are to be performed, they will be on a voluntary basis, and it shall be the responsibility of each building principal to provide a sign-up sheet for said duties. The payment for such voluntary duty performance shall be set by the sponsoring group.

ARTICLE 29 -- POSITION RECRUITMENT, APPLICATION, AND JOB-SHARING

A. Committee for TSD Racial Diversity.

The District and the Association agree on the importance of recruiting and retaining high quality diverse employees. The District and the Association shall form and maintain a representative committee to design and recommend practices to increase racial diversity in the TSD workforce. This committee shall meet at least twice annually and shall be made up of equal numbers TSD and Association- appointed members. This committee will work in collaboration with equity work in which the District is engaged, complete self-evaluation activities every two years and will be sustained, at a minimum, through August 2025 unless otherwise bargained.

B. Vacancies and Assignments.

Vacancies shall be defined as open or new certificated positions that are created after returning building certificated staff have been assigned for the bargained calendar year.

In order for the District to determine vacancies in a timely manner, employees who submit a binding letter of intent to retire to Human Resources no later than February 15 shall receive two (02) self-directed supplemental days for activities referenced in Article 35C. These days will be paid at the employee's per diem rate.

Assignments shall be defined as grade level bands, majority of subjects taught, or programs taught in a building. Employee input and preferences shall be sought, considered, and given due consideration when making such certificated assignments.

C. Procedures for Filling Vacancies.

To assure that employees are given equal consideration in filling professional job vacancies for the following school year, the following procedures shall be used:

1. All vacancies and new positions shall be posted via e-mail to each employee and the Association through the last day of the student school year. After that time, they will be posted on the EdJobsNW website.
2. The District shall clearly set forth the procedures for applying for vacancies and where the qualifications for the individual positions may be obtained.
3. Employees with a partial FTE may be offered additional FTE, up to .4 FTE, without following the posting process.

D. Notification of Voluntary Reassignment or Transfer Applications.

No later than June 10, the Superintendent or Superintendent's designee shall forward to the Association a list of people who have applied for all vacancies and new positions under A.1 above.

E. Unfulfilled Reassignment or Transfer Requests.

Any employee who has applied for a vacant position or a new position and whose request has not been fulfilled by July 1, shall have their request kept on active file status until August 31.

It is further agreed that the District shall consider the concept of an experiential transfer exchange as an opportunity for growth for employees.

F. Staffing and Schedule Notification.

No later than July 1, for any year, the Superintendent or Superintendent's designee shall forward to the Association a district-wide schedule and any additional updates showing transfers as well as the list of newly hired staff. This information shall be updated as it becomes available.

G. Criteria for Filling Vacancies.

1. All vacancies shall be filled on the following basis and in the following order:
 - a. The qualifications and program needs set forth in the job posting which shall include educational training, certification and education employment experience.
 - b. Seniority as determined by the TEA Seniority list (Article 40 Part 2).
 - c. If qualifications and program needs are substantially equal, then seniority will be the determining factor in filling the vacancy.
2. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
3. No vacancy shall be filled by means of involuntary assignment/transfer if there is a qualified volunteer available to fill such vacancy.

H. Notification of Non-Acceptance.

When an employee has applied for a vacancy or open position and was not selected for that position, the employee shall be notified in person or in writing. Upon the employee's request, a conference shall be scheduled by the Superintendent or designee to discuss the reasons for denial.

I. Involuntary Transfer/Reassignment.

Notice of involuntary transfer or reassignment shall be given to an employee as soon as practicable, and except in unusual cases, not later than June 30 of any given year.

A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned.

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent's designee, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment and upon request of that employee, the Superintendent or Superintendent's

designee shall meet with the employee. The employee may, at the employee's option, have an Association representative present at such meeting.

Involuntary transfers or reassignment will be made on the basis of the educational and staffing needs of the District. Employees will not be placed in any position outside their major and/or minor preparation areas except in unusual situations.

An employee will not be involuntarily transferred or reassigned if there is an active vacancy application from another employee who qualifies for the position to be filled by involuntary means.

The District agrees that absent a finding of fact by the Superintendent that the educational best interest of the students cannot be adequately served thereby, the District shall select involuntary transfers according to least continuous time spent working in the District (exclusive of approved leave) within a building. If years of service within the District are the same between two employees, standing on the seniority list shall be used in the absence of the above finding by the Superintendent. If District seniority is determined legally impermissible then State seniority shall be used.

Elementary classroom teachers at a particular site shall be divided into the following groups when determining availability for involuntary transfer:

- a. Grades K and 1
- b. Grades 2 and 3
- c. Grades 4 and 5

No employee may be involuntarily transferred more than once every two (2) years. An exception may apply if the employee was transferred to an assignment out of their endorsed area, and if an earlier opportunity arises for the District to transfer the employee into an area consistent with their endorsement(s). An employee involuntarily transferred shall have the first right of refusal for their former position for four (4) years in the event the position becomes a vacancy. Employees who have been involuntarily transferred to a position outside of their endorsements and who submit a request for transfer to an assignment within their area(s) of endorsement will have first right of refusal for a vacancy for which they are qualified and endorsed for one year; provided, the employee may exercise this option only once.

J. Vacancies Occurring During the School Year.

1. All vacancies and new positions occurring during the school year shall be reported to the Association and posted via e-mail to each employee for a minimum of five (5) working days before the position is filled.
2. When such a vacancy or new position occurs, qualified employees may apply and shall be considered for a voluntary transfer to a vacant position; provided, however, if such employees are transferred to those positions, the subsequent vacancy shall not be subject to the provisions of this section. This transition would only occur at the

semester breaks. The Superintendent or Superintendent's designee, at their discretion, may grant exceptions for transferring employees to subsequent vacancies.

K. Involuntary Transfer/Reassignment.

1. Notice of involuntary transfer or reassignment shall be given to an employee as soon as practicable, and except in unusual cases, not later than June 30 of any given year.
2. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned.
3. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent's designee, at which time the employee shall be notified of the reason thereof. In the event that an employee objects to the transfer or reassignment and upon request of that employee, the Superintendent or Superintendent's designee shall meet with the employee. The employee may, at the employee's option, have an Association representative present at such meeting.
4. Involuntary transfers or reassignment will be made on the basis of the educational and staffing needs of the District. Employees will not be placed in any position outside their major and/or minor preparation areas except in unusual situations.
5. An employee will not be involuntarily transferred or reassigned if there is an active vacancy application from another employee who qualifies for the position to be filled by involuntary means.
6. The District agrees that absent a finding of fact by the Superintendent that the educational best interest of the students cannot be adequately served thereby, the District shall select involuntary transfers according to least continuous time spent working in the current building or worksite (exclusive of approved leave) within a building to be involuntarily transferred. If years of service within the building are the same between two employees, standing on the seniority list shall be used in the absence of the above finding by the Superintendent.
7. Elementary classroom teachers at a particular site shall be divided into the following groups when determining availability for involuntary transfer:
 - a. Grades K and 1
 - b. Grades 2 and 3
 - c. Grades 4 and 5
8. No employee may be involuntarily transferred more than once every two (2) years. An exception may apply if the employee was transferred to an assignment out of their endorsed area, and if an earlier opportunity arises for the District to transfer the employee into an area consistent with their endorsement(s). An employee involuntarily transferred shall have the first right of refusal for their former position for four (4) years in the event the position becomes a vacancy. Employees who have been involuntarily transferred to a position outside of their endorsements and who submit a request for transfer to an assignment within their area(s) of

endorsement will have first right of refusal for a vacancy for which they are qualified and endorsed for one year; provided, the employee may exercise this option only once.

9. **Hiring Committees.**

Staff representatives will be included on hiring committees when appropriate.

L. **Job-Sharing Guidelines.**

1. Job sharing shall refer to two (2) educational employees sharing one (1) full-time position.
2. Job sharing may be available to educational employees who have continuing contracts with the District. Employees seeking job sharing opportunity will meet jointly with the site administrator for discussion and then jointly apply. Applications for job sharing must be made in writing to the Human Resources Administrator by April 1st.
3. Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of the Principal and Director of Human Resources.
4. Educational employees holding job sharing assignments shall be granted the appropriate annual fractional leave(s), subject to the provisions of the Collective Bargaining Agreement.
5. The two (2) educational employees sharing one (1) full-time position shall receive benefits subject to the provisions of the Collective Bargaining Agreement and SEBB rules.
6. In the event a replacement is required for a job sharer, the district may offer the other educational employee sharing that particular job the position.
7. Job sharing partners may substitute for one another at the substitute rate of pay.
8. Team members agree to plan jointly as they have joint responsibility for the same students. Regular planning time will be made available on basis proportional to each team member's assignment.
9. In order for a job-share to continue in force on a continuing contract basis, the principal and the two job-sharers must mutually agree each year to continue the job share.

10. **Job-Sharing Salary.**

When the job-share agreement is first implemented, the experience and education steps for any teacher involved shall be the same as those to which s/he would be entitled on a regular full-time basis. The placement will determine the base salary from which any proration will be made.

11. **Job-Sharing Benefits.**

Seniority, leave allocations, extended compensation, and other benefits will be prorated according to the proportion of the position for which the individual is employed, with the additional provision that any individual may pay the non-prorated balance and qualify for full medical benefits.

ARTICLE 30 -- STUDENT TEACHERS

A. Philosophy.

Tumwater School District and the Tumwater Education Association believe that providing observation and student teaching opportunities for students training to be teachers enable us to support the education profession, and to expand and enhance the pool of employee candidates for possible future employment.

B. Student Teacher Assignment.

The Tumwater School District recognizes its obligation to provide experience for students training to be teachers. Placing of college students for specific purposes with supervising teachers in the District is encouraged but not mandatory. Assignment of college students is to be made by the Superintendent or Superintendent's designee or the building administrator in cooperation with the college supervisor and the building administrator, and with the approval of the supervising employee.

C. Supervising Employee's Responsibility.

The supervising employee and college supervisor shall cooperatively develop an appropriate program for the student teacher. The experience shall include observation, practice teaching and other normal teacher duties as the supervising employee shall direct. The supervising employee is responsible for the class, and should not delegate these experiences until the student teacher is sufficiently prepared to handle them. Student teachers should conduct themselves as though they were regularly employed in regard to such obligations as the teaching day, supervision of students, extra-curricular activities, and in-service obligations.

D. Student Teacher Dismissal.

The supervising employee has the right to recommend dismissal of a student-teacher without the consent either of the District or the college/university. Prior to dismissal, the supervising employee shall provide an explanation to the building administrator, college supervisor, and the student-teacher involved.

E. Student Teachers as Substitutes.

Student-teachers, with proper endorsement/certification, may be assigned as a substitute for employees and will be compensated at the appropriate substitute rate.

F. Student Observation Experience.

This experience is provided to college students at the beginning of the school year except in extenuating circumstances, and shall include those preparation or orientation days which precede the opening of school. The college student's role should be mainly that of observation. Other duties may be assigned by the supervising teacher in accordance with the student's capabilities.

ARTICLE 31 -- STUDENT DISCIPLINE

A. Maintaining Order and Discipline of Students.

The safety of students and teachers shall be the first priority of the District. All employees shall assume the responsibility for maintaining an atmosphere that will serve to prevent undesirable conduct. To ensure that all employees are able to maintain order and discipline of students, the school district shall support and assist all employees in maintaining control of students.

All District and building policies related to student discipline shall comply with current laws of the State of Washington, including all laws regarding students with special needs. Such policies shall be interpreted to insure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

The disruption caused in the classroom by a student's behavior shall be given due consideration when imposing student discipline.

B. Student Discipline Records.

1. Record-Keeping.

All buildings shall prepare and maintain individual student discipline records necessary to comply with state laws related to student discipline.

2. Access to Student Discipline Records.

The District shall also advise those employees working directly with a student when the District possesses information that the student's disciplinary history suggests a possible threat to the safety of others. Employees may have access to that student's disciplinary records as provided by law.

C. Enforcement of Student Discipline.

1. Exclusion of Student by Teacher.

An employee shall have the right to remove a student from class or activity when the employee determines that the student's presence poses an immediate disruption to the educational environment, provided that, except in emergency circumstances, the teacher must have first attempted one or more alternative forms of corrective action consistent with District Policy 3241 and RCW 28A.600.020. In no event shall an excluded student be returned during the balance of that class or activity period, or up to the following two days, in accordance with RCW 28A.600.020 without the consent of the teacher, or until the principal or his or her administrative designee and the teacher have conferred. "Confer" shall mean an in-person, phone, or reciprocal email discussion, and may be followed by a deeper discussion of student behavioral supports upon request of the teacher.

2. Extended exclusions beyond the initial class or activity period including continued classroom exclusion shall follow the student's due process rights, District Policy 3241 and RCW 28A.600.020.

3. Communication of Disciplinary Action.

The principal or designee shall communicate in a timely manner the disciplinary action taken by the principal or designee to the school personnel who referred the student to the

principal for disciplinary action. This communication shall occur prior to the student's return to the teacher's supervision.

D. Discipline of Special Education Students.

In instances where a special education student disrupts a regular or special education classroom in such a manner that the educational process is significantly impaired, the student shall be removed in accordance with the District Policy and Procedures Guide. Disciplinary responses to student misconduct will be considered on a case-by-case basis, consistent with an individual student's IEP or behavioral plan, as applicable.

E. Supervision of Students.

All children within a school building(s) attending school functions(s) during school hours and during non-school hours must be supervised. Each employee is legally responsible for the supervision of the employee's assigned group. Each employee is responsible for correcting any student(s) not properly supervised, and reporting the situation to the employee's immediate supervisor.

F. Neither the District nor any subgroup of the District will pass or maintain policy which conflicts with the employee's responsibility to maintain discipline of the students.

G. Development and Review of Building Discipline Standards.

1. **Building-Level.** The principal and the certificated employees in a school building shall confer at least annually in order to develop and/or review building disciplinary standards and uniform enforcement of those standards.

2. **District Level.**

On or before September 30, of each school year, the District and the Association shall meet to develop and/or review building disciplinary standards and uniform enforcement of those standards. Such standards shall be consistent with this contract, applicable statutes, and shall not be encroached upon by the Board policy or action.

H. Expectations of Employees in Physical Confrontations.

The District and the Association have agreed upon the following expectations when employees find themselves facing physical confrontations:

Employees have a responsibility to help ensure a safe and secure environment for their students.

Employees are not expected to place themselves in harm's way.

Employees are expected to use their best professional judgment about what action to take based on their own capabilities their level of training and confidence, and the situation they are facing.

I. Assault

For the purposes of this section, assault is defined as an injury likely to require medical attention.

The District will take necessary and reasonable steps to protect employees who are the subjects of assaults consistent with school district policies and state law.

Pursuant to WAC 392-400-810, a student convicted of committing an offense under RCW 28A.600.460(2), when the activity is directed toward the teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned. Students charged with a criminal offense under this provision will be so removed at least until the charges are resolved.

- a. The principal will follow building discipline procedures as appropriate when dealing with students who commit any assault.
- b. The teacher may refer the student to the Student Support Team. When appropriate, the administrator or SST will create or revise a behavior contract with the student to ensure student success.

In the event that an employee is assaulted, the building principal shall follow established discipline procedures and communicate any actions taken back to the employee.

The affected employee may:

- a. meet with his or her supervisor within two (2) days of the incident or as soon as possible. Afterward, the employee may meet with the superintendent.
- b. meet with the Special Education Director, if appropriate, within two (2) days of the incident or as soon as possible.
- c. be provided access to the Employee Assistance Program
- d. access District supports available and appropriate to meet student's needs. (i.e. behavior specialists, SRO, counseling support for the class, etc.)
- e. in the case of student receiving special education services, initiate the IEP review process.
- f. receive additional training if requested by the employee.
- g. be provided other available assistance as needed at the time of the incident, including but not limited to leave with pay on the day of the incident which will not be charged to any accumulated leave. If needed, additional time off may be requested from the Principal in consultation with the Human Resources Department. Such leave shall not be deducted from sick or personal leave if approved by Human Resources

J. Threats and Harassment

Harassment is defined in the District Handbook or District Policy or State law. The District shall take all reasonable steps to prevent harassment of employees and to provide support to staff who experience harassment by community members, parents or guardians. Upon request, a principal will work with the staff member to develop a communication plan which may include the principal serving as the point of contact with parents/guardians who have engaged in uncivil or harassing behavior toward the staff member.

In any incident of harassment, the District will follow procedures as outlined and mandated in Board Policies and Procedures, including 5113 (Acts of Hostility or Defamation) and 5011 (Sexual Harassment) or any replacement policies regarding this topic.

K. Communication with Parents

Communication with parents or guardians about individual student's misbehavior in the classroom and any corrective action taken without referral to the office due to misconduct, is the responsibility of the employee.

Communication with parents or guardians about any corrective action taken with referral to the office due to misconduct, is the responsibility of the Principal or their administrative designee.

If the student misconduct under procedures associated with Board Policy 3240 affects other students, such as when a room needs to be evacuated, or when a student is assaulted in the presence of other students, the Principal will consult with the District and the teacher to determine the best method and form of communication to parents of the affected students. Communication may be by individual phone calls, robo-call, email, letter, or other means deemed appropriate at the time. Such communication will comply with Family Education Rights and Privacy Act. This communication may include the impact on instructional time.

ARTICLE 32 – EVALUATION OF ESA CERTIFICATED SUPPORT EMPLOYEES

The following evaluation language shall apply only to those ESA_certificated staff support employees not being evaluated using the OSPI-approved, Danielson framework:

A. Evaluation Philosophy

The District and the Association recognize that evaluation is a collaborative process designed to support professional growth, enhance practice, and strengthen services to students, families, and staff. Evaluation is not solely a measure of performance, but a tool for reflection, dialogue, and continuous improvement.

Our shared goal is to foster a supportive environment where certificated support personnel engage in ongoing professional learning, build on strengths, and refine practices in order to best serve students and the school community. The evaluation process is grounded in the following principles:

1. Knowledge and Scholarship in the Field – maintaining current knowledge and applying theory and research to practice.
2. Specialized Skills – demonstrating expertise in designing and delivering programs of prevention, intervention, and evaluation.
3. Management of the Professional Environment – responsibly organizing and managing resources, materials, and environments to support student needs.
4. Professional Responsibilities – modeling ethical practice, self-reflection, and commitment to continuous professional growth.
5. Collaboration and Assistance – engaging students, families, and colleagues in planning, consultation, and problem solving to enhance services.
6. Effective Communication – building trust through respectful, open, and honest communication while maintaining confidentiality.

B. Evaluation Options

1. Evaluation for Certificated Support Staff.
2. Professional Growth Plan.

The evaluation option to be used will be the decision of the ESA employee, in collaboration with their evaluator.

C. Evaluation Prerequisites

1. The evaluation criteria and procedures shall be reviewed annually by the immediate supervisory administrator with ESA certificated support employees no later than October 15.

2. Each employee shall be informed of the evaluation process, the applicable forms, and the criteria to be used.
3. The evaluation process shall include at least one pre-evaluation conference between the evaluator and the employee to establish understanding of goals and expectations.
4. Employees shall be given copies of all observation notes, evaluation forms, and final reports.
5. The employee shall sign the evaluation report to acknowledge receipt and may attach a written statement of response, which shall be placed in the personnel file.

D. Minimum Criteria for the Evaluation of Certificated Support Personnel

Criterion 1 – Knowledge and Scholarship in Special Field

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field, an understanding of the educational environment of grades K-12, and the ability to integrate the area of specialty into the total school environment.

Possible Indicators:

- 1.1 Provide a theoretical rationale for professional practices and procedures.
- 1.2 Demonstrate understanding of the basic principles of human growth and development.
- 1.3 Recognize personal and professional limitations and make appropriate referrals.
- 1.4 Apply research findings and theory from the discipline to the development of programs and services.

Criterion 2 – Specialized Skills

Each certificated support person demonstrates in their performance an appropriate level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

Possible Indicators:

- 2.1 Design and conduct a program providing specific and unique services within the individual's discipline.
- 2.2 Demonstrate the ability to synthesize and integrate testing and non-testing data.
- 2.3 Help students integrate and assimilate data.
- 2.4 Assist staff and parents in interpreting and using data appropriately.
- 2.5 Provide case study materials and information to assist specialists and educators.
- 2.6 Administer assessment procedures or organize/train those who do.
- 2.7 Develop goals and objectives consistent with District-level goals.

Criterion 3 – Management of Special/Technical Environment

Each certificated support person demonstrates an acceptable level of performance in

managing and organizing the special materials, equipment, and environment essential to specialized programs.

Possible Indicators:

3.1 Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs.

3.2 Demonstrate understanding of the limitations and restrictions of devices, materials, and procedures.

3.3 Use comparative and interpretive data effectively.

3.4 Create an environment that ensures privacy and protects student and family information in accordance with codes of ethics, federal/state regulations, and District policy.

Criterion 4 – The Support Person as a Professional

Each certificated support person demonstrates awareness of professional responsibilities and commitment to continuous growth.

Possible Indicators:

4.1 Demonstrate awareness of the law as it relates to the area of specialization.

4.2 Demonstrate responsibilities to students, parents, and colleagues as defined by the professional code of ethics.

4.3 Demonstrate commitment to District and professional activities (e.g., attendance at meetings, committees, consortiums).

4.4 Demonstrate commitment to career-long professional growth (e.g., workshops, seminars, graduate study).

Criterion 5 – Involvement in Assisting Students, Parents, and Educational Personnel

Each certificated support person demonstrates performance in offering specialized assistance for the identification and development of programs and services.

Possible Indicators:

5.1 Consult with staff, school personnel, and parents concerning the development or coordination of services.

5.2 Plan and develop support programs to meet preventive and developmental needs.

5.3 Interpret student characteristics and needs to parents, staff, and community in group or individual settings through oral and written communication.

Criterion 6 – Effective Communication

Each certificated support person demonstrates the ability to establish effective communications that reflect openness and honesty with parents, community, and staff.

Possible Indicators:

6.1 Listen to and respect the concerns of parents, staff, and community members.

6.2 Be available for conferences with parents and community members within the contracted workday.

- 6.3 Inform parents of their children's progress and growth.
- 6.4 Seek parental involvement to correct student deficiencies and/or social problems.
- 6.5 Maintain confidentiality concerning personal and professional information.

E. Evaluation Procedures for ESA Certificated Support Personnel

1. Frequency of Evaluation

Each ESA certificated support employee must participate in a process annually.

2. Observation Requirements

Annually, employees shall be observed for a minimum of sixty (60) minutes prior to the formal evaluation conference.

- a. At least one (1) observation shall be not less than thirty (30) continuous minutes in length.
- b. Provisional employees shall be observed for not less than thirty (30) minutes during the first ninety (90) calendar days of employment.
- c. For continuing contract employees, at least one (1) observation shall occur on or before March 15.

3. Variety of Observation Settings

Observations shall occur under a variety of circumstances such as different job description areas, methods, and times of day, week, or year.

At least one (1) observation shall be formal and include:

- a. A joint planning conference prior to the observation.
- b. Use of the Evaluation Criteria as the basis.
- c. A follow-up conference within five (5) days of the observation.

After any other observation, either the evaluator or the evaluatee may request a conference.

4. Evaluation Report, Performance Notification, and Conference

- a. The evaluator shall complete a written evaluation report (Appendix) and hold the formal evaluation conference no later than May 15.
- b. The evaluation report shall identify strengths and, if applicable, areas for improvement.
- c. Any deficiencies must be supported with specific related examples. Written notification of deficiencies shall be provided to the employee no later than May 1.
- d. Where deficiencies exist, a professional growth plan shall be mutually developed, consistent with adopted evaluation criteria, to support improvement.

- e. The evaluator shall use the evaluation criteria as the basis for the report.
- f. The evaluatee shall sign both copies of the evaluation report, acknowledging receipt, and may attach a written addendum.
- g. Distribution of the evaluation report shall be:
 - i. Original copy to the District personnel file.
 - ii. Second copy to the evaluatee.

F. Professional Growth Option (PGO) Philosophy and Process

1. The Professional Growth Option is designed to provide employees the opportunity to reflect on their practice, engage in meaningful dialogue with their evaluator, and focus on continuous professional learning.
2. The PGO shall be based upon the evaluation criteria but will emphasize professional growth rather than formal rating.
3. The purpose of the PGO is to:
 - a. Encourage certificated support staff to think reflectively about their professional performance.
 - b. Allow employees to pursue goals that strengthen their practice, benefit students, and align with District and building priorities.
 - c. Create a supportive environment that fosters trust, collaboration, and innovation.
4. The PGO shall be collaboratively developed by the employee and evaluator and must include:
 - a. At least one specific professional growth goal.
 - b. Strategies and activities to support the goal.
 - c. Evidence or measures to document progress toward the goal.
 - d. A timeline for implementation and reflection.

5. At least one interim conference shall be held during the year to review progress, and a final review conference shall be held no later than May 15.
6. The PGO shall be written, signed by both parties, and placed in the personnel file.
7. If the employee and evaluator cannot agree on the PGO, the employee shall default to the Evaluation for Certificated Support_Staff.

G. Probationary Procedures.

The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of performance relating to the instructional program. If it becomes necessary to place an employee on probation, such action shall be in accordance with the Evaluation Procedure as contained in this Agreement. Such probationary period shall be from not later than February 1 to no later than May 1 of the same year. The probationary process is to be implemented and completed within this time frame. In carrying out the probationary procedure, the following steps shall be followed:

Step 1 -- The principal shall meet with the employee and, at his or her request, a representative of the Association, in an attempt to resolve matters relating to performance before probation is recommended.

Step 2 -- If the evaluator recommends probation and the Superintendent takes action to place the employee on probation, the employee shall be notified in writing of:

- a. Specific areas of deficiencies;
- b. Suggested specific and reasonable programs for improvement which shall include identifying specific performance expectations aimed at remedying the deficiency;
- c. The nature of assistance and counseling that will be furnished by the evaluator.

The evaluator shall be responsible for supervising the probation and they may ask for assistance from the Superintendent or their designee, or the Association, to supply additional resources during the probation.

Step 3 -- During the probationary period, the evaluator shall meet with the employee and, at his or her request, a representative of the Association at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The employee shall receive a copy of this evaluation.

Step 4 -- Unless the employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall set forth one (1) of the following recommendations:

- a. That the employee has demonstrated sufficient improvements in the stated area of deficiency to justify the removal of the probationary status; or
- b. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency, and action should be taken to non-renew the employee.

ARTICLE 32 A - EVALUATION OF TEACHERS

The following evaluation language shall apply only to those certificated staff being evaluated using the OSPI-approved, Danielson framework rubrics.

A. Evaluation System Preamble

An evaluation system for teachers has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall provide support for professional growth.
3. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their practice, skills, and knowledge.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1).

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

The purposes of evaluations of certificated classroom teachers and certificated support personnel shall be, at a minimum:

- (1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.
- (2) To assist classroom teachers and certificated support personnel, who have identified areas needing improvement, in making those improvements.
- (3) To identify classroom teachers or certificated support personnel whose professional performance is unsatisfactory and for whom remediation is needed.

Purpose – The following evaluation process has the following elements, goals, and objectives:

“(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons

subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.” RCW 28A.405.110

B. Definitions and Notes

1. Artifacts shall mean any products generated, developed, or used by a certificated teacher.
2. Certificated Principal "principal," and "assistant principal" mean a person who is employed to supervise the operation and management of a school (WAC 181-79A-140 (4).)
3. Certificated Classroom Teacher A "teacher" mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (d).
4. Component shall mean the sub-section of each criterion.
5. Criteria shall mean the eight (8) state defined categories to be scored.
6. Evaluation shall mean the ongoing process of identifying, gathering, and using information to assess total job effectiveness, improve professional performance, and make personnel decisions.
7. Evaluator shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.
8. Evidence means observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.
9. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence will be required to be collected for that criterion. It shall be the nature and quality of the evidence, not the quantity of evidence that determines the criterion rating.
10. Unsubstantiated complaints against an employee shall not be included in any documentation pertaining to any evaluation.
11. Formal Observation means any observation which is scheduled in advance between the teacher and evaluator for the purpose of evaluation.
12. Informal Observation means any non-scheduled observation during which evidence is gathered by an evaluator to inform a teacher's final evaluation.

13. Observe or "observation" means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time using the instructional framework rubrics.
14. Rubrics or "rubric row" means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four-level rating system.
15. Satisfactory/Unsatisfactory
 - a. Satisfactory- Overall summative performance ratings of Proficient (Level 3) or Distinguished (Level 4) are considered satisfactory for all teachers. For teachers in their first five years of the profession a performance rating of Basic (Level 2) is also considered satisfactory.
16. Unsatisfactory- An Overall summative performance rating of Unsatisfactory (Level 1) is considered not satisfactory for all teachers. Teachers on a continuing contract with more than five years of teaching experience who receive a summative performance rating of Basic (Level 2) two years in a row, or two years within a consecutive three-year period are also considered unsatisfactory.
17. Student Growth shall mean change in student achievement between two points in time.
18. Student Growth Data shall be selected by the teacher and discussed with the evaluator. Assessments used to demonstrate such growth shall primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
19. Summative Performance Ratings means the four performance levels applied using the four level rating system: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 – Proficient; Level 4 – Distinguished.
 - a. Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.
 - b. Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.
 - c. Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level

utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

- d. Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

C. State Criteria, Framework, and Scoring

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The complete instructional framework is found at:

The following criteria will be used to evaluate certificated classroom teachers:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter, content, and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple student data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and school community;
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for criteria 3, 6, and 8.

D. Criterion Scores

Each rating will be assigned the following numeric values:

Unsatisfactory – 1 Basic – 2 Proficient – 3 Distinguished – 4

An employee shall receive one of the four performance ratings for each of the minimum criteria. Additionally, an employee shall receive one of the four performance ratings for the evaluation as a whole, which shall be the overall summative score as per WAC 392-191A-080(6).

A numerical mean shall be used to calculate the individual criterion rating. When a criterion rating includes a whole number plus a place value of .49 or below it will be rounded down to the nearest whole number. When a criterion rating includes a whole number plus a place value of .50 or above it will be rounded up to the nearest whole number. (For example, a final rating of 2.49 would become a criterion rating of 2 and a rating of 2.50 would become a criterion score of 3.) However, to achieve a Distinguished rating, a teacher must receive a majority of Distinguished ratings on the criterion scores.

E. Overall Summative Score

All classroom teachers shall receive a performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

8-14 points—Unsatisfactory

15-21 points—Basic

22-28 points—Proficient

29-32 points—Distinguished

F. Student Growth Criterion Score

1. Purpose

The purpose of the Student Growth Criterion Score is to provide a fair, transparent, and evidence-based measure of a teacher's impact on student learning over time, as part of the comprehensive evaluation process under the Danielson Framework for Teaching.

2. Definition

Student Growth is defined as the measurable change in student achievement between two points in time, using multiple data elements that are appropriate to the curriculum and students being taught.

3. Scoring Components

Student Growth will be evaluated using three components aligned to the Danielson Framework:

- a. Student Growth 3.1 (SG 3.1): Establishing student growth goals for subgroups of students.

- b. Student Growth 6.1 (SG 6.1): Planning and setting goals for student achievement.
- c. Student Growth 6.2 (SG 6.2): Using assessments and data to monitor, adjust, and evaluate student progress toward growth goals.

Each component shall be rated individually using the four-level rating scale:

- a. 4 – Distinguished
- b. 3 – Proficient
- c. 2 – Basic
- d. 1 – Unsatisfactory

The Student Growth Criterion Score shall be the average of the three student growth component ratings, using standard rounding rules.

4. **Goal Setting and Evidence**

- a. Teachers will collaboratively develop student growth goals with their evaluator at the beginning of the school year or evaluation cycle.
- b. Goals must be Specific, Measurable, Achievable, Relevant, and Time-bound (SMART).
- c. Multiple measures of student learning shall be used to demonstrate growth and may include formative and summative assessments, portfolios, performance tasks, and other valid sources.
- d. Teachers shall not be penalized for students who are not present for a significant portion of the instructional period.

5. **Use of Student Growth in Evaluation**

- a. The Student Growth Criterion Score is one component of the overall comprehensive evaluation.
- b. A low student growth score (1) may trigger additional support or inquiry but shall not on its own result in an overall summative rating of Unsatisfactory unless corroborated by additional evidence across the framework.
- c. Teachers receiving a student growth score of 1 will engage in a Student Growth Inquiry Plan in collaboration with their evaluator as required by law.

6. **Protections**

- a. Teachers shall not be adversely evaluated based solely on factors beyond their control, including but not limited to student mobility, absenteeism, or socioeconomic factors.

- b. The evaluator shall provide adequate support and resources necessary for teachers to set and achieve meaningful growth goals.

G. General Evaluation Agreements

Employees shall have transparent access to all relevant student achievement data available.

1. **Notification** - With the exception of transfers between evaluation formats every teacher shall be notified no later than the last working day of September of his or her evaluator and whether he or she is scheduled to be evaluated using a Comprehensive or Focused evaluation.
2. **Out of Content/Endorsed Areas** - No teacher shall be “subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments”. However consideration may be given to teachers’ progress towards endorsement. At the option of the teacher, in collaboration with the evaluator, teachers may be evaluated as a member of a team when teaching outside their content or endorsed areas.
3. **Security** - All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to, observe, or record the proceedings of any classroom without prior knowledge and documented consent of the teacher. The District shall make reasonable efforts to ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

H. Professional Development

Prior to their being evaluated under the new evaluation system, the District shall provide teachers professional development relevant to the framework and evaluation process. Each teacher shall be provided a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to his or her position and track in the evaluation cycle.

All classroom teachers, both provisional and continuing, shall be expected to participate in District–provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

I. Provisional Teachers

1. Provisional teachers are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
2. All Provisional teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

3. All Provisional teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.
4. Provisional teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
5. The Principal or his or her designee shall make at least one (1) observation for a total observation time of at least thirty (30) minutes within the first ninety (90) calendar days of employment of all teachers in their first year of employment with the District.
6. The District shall notify the Association President if, a provisional employee is performing at an unsatisfactory level.
7. Before non-renewing a provisional teacher, the evaluator shall have made efforts to assist the teacher in making satisfactory progress toward remediating deficiencies. Such efforts may include a comprehensive evaluation, reports from the evaluator of progress towards remediating deficiencies, peer support, classroom visitation, mentoring, and coaching.

J. Procedures for Evaluation

All classroom teachers shall be evaluated each school year by their principal or his or her designee. The principal or designee is referred to herein as the “evaluator.”

If an employee is assigned to two or more schools, the evaluator at the school to which the employee is assigned the greater part of the time shall be responsible for the employee’s overall evaluation. If a teacher is assigned to two or more schools for equal amounts of time within the school day, mutual agreement between the principals, in collaboration with the teacher, will determine who will be the evaluator of record.

1. Observations

All teachers shall be observed at least twice each school year in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes.

2. **Formal Observations** - Formal observation dates and times will be scheduled and agreed upon by the teacher and evaluator. Whenever possible, formal observations shall be scheduled with adequate time in between in order to allow for conferencing and growth.
3. **Informal Observations** are non-scheduled observations during which time evidence is gathered by an evaluator to inform him or her regarding a teacher’s final evaluation. If there is an area of concern noted in any such record, written documentation of the observation must be provided to the teacher for that evidence to be included in the final evaluation. Such documentation will be provided within three school days of the observation. A teacher may request a post-observation conference to discuss an informal observation.

4. **Comprehensive Evaluations** - A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. All classroom teachers shall receive a comprehensive summative evaluation at least once every six years.

The following classroom teachers shall receive an annual comprehensive summative evaluation:

- a. Classroom teachers who are provisional employees under RCW 28A.405.220;
- b. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

5. **Focused Evaluations**

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criterion. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities. Employees will complete the TSD Focused Evaluation Professional Goal Plan (Form I)

- a. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in either criterion 3 or 6.
- b. If the selected criterion for the focused evaluation has been determined to be non-observable, a classroom-based observation will not be required. The selected student growth component will be documented on the student growth goal setting template.
- c. The teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. Such change must be initiated prior to December 15 and provided to the employee in writing.
- d. Each employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no fewer than two occasions in each school year. Such confidential conferences shall be for the purpose of aiding the administrator in his or her assessment of the employee's professional performance and to provide additional evidence by either the evaluator or

teacher to aid in this assessment against the instructional framework rubrics and/or for the teacher to provide unobserved evidence of having met certain criteria and goals. The annual evaluation results will be documented on the summative evaluation form (Form H) with only the selected criteria being scored

- e. Employees on a Focused Evaluation are encouraged to attempt new skills and improve their professional practice. A summative score will be determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Distinguished (level 4) score may be awarded by the evaluator.

7. Evaluation Process

The comprehensive evaluation process must occur at least once every six (06) years (three consecutive years for new or provisional teachers). There are six steps required to complete a comprehensive evaluation which utilize a collaborative model between teacher and evaluator. They include 1) the teacher's self-assessment, 2) a goal setting conference between the teacher and evaluator, 3) observations of the teacher by the evaluator, 4) a post-observation conference, and 5) the summative evaluation conference.

Step 1: Self-Assessment

Each teacher shall reflect on their practice and complete a self-assessment (Form A). This is a personal reflection of practice and will serve as a tool for the goal setting conference. The teacher is not required to share the written results with their evaluator.

Step 2: Goal Setting Conference

Following the self-assessment, the teacher will meet with his or her evaluator in a goal setting conference. Each teacher shall combine his or her self-assessment with the district and/or building initiatives and select one or two components as goal(s) for the year. Additionally, for components SG 3.1, 6.1 and 8.1 the teacher shall determine a student growth goal. The teacher shall complete and submit the Student Growth Goal Setting Template (Form G) to the evaluator prior to a mutually agreed upon goal setting conference date.

Step 3: Observation

The evaluator will conduct the observation of practice as scheduled. The evaluator will take notes throughout the observation and share those with the teacher within three (3) working days of the observation.

Step 4: Post-Observation Conference

Following the observation and the receipt of the evaluator's notes, the teacher will reflect on the lesson. The teacher and evaluator shall schedule to meet for the post-observation conference within three school days.

The post-observation conference includes a review of the teacher's self-assessment and the evaluator's evidence. Both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance during the conference as such conference is intended to be a dialogue between the teacher and evaluator. At the end of the post-observation conference the teacher and evaluator will agree on next steps and sign documentation that the conference has occurred.

Step 5: Summative Assessment

No later than May 15th, the teacher and evaluator shall meet to discuss the teacher's final summative score. This conference will include a review of the evidence gathered including formal and informal observations, artifacts with teacher reflection coversheet, student growth data, professional contributions, impacts on learning, and other ancillary evidence. Multiple measures of student growth must be used in the evaluation process and such measure may include classroom-based, school-based, District-based and state-based tools. The final summative score will be based on the alignment of evidence gathered based on the Danielson and State Student Growth rubrics. The final summative score and recommendation will be recorded on the Summative Evaluation Form. The teacher will sign two (2) copies of Form to indicate receipt. The signature of the teacher does not imply that the employee agrees with its contents, only that he or she has read it. The teacher may attach any written comments or rebuttal to the final annual evaluation report any time.

- a. If the evaluator assigns the teacher an overall final summative rating below Proficient, the evaluator will use the evidence as provided by the teacher as an explanation for the Unsatisfactory or Basic rating. When appropriate, a lack of evidence as required in the rubrics may also be used in such an explanation.
- b. In the case of a "basic" or "unsatisfactory" rating, the teacher and evaluator shall meet prior to the end of the school year or at the beginning of the following school year to determine what support would best serve the teacher.
- c. If a teacher disagrees with the evaluator's overall summative performance rating, the evaluator's rating shall be recorded and the teacher may follow the due-process steps already set forth in the contract.
- d. All continuing contract employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to paid in-service training, release time to observe colleagues, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans, etc.
- e. Any teacher whose performance has been judged unsatisfactory on the *Summative Evaluation of Practice* document may be placed on a program for improvement any time after October 15.

K. Probation (Non-Provisional Employees)

No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the new TPEP evaluation system with an emphasis on developing inter-rater reliability.

Teachers shall have the right to Association representation at all probationary meetings.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 20th.
2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee.
3. The Superintendent, or their designee, shall review the evaluator's recommendation for probation. If the Superintendent or their designee determines that there is an alternative to probation they may continue to work with the parties involved.
4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include the following provisions:
 - a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.
 - b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.

- c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument; and
 - d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.
 - e. At the request of the probationary employee, a reasonable amount of release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.
5. At this time the evaluator shall meet with the employee and, at his or her discretion, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.
 6. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.
 7. The probationer may request, and the evaluator may authorize and assign, one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certificated administrator from within the District or from outside the District who is trained in the Danielson framework. This request must be in writing and must be presented to the evaluator within three (3) school days of the receipt of the probationary placement notice. The evaluator shall have three (3) school days to respond in writing.
 8. **ESD Evaluator** - If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her. This request must be in writing and must be presented to the evaluator and/or the Executive Director of Human Resources within three (3) school days of the denial of the request. The District shall have three (3) school days to respond to this request in writing.

Using the plan of improvement mutually agreed to by the District and the Association, the ESD evaluator or additional evaluator shall provide input to the probationer's evaluation process and assist him or her in improving his or her areas of deficiency. In addition, the evaluator will provide a written report of the evidence gathered during the probationary period to the original evaluator. Such evidence shall include the results of multiple classroom observations and any other evidence of performance related to the plan of improvement. The probationary employee shall have access to this report.

During this time the employee will not be transferred from the supervision of the original evaluator. The ESD evaluator, or additional evaluator, shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

9. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
10. A teacher who is on a plan of improvement must be removed from probation if he or she has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.
11. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
12. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If the District determines such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.
13. **Non-renewal, Adverse Action, and Discharge**
In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

L. Evaluation Results

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files. All other evaluation documents shall, be returned to the teacher and will not be used for future evaluations.

Evaluation results shall be used to recognize and encourage excellence in teaching, document levels of performance, and identify areas needing improvement.

Evaluation results shall not be:

1. Shared or published with any teacher-identifying information unless as a requirement of statute.

2. Shared or published without prior notification to the teacher and Association.
3. Used to determine any type of base or additional compensation.

Evaluations are based on individual teacher performance relative to the Danielson framework. There shall be no District or building quotas or caps for performance ratings.

M. Recordkeeping

The District shall not limit teacher access to, nor require teachers to share personal assessment information with any electronic evaluation systems used by the district. Evaluators shall notify teachers of any evidence submitted about them within three (3) days of submission.

N. Legislative Impacts

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement.

During the life of the Agreement, at the request of either party, Article 32A will be reopened for negotiations between the parties.

O. Evaluator Conflicts

In the event that there may be a conflict of interest, for instance when the evaluator has a family member in an employee's class, the employee may request a different evaluator. Every reasonable effort will be made to honor that request.

ARTICLE 33 -- SEPARATIONS AND RESIGNATIONS

A. Employee Obligations.

Each employee is expected to fulfill the terms of employment. If termination of services is at the end of the school year, the employee is requested to give notice by March 15. Employees should not expect to be released from their contracts after July 1. Except in emergency circumstances requiring termination of the contract, notice should be given at the earliest possible date.

B. Administrative Obligations.

An exit interview, whenever possible, is to be held by the principal or the Superintendent or Superintendent's designee with the employee who is terminating employment. A reference will be sent to the employee's employment agency to become a part of the permanent placement file if requested. The Superintendent or Superintendent's designee shall assist the employee who is terminating services in securing information relative to available benefits.

ARTICLE 34 - GRIEVANCE PROCEDURE

A. Definitions.

1. A "grievant" shall mean a teacher or group of teachers or the Association filing a grievance.
2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement or of an existing Board rule, policy or practice, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Work-days" shall mean teacher employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of procedure.

Failure to appeal the grievance to the next step within the timelines herein stated shall cause the grievance to be waived.

B. Association Rights.

1. At least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.
2. If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving the administrator above the building level may be filed by the Association at Step 2.
3. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step 2.
4. The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application of interpretation of the Agreement.

C. Individual Rights.

1. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.
2. A grievant may be represented at all stages of the grievance procedure by their self, or at their option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Grievance Steps.

Step 1: Immediate Supervisor.

The parties in interest acknowledge that it is usually most desirable for an employee and their immediately involved supervisor to resolve problems through free and informal communications. Within twenty (20) work-days of knowledge of the act or condition which is the basis of the grievance, the grievant may present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within five (5) work-days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) work-days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2: Superintendent.

If the grievant is not satisfied with the disposition of their grievance at Step 1, or if no decision has been rendered within six (6) work-days after presentation of the grievance, the grievance may be referred within five (5) work-days to the Superintendent or their official designee. The Superintendent or their official designee shall arrange for a hearing with the grievant and/or Association, to take place within five (5) work-days of their receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or their official designee will have four (4) work-days to provide a written decision, together with the reasons for the decision to the Association.

Step 3: Board of Directors.

If the grievant is not satisfied with the disposition of their grievance at Step 2, or in the event that no decision has been rendered within five (5) work-days after presentation of the grievance, the grievant may request, through the Superintendent, that the grievance be heard by the Board of Directors. Such request will be made within five (5) work-days after receipt of the Superintendent/designee's decision.

The Board of Directors shall, within fifteen (15) work-days of the receipt of the request, meet with the grievant(s) in closed session to hear the history and substance of the grievance. At this hearing the grievant may present such information to the Board as it deems necessary to properly state the grievance.

Not later than five (5) work-days after this hearing, the Board of Directors shall communicate in writing its decision to the grievant(s).

Step 4: Binding Arbitration.

If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within five (5) work-days after the meeting with the Board, the grievant may request the Association move the grievance to arbitration if the grievance involves the interpretation, meaning or application of any of the provisions of the Agreement. Such request will be made within five (5) work-days after receipt of the Board of Directors' decision. The Association shall give written notice to the Board of its desire to submit the grievance to binding arbitration. Such notice must be made within twenty (20) work-days of the grievant's receipt of the Board's decision. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) work-days after such written notice of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) work-day period, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) by either party.

The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding.

The costs for the services of the arbitrator, including per diem expenses, if any, and their travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

E. Jurisdiction of the Arbitrator.

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine their inquiry and decision to the specific area of the Agreement as cited on the grievance form. Upon the request of either party, the merits of a grievance and the substantive arbitrability of issues arising in connection with a grievance may be consolidated for hearing before an arbitrator.

The substance of an evaluation report is not grievable; non-renewal and dismissal of employees and matters relating to evaluation and placement of employees on probation and Reductions in Force (RIF) shall be grievable only through Step 3 of the grievance procedure. Following Step 3, such matters shall be governed and controlled by appropriate statute.

If more than one member is non-renewed as a result of a RIF, the impacted employees may all elect to pursue a single consolidated arbitration or to follow the statutory procedure set forth in Chapter 28A.405 RCW, but may not pursue both remedies. If arbitration is elected, that decision must be communicated to the District within the timelines set forth in RCW 28A.405.300.

F. Exceptions to Time Limits.

When a grievance is submitted on or after June 1, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Deadlines that extend into summer break may be extended by either party to a mutually agreeable date.

G. No Reprisals.

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of participation in this grievance procedure.

ARTICLE 35 – PROFESSIONAL/ENRICHMENT HOURS (formerly called “Time Resources”)

- A.** In addition to all other compensation included in this agreement, the District shall grant employees additional time for the professional and enrichment activities below. Employees shall be paid at their per diem rate. Pursuant to this article, each employee is entitled to 52.5 hours as described in the following sections.

B. DISTRICT- and BUILDING-Directed Supplemental Hours

There are 36.5 optional hours, and in this category for District and Building-Directed hours.

Allowable activities for supplemental days shall include those activities determined by the District and Building and shall be for the purpose of improving teaching and learning.

Payment for DISTRICT- and BUILDING-Directed hours will be via timesheet and verified by building sign-in sheets. All certificated staff are encouraged to attend these optional hours.

These hours will be used as follows:

1. Fourteen (14) hours prior to the start of the school year for professional development known as “Tumwater U.” The District will provide the scheduled dates for Tumwater U by the end of June.
2. Twenty-two and half (22.5) optional hours will be BUILDING-Directed and may be used in hourly segments for a variety of activities, including but not limited to Open House, Building Retreats, extending faculty meetings, etc.

C. SELF-Directed Supplemental Enrichment Hours

There will be eleven and a quarter (11.25) optional hours in this category. These hours will be paid at the employee’s per diem rate via timesheet.

1. Seven and half (7.5) hours will be provided for teachers to prepare their classroom outside the regular workday.
2. Three and three-quarters (3.75) hours shall be teacher directed. Possible activities could include, but are not limited to:
 - a. Supporting student activities and/or community events
 - b. Providing individual help to students
 - c. Planning, organizing, or help at enrichment activities outside the regular day
 - d. Mentoring or peer coaching another employee outside any district mentor program
 - e. Other activities that qualify as enrichment

D. Required District Safety Trainings

1. Each employee will receive four and three-quarter (4.75) hours of pay to complete required District safety training (i.e., Vector).
2. The District will set a due date for the required safety training. Pay for the training will be included on the employee's November pay warrant.
3. If an employee fails to complete the required training during the school year, then the four and three quarters (4.75) hours will be subtracted from the employee's August pay warrant.

E. Part-Time Employee Access to Professional/Enrichment Days (same language, moved location)

Part-time employees participating for the full day shall be compensated at their per diem rate for a full day. Part-time employees participating for less than the full day shall be compensated on a pro-rated basis.

F. ACT Day Participation--Part-time Employees

Part time employees who participate in ACT day activities outside of their regularly scheduled day shall be compensated for ACT time at their per diem rate.

ARTICLE 36 – CAREER ENHANCEMENT

A. Credit Reimbursement.

1. A pool of funds shall be created each year of this Agreement to provide career enhancement/in-service opportunities for bargaining unit members. This pool shall consist of \$50,000 annually.
2. Applications for credit/clock hour reimbursement are due in the Human Resources Office by September 30 of each year. Reimbursement is for courses ending in the immediately preceding school year (September 1 to August 31). Payment will be made in December. A receipt and copy of the grade/transcript must be attached to the back of the application.
3. The annual pool shall be fully allocated on a per credit basis not to exceed the employee's expenditures.

B. Re-Training Reimbursement.

Employees who are identified by the District to need re-training for new/different work areas within the bargaining unit will be reimbursed for 100% of the District-approved re-training costs. Retraining Reimbursement will not be included in the pool amount defined in Part A.

ARTICLE 37 -- CLASS SIZE AND STAFFING LEVEL ISSUES

- A. The Association and the District recognize the importance of manageable class sizes at all levels, particularly in light of the increasing needs of all students in our classrooms. Satisfactorily addressing class size and high-impact issues is one of our highest priorities. The Association and the District recognize their shared responsibility and commitment to educate all students, including students from a broad range of economic backgrounds and circumstances, including students with diverse racial, ethnic, or cultural backgrounds; LGBTQIA + students; students with disabilities; students with limited English proficiency; migrant children; "at-risk" youth; and academically, athletically, and artistically talented students.
- B. **Joint District-Association Process for Addressing Class Size and Staffing-Level Issues.** The Association and the District recognize the value of joint discussion of such staffing-related issues as student enrollment, staffing FTE's class sizes, class configurations, high-impact issues, etc. To further this joint discussion, the Article 2 Group, or an ad hoc staffing advisory committee appointed by the Article 2 Group, shall address such issues.

The purpose of this process shall be to provide a forum for a dialogue, and opportunity to assist in the development of recommendations, and a locus for resolution of concerns unresolved at the site level.

Nothing in this Agreement shall inhibit or diminish the responsibility and authority of the District to make staffing decisions in a timely manner consistent with other contractual provisions, district policies, and/or state or federal statutes or regulation.

The Association and the District agree to explore the following concepts as we continue to develop strategies to assist us in addressing the twin concerns of high class sizes compounded by the increasing needs of all students. The two parties agree to publicize in a timely manner other mutually agreeable concepts and strategies.

- a. Flexible solutions--one solution won't fit all situations;
- b. Site based solutions within district-wide parameters and with district support;
- c. Teacher options;
- d. More effective practices; and
- e. Supplemental resources to meet demonstrated needs.

The Article 2 Group, or its ad hoc staffing advisory committee, will meet in the spring to discuss student enrollment projections for the following year and identify sites where staffing-level adjustments might become necessary. The Human Resources Director will consult closely with the Association President or her/his designee as decisions are made as how these adjustments can best be made. Adjustments could include staff transfers,

expansion of the District's continuing contract commitments, or hiring leave-replacement employees.

C. Professional Judgment Resources to Address High-Impact Issues.

1. The Association and the District agree to create a pool of resources to address concerns about high-impact issues.

The District shall supply all necessary additional supplies, materials, and curriculum to address high impact needs.

2. **Unused Article 37 Funds.**

The Article 2 Group will determine how unused Article 37 funds will be distributed after the conclusion of the previous fiscal year. If the Article 2 Group cannot agree on alternative disposition of unused Article 37 funds, they will be distributed on a per-student basis to sites for site-based priorities.

3. **Professional Judgment Guidelines.**

Through the Article 2 process, the parties adopted a set of guidelines describing appropriate (and inappropriate) uses of Professional Judgment Resources. Copies of this document ("Professional Judgment Guidelines") shall be kept by the Association and the Human Resources Administrator, and are available upon request.

4. **Professional Judgment Resources at the Site Level.**

When an employee, in exercising their professional judgment, determines that high-impact student issues are negatively impacting the learning process, the employee, building administrator, and/or building representative will seek creative solutions to those concerns at the site level. Such solutions will meet the approval of the classroom teacher and building administrator and building Student Support Team (SST) process when appropriate. Each school year, \$47,000 will be distributed as follows to address professional judgment concerns about high-impact student issues: \$4,500 for each elementary, middle, and high school; and \$1000 for Cascadia High School.

5. **Professional Judgment Resources at the Article 2 Level.**

The parties agree to create a fund for the Article 2 Group to use to address high-impact concerns. In the event that professional judgment concerns about high-impact issues cannot be resolved at the site level, employees with their principal and other involved staff may present their need and request to Article 2.

Resources may be allocated to the Article 2 Group to address professional judgment concerns according to the process described in Article 37.C.2 above.

Unused funds will roll-over to the Article 2 Committee at the end of each school year; provided that the total funds accumulated in the Article 2 fund shall not exceed \$35,000 in any given year.

D. ELEMENTARY CLASS SIZE TRIGGER LEVELS

Equitable Class Loads.

The two parties recognize that individual and combined student needs can disproportionately impact the learning environment in a classroom. In order to enhance learning opportunities for all students, the parties agree that class loads shall be distributed in an equitable manner that takes high impact factors into account. High impact factors include: total class size and caseload, student attendance, behavior and discipline patterns, teacher experience and expertise, environment and minutes of service considerations, HiCap, ELL, and/or, McKenny Vento enrollment. Concerns about the equitable distribution of students will be discussed initially with the building administrator. The parties will include the program administrator if appropriate. If the concern is not resolved the parties may refer to Article 2.

Impact Paraprofessional Time.

The District and the Association are committed to work toward class sizes that do not exceed the class size levels shown in the chart below. If a level is exceeded, elementary teachers shall be entitled to two and three quarter (2.75) hours of "impact paraprofessional" time, assigned to the individual classes that exceed the class size level, unless other creative solutions are developed at the site. Teachers may elect to receive overload payment or other flexible options in lieu of paraprofessional time.

Impact Paraprofessional Time – Flexible Options.

Unless the teacher elects to receive overload payment in lieu of paraprofessional time, impact paraprofessional time will be added within ten (10) working days. A substitute impact paraprofessional may, at the teacher's discretion, be hired immediately to provide assistance until the impact paraprofessional can be hired. The teacher and the impact paraprofessional may also design a schedule of hours satisfactory to both parties other than simply the number of hours triggered each day. The number of hours contained in any modified schedule shall not exceed the overall number of hours triggered each semester unless other resources are made available pursuant to other sections of Article 37.

Alternative Uses of Triggered Resources.

If an elementary teacher qualifies for impact paraprofessional time and would like to use those resources in some other manner to address class size issues, they may develop a plan with their principal, site team, and/or Association building rep in a manner consistent with their site's, site-based decision-making procedures and the CBA. Uses of triggered resources may include, but are not limited to, any of the following:

- a. "impact paraprofessional" time;
- b. certificated substitute time to either "release" the teacher from the classroom or to work in a classroom alongside the teacher;
- c. Overload compensation equal to \$22.00 per student per day in overload

Multi-Aged, Combined, and Split Classes

In the cases of multi-aged classes, combined classes, and split classes, the district will use the

lower class size level to assign impact time. A reasonable effort will be made to avoid split classes. Prior to assigning a split class, the District will solicit volunteers to fill the position.

Partial Day Impact

The parties agree that any elementary classroom teacher who is at impact for a partial day as a result of a “walk-to” program, taking students from a split class, or receiving students for an intervention class may request the use of professional judgment funds.

Specialist Impact

Any elementary specialist (music, physical education, library, or writing)-who is at partial day impact as a result of students from a class which is at impact or is a split class shall be entitled to impact time and compensation as described in this article, except that elementary band and orchestra will be at impact at 32 students.

Elementary Class Size Levels.

[Note: A teacher shall receive triggered resources when their class size exceeds the target levels contained in the following chart.] Every effort will be made to not exceed these levels. Prior to staffing any classroom over impact, the building principal(s) will provide each affected educator with a description of the efforts made to avoid exceeding the bargained levels.

Grade Level	
TK	19
K	21
1	22
2	23
3	24
4	26
5	27

9. Elementary Library Resources.

Based on the student population within each school, each elementary school library will receive the following resources:

525-574 students – 1 hour of additional paraprofessional time per day, in no less than thirty (30) minute increments.

575 students and above – 2 hours of additional paraprofessional time per day, in no less than thirty (30) minute increments.

This additional time shall be used to support the functions of the library and shall include but not be limited to:

- a. shelving books
- b. assisting students with library services
- c. maintaining library service operations during designated times
- d. general organization based on library needs

10. Split Classes

All elementary school grade level teachers electing or required to teach a split class shall receive compensation equal to overload of two (2) students. Additionally, in the event a split class reaches impact, the overload payment will be triggered at the lowest grade level of the students in the class. At the discretion of the teacher, use of these resources may include, but are not limited to, any one, or any combination of items “a” through “e” below, OR item “f”

- a. “impact paraprofessional” time;
- b. certificated substitute time to either release the teacher from the classroom or to work in a classroom at the direction of the teacher;
- c. compensation at curriculum rate for the teacher’s additional planning time; OR
- d. compensation to be paid as a supplemental contract from the Co-Curricular Salary Schedule (see Appendix B-1).

1. Split teaching assignments.

- a. The “Right of first refusal” in accepting or rejecting the assignment shall be based upon seniority within the grade bands affected.
- b. No teacher shall be required to teach a split classroom for two consecutive years.

11. Additional Impact Relief.

When a class exceeds the impact level, the affected employee may meet with the administrator(s) to discuss possible alternatives for improving the learning process. This meeting shall occur within five (5) days of the request by the teacher. Any relief shall be mutually agreed upon by the administrator and the teacher, and shall be implemented within ten (10) working days.

12. **Specialist Work Load**

A good faith effort will be made to limit the number of daily preps for elementary specialists (music, technology, physical education, intervention, library/media).

E. **SECONDARY CLASS-SIZE AND TOTAL DAILY LOAD TRIGGER LEVELS**

1. **Equitable Class Loads and Electives.**

The two parties recognize that individual and combined student needs can disproportionately impact the learning environment in a classroom. In order to enhance learning opportunities for all students, the parties agree that class loads shall be distributed in an equitable manner that takes high impact factors into account. High impact factors include: total class size and caseload, student attendance, behavior and discipline patterns, teacher experience and expertise, environment and minutes of service considerations, HiCap, ELL, and/or, McKenny Vento enrollment. Concerns about the equitable distribution of students will be discussed initially with the building administrator. The parties will include the program administrator if appropriate. If the concern is not resolved the parties may refer to Article 2.

2. **Impact Paraprofessional Time.**

The District and the Association are committed to work toward total daily loads that do not exceed the levels shown in the chart below. If a total daily load is exceeded after the fifth day of a semester, secondary teachers shall be entitled to five (5) hours of "impact paraprofessional" time per week, unless other creative solutions are developed at the site or through the Article 2 Group or its designee with the approval of the affected teacher.

3. **Impact Paraprofessional Time – Flexible Options.**

Impact paraprofessional time will be added within ten (10) working days. A substitute impact paraprofessional may, at the teacher's discretion, be hired immediately to provide assistance until the impact paraprofessional can be hired. The teacher and the impact paraprofessional may also design a schedule of hours satisfactory to both parties other than simply the number of hours triggered. The modified schedule shall not exceed the overall number of hours triggered each semester unless other resources are made available pursuant to other sections of Article 37.

4. **Alternative Uses of Triggered Resources.**

If a secondary teacher qualifies for impact paraprofessional time and would like to use those resources in some other manner to address class size issues, they may develop a plan with their principal, site team, and/or Association building rep in a manner consistent with their site's site-based decision-making procedures and the CBA.

Uses of triggered resources may include, but are not limited to, any of the following:

- a. "impact paraprofessional" time;
- b. certificated substitute time to either "release" the teacher from the classroom or to work in a classroom alongside the teacher;
- c. Overload payment of \$4.40 per student per day

5. **Secondary Class Size and Targeted Average.**

The employee workload in secondary classrooms (except band, choir, orchestra, and PE) shall average no more than 27 students per period, with a class size of 30 for impact. These calculations shall exclude student assistants or peer tutors. If an individual class exceeds the impact level (30), overload compensation will apply. If the overall targeted average of 27 is exceeded, overload compensation will apply at the rate of \$4.40 per day per 1.0 FTE student added to an employee's total caseload. Employees will only receive overload compensation for one of the two provisions, whichever provides the greater compensation.

Example: 5 classes at 27 students = 135. If a teacher has 136 total students they would receive \$4.40 per day. If a teacher has 140 total students (average of 28), they would receive \$22.00 per day.

Employees must complete the monthly impact compensation claim and indicate which compensation option has been selected.

<u>Grade Level</u>	<u>Targeted Average –Impact</u>
Middle School	27 – 30
High School	27 – 30
PE – MS	30 – 34
PE – HS	32 – 36
Performance Music – MS	50 (impact only)
Performance Music – HS	70 (impact only)

6. **Secondary Class Trigger exceptions**

Secondary class triggers shall not apply in instances where the teacher and the administration at a site by mutual agreement have arranged through the Article 2 Group for a waiver to accommodate special variations in the curriculum, instructional methods, daily schedule, or staff organization. Waivers may be requested through the Article 2 Group according to the guidelines contained in Article 1.B.7. Any teacher who requested an exemption from secondary triggers may withdraw the request for the following school year by June 1. For safety purposes, no class excepted according to this section shall exceed seventy.

7. **Additional Impact Relief**

When a class exceeds the impact level, the affected employee may meet with the administrator(s) to discuss possible alternatives for improving the learning process. This meeting shall occur within five (5) days of the request by the teacher. Any relief shall be mutually agreed upon by the administrator and the teacher, and shall be implemented within ten (10) working days.

8. **Cascadia High School**
Class sizes at Cascadia shall not exceed the traditional 1:15 ratio.
9. If any teacher initially qualifies for impact assistance and then at a later date within the semester, the class-size falls to or below the targeted average, these procedures will be followed:
 - a. If an impact paraprofessional is hired, the District has the option to relocate/reassign the paraprofessional to another needed area within the school or District.
 - b. Any previously purchased materials and supplies will remain with the classroom/school. Any previously booked field trips, etc. will be honored.
 - c. If the plan includes compensation for planning or overload, then the amount will be prorated to reflect the actual time at impact plus five (5) additional impact days (not to exceed the total number of days in semester).

ARTICLE 38 -- ASSISTANCE FOR STAFF WORKING WITH SPECIAL NEEDS STUDENTS

A. **Special Education Caseload.**

For the purpose of this section, students shall count towards caseloads when the student begins to receive services from the Special Education teacher. In the event any SLP, OT, or School Psychologist caseload is more than 20% higher than the bargained overload limits, the District will meet with the employee upon request to discuss alternative remedies, which could include additional staffing, or a "Super FTE" contract for District staff.

1. **Speech and Language Pathologists.**

The maximum caseload for a full time (1.0 FTE) speech and language pathologist (SLP) will not exceed 48 students per FTE. Each full time SLPA that is assigned to the SLP program shall count as 0.5 FTE when calculating caseload (part-time SLPA hours shall be prorated into the formula). Assigned paraprofessionals who are not SLPAs will not count towards caseloads.

When the number of IEP students exceeds forty-eight (48) relief will be provided at the rate of \$200 for each SLP per month. Such payment will be made the last day of each month.

Factors used in determining caseloads include but are not limited to:

- a. the number of sites assigned
- b. students' qualifying disabilities
- c. direct therapy time determined by the IEP
- d. availability and use of Paraprofessionals
- e. the number of assessments and IEPs
- f. assignment to the pre-school assessment team

The SLP team will determine sites, program coverage, and sharing of work responsibilities with SLPAs, subject to the approval of the Special Services Director/designee.

Caseload reviews may be requested on a semester basis. In the event of inequitable caseload sizes among therapists, the SLPs shall work together to make adjustments as necessary.

2. **Occupational Therapists and Physical Therapists.**

The maximum caseload for a full-time (1.0 FTE) Occupational Therapist or Physical Therapist (OT/PT) will not exceed 45 students per FTE. Each fulltime COTA and PTA (Certified Occupational Therapist Assistant and Physical Therapy Assistant) that is assigned to the OT program shall count as .5 FTE when calculating caseload (part time COTA/PTA hours shall be prorated into the formula).

Factors used in determining caseloads include but are not limited to:

- a. the number of sites assigned (including travel time and set-up/breakdown time)
- b. students' qualifying disabilities
- c. direct therapy time determined by the IEP
- d. availability and use of Paraprofessionals
- e. the number of assessments and Individualized Educational Plans
- f. assignment to the pre-school assessment team

The OT/PT team will meet to determine sites, program coverage, and the sharing of work responsibilities with COTA/PTAs subject to the approval of the Special Services Director/designee. Assigned paraprofessionals who are not COTA/PTAs will not count towards caseloads.

Caseload reviews may be requested on a semester basis. In the event of inequitable caseload sizes among therapists, the OTs and PTs shall work together to make adjustments as necessary.

When the number of IEP students assigned to an employee's caseload exceeds forty-five (45), relief will be provided two-hundred (\$200) per month for each OT and PT. Such payment will be made the last day of each month.

OTs, PTs, SLPs and RNs who maintain Department of Health licensing through the State of Washington in addition to their ESA certificate shall receive an additional, annual \$750 stipend each year.

3. **Pre-School Program.**

Planning time for the Tumwater Pre-school program shall be scheduled Friday of each week. Up to once per month, if activities such as Child Find must be scheduled on a Friday, the District may schedule planning time at other times during the week, provided that each employee will have a minimum of 200 minutes per week for planning time. Each school's administration will ensure that preschool teachers receive their lunches and breaks. If a preschool teacher is not receiving this time, then the preschool teacher may address the issue with the Executive Director of Human Resources.

Employee planning time will not be unreasonably interrupted. Reasonable interruption shall consist of parent, student, staff or evaluation conferences and will be scheduled in advance when possible.

Total class size shall not exceed fourteen (14) students per session, including up to three (3) peer models.

Each Pre-School teacher shall receive six (6) hours of Paraprofessional time when students are in attendance. When a preschool class exceeds ten (10) students, then an additional six (6) hours of Paraprofessional time when students are present will be added.

When the number of IEP students assigned exceeds sixteen (16) IEPs, relief will be provided at the rate of \$11.00 per student per day based on daily enrollment. Such payment will be made monthly.

The District will bargain any mandatory subjects related to pre-school program.

4. **Resource Room Teachers.**

The maximum caseload per site for each Special Education instructor shall be twenty-six (26) students per full-time certificated teacher. When the number of students with IEPs on the teacher's caseload exceeds twenty-six (26), relief shall be provided at the rate of \$22.00 per student per day based on the monthly count. The count and payment will be made on a monthly basis.

Factors used to determine class loads shall include, but are not limited to:

- a. student's qualifying disabilities;
- b. direct therapy/instructional time defined in the IEP;
- c. grade levels of students; and,
- d. availability and use of Paraprofessionals.

Each site's Special Education team will collaborate to determine program coverage and the best use of Paraprofessionals.

5. **School Psychologist**

The maximum caseload for a full time (1.0 FTE) school psychologist will not exceed a District average of 900 FTE students in assigned buildings. Factors used in determining caseloads include but are not limited to:

- a. the number of sites assigned.
- b. students' qualifying disabilities.
- c. number of assessments and IEPs.
- d. assignment to the pre-school assessment team.

The psychology team will determine sites and program coverage subject to the approval of the Special Services Director/designee.

Caseload reviews may be requested on a semester basis. In the event of inequitable caseload sizes among school psychologists, the team shall work together to make adjustments as necessary.

6. **Self-contained classrooms.**

The maximum caseload for each self-contained instructor shall be ten (10) students per full-time certificated teacher. Each self-contained teacher shall receive six (6) hours of Paraprofessional time. When the number of students exceeds 10 relief shall be provided at the rate of \$22.00 per student per day based on the monthly count. Such payment will be made monthly.

7. **Learning Independence by Networking Community and School (LINCS)**

The maximum caseload for each L.I.N.C.S. Special Education instructor shall be twelve (12) students per full-time certificated teacher. Each special education teacher shall receive a minimum of six (6) hours of Paraprofessional time.

When the number of students exceeds twelve (12) relief shall be provided at the rate of \$22.00 per student per day based on the monthly count. Such payment will be made in a lump sum on a monthly basis.

8. **Teachers of the Vision Impaired/Orientation and Mobility Teacher/Teacher of the Deaf**

TVI teacher caseload shall not exceed seventeen (17) visually impaired students total for a 1.0 FTE employee.

When the number of TVI students exceeds 17, relief shall be provided at the rate of \$22.00 per student per day based on the monthly count. Such payment will be made on a monthly basis.

In the event the number of TVI students does not require a 1.0 FTE, the TVI teacher may be assigned additional case management duties in no more than two (2) schools. The assignment of additional duties will be made in consultation with the TVI teacher and will not exceed the workload associated with a 1.0 FTE.

The District shall provide TVI teachers a daily schedule with adequate travel time allocated. The District shall develop the daily schedule in consultation with the TVI teacher.

B. Site-Level Special Education Resources.

1. Each site is receiving resources (monies, staff, in-service) from special education sources to assist staff with the implementation of program for special education students. All Site-Level Special Education Resources designated for Occupational Therapist (OT), Physical Therapist (PT), and Speech Language Pathologist (SLP) only students will be maintained separately from the sites calculations. The building administrator will work collaboratively with the OT's, PT's, & SLP's for the expenditures necessary to serve the OT, PT and SLP students of the site where these funds were generated and align with the guidelines below in 38.A.3. The use of remaining resources will be considered and accessed by all Special Education team members in the building excluding OT's, PT's, SLP's & Psychologists as they carry out their duties in that building. School Psychologist test protocols and other testing materials shall be paid from the Special Services Department Budget. The allocation of \$100 per special education student will be made based on the special education students enrolled at that site based upon the April count of the previous year. In the event there are additional IEP students added after April, a new count and calculation will be conducted on October 1st.
2. Each year, the District and the Association will jointly communicate the amount of resources available per site as of November 1 of that year. The use of these resources will be determined by the special education staff in collaboration with the building/site administrator.
 - a. Employees serving students with special needs or 504 plans will receive necessary support including training, equipment, facilities and personnel.
3. Uses of Site-Level Special Education Resources must comply with all applicable State and Federal laws and District policy. The use of these funds shall include, but not be limited to, any of the following:
 - a. Fund impact time for specific student need that would be unmet otherwise.
 - b. Pay for materials to meet teacher and student needs.
 - c. Release time for special education teachers to monitor their paper flow.
 - d. Release time for special education teachers to transition new students to their site.
 - e. Fund training to support student needs.

- f. Half-day substitute as needed for staff planning and GQP or IEP meetings.
- g. Other ideas as designed by the site to meet student and staff needs.

C. Site-Level Special Education Committees.

Each site will develop a process, including a committee composed of special education and general education employees, to address the challenges faced at their site. Each site will continue to seek solutions and create options for a continuum of services as deemed appropriate through its collaborative special education committee. District Special Services will assist and support sites to provide such a continuum of services. Each site special education committee will review on an ongoing basis program issues such as, but not limited to, the following:

- 1. flexibility of their site model;
- 2. an appropriate continuum of options, which may include, but not be limited to, an autism program, a behavior disorder program, or a behavior disorder room;
- 3. effective collaboration between special education and general education staff; and
- 4. overall best practices and program effectiveness.

D. Site-Level Collaboration Funds.

Collaboration funds will be allocated to each site from district resources. These funds shall be used to create collaborative relationships between general and special educators to enhance programs for Special Education students. Each site shall receive collaboration funds as follows: \$50,000 annually to be used by the sites (P-12) and distributed on a per special education student FTE, based upon the April count of the previous year.

Possible uses of these funds include, but are not limited to, the following:

- 1. Pay for extended meetings outside the contracted day, including GQP (Group of Qualified Professionals) and IEP (Individual Education Plan) meetings.
- 2. Pay for time during the summer for specialists, general educators, and special education staff to plan programs for special needs students.
- 3. Release time as needed for collaboration between special education and general education employees.
 - a. Pay for site-specific training.
 - b. Pay for teams of teachers and para-educators to meet to design and implement plans.
 - c. Other options which promote collaboration among staff members.

E. Program Development.

1. Program development, including IEP and GQP processes and procedures, will be developed at each site in alignment with Board policy, state and federal laws, and the collective bargaining agreement.
2. Program development shall occur in alignment with the collective bargaining agreement, including the amount of special education dollars per special education student going to each building (38.A.); the options available to each site for resource use (38.A.3.); and the amount of Collaboration Funds at each site and the possible uses for these resources (38.C.).

F. Placement Considerations.

The Association and the District agree that great care needs to be given to the placement process when assigning special needs students to classes. Placement decisions by the IEP process shall consider student needs, teacher and classroom factors, and the resources available for support of accommodations. The District and Special Education Leadership Team will work together to ensure the referral and placement decision making process is consistent across all worksites. If a teacher has concerns about the appropriateness of a special education student's IEP or 504 plan, including the placement and/or level of services being provided and/or whether the student is benefitting from her/his IEP or 504 plan, the teacher should bring this concern to the IEP or 504 team. If unresolved, the matter may be referred to Article 2.

G. Professional Judgment.

Any teacher who determines, in their professional judgment, that high-impact student issues are negatively impacting the learning process, may utilize the process identified in Article 37, Section C. This provision extends the eligibility for Professional Judgment resources to special education employees and to general education employees working with special education students.

H. District-Association Information-Sharing.

The two parties recognize the value of working together to identify our special needs-related successes and to identify program areas needing improvement. The District will share with the Association leadership the results of any special education self-studies and any state-directed monitors that take place during the term of this Agreement. The District will also brief the Association leadership on any changes in federal and state special education rules and regulations that take effect during the term of this Agreement. The District will also share this information with bargaining unit members through on-going communication to include regular updates from Director and Special Education Team Leadership (SPEDTL) team members. The Association will also share with the District any information it gathers regarding special education-related issues.

I. Paraprofessional Support Option in Self Contained Classrooms.

Special Education teachers in a self-contained program receives a minimum of six (6) hours of paraprofessional support (per Article 38). The paraprofessional(s) will be scheduled in such a manner to provide a full six (6) hours of support. When a self-contained classroom exceeds ten (10) students, then an additional six (6) hours of Paraprofessional time will be added to the classroom. A teacher may decline the additional paraeducator at the sole discretion of the teacher. A good faith effort will be made to maintain consistency and continuity of paraprofessional staffing in self-contained programs.

J. Special Education Facilities and Supplies.

The District understands that adequate facilities must be provided in order for the staff to meet the IEP requirements of their students. Facilities include adequate bathrooms and toileting/diapering facilities, safe isolation rooms and any other facility or equipment required by students' IEPs.

When staff members believe that inadequate space exists, they will first attempt to find a solution at the building level. If a solution cannot be determined, the issue will be brought to Article 2 for discussion and resolution.

Each OT, PT, Special Education teacher, SLP, and School Psychologist will be provided a workspace in each building that will include:

- An office or work area that can be locked,
- A telephone,
- A desk,
- A computer, network access, printer access, and software upgrades similar to those available to regular classroom teachers,
- A locking filing cabinet

K. Special Education Itinerant Schedules.

The District recognizes that staff members are guaranteed planning time and a thirty (30) minute duty free lunch period. The District and certificated staff members will work together to create a schedule that provides for adequate transition time between buildings, a daily planning time, and a regularly scheduled thirty (30) minute duty free lunch.

L. Additional Days for Special Education Employees

Ten (10) days per year shall be paid via stipend to all special education employees (special education teachers, SLPs, OTs, PT and school psychologists.) Each day shall be pro-rated by FTE and shall be documented via District-provided form. This time shall be payable at per diem rate for time spent preparing IEPs and caseload management outside of the regular work day and/or state assessments.

M. New Special Education Employee Support

1. Special Education Employees new to the profession and/or new to special education shall be assigned a mentor who provides similar services to similar grade bands. The mentor will be paid \$500 per year on a supplemental contract. No mentor shall have input into an evaluation.
2. In order to attract and retain Special Education employees, the District will provide special education teachers who are new to the District two (2) days of pay at their per diem rate to familiarize themselves with District implementation practices, student caseload and needs, the electronic IEP system, and to perform other work in preparation for their work with the District. Teachers new to the District and new to teaching special education shall receive three (3) days for this purpose. This time will be spent in buildings but will not need to be recorded on timeslips.

ARTICLE 39 -- BUILDING HANDBOOKS

The Association, or its designee, will review building or faculty handbooks written for individual buildings in the District before said handbooks take effect.

ARTICLE 40 -- REDUCTION IN FORCE

In the event that the District projects a revenue loss that could result in a Reduction in Force, it shall notify the Association prior to April 15. The District shall provide to the Association what it believes the basis for the projected loss of revenue is to be. The District may consider reductions in program, services, and personnel, but it will not reduce the workforce, place any employee on furlough/layoff status or adversely affect any certificated employee in contract status, on the basis of loss of revenue until the provisions of Part 1 hereunder have been complied with and unless such furlough/layoff or adverse action is consistent with Part 2 hereunder.

The procedure shall apply equally to all certificated employees of the District except the chief administrative officer (Superintendent) and those employees excluded from the Association bargaining unit by law, except that the District may choose to put back on the seniority list a provisional administrator. Any provisional administrator placed on the seniority list shall be placed there under the following provisions:

1. Only seniority earned while a teacher in Washington State shall count toward placement.
2. Said placement shall take place before April 15th of any year.
3. In the event other policies, rules or regulations of this District are found to be in conflict with this procedure, this procedure shall be controlling. This shall not prevent other bargaining units from bargaining similar procedures, as provided by law, except that in no way shall any agreement lessen or modify the protections under this section.

A. Part 1 -- The District shall implement the following procedure:

1. **Budget and Budget Information.**
Before May 1, the Superintendent shall report to the Board and the Association identical facts, figures and other material in order to determine the amount of projected revenue for the coming fiscal period.
2. **Additional Revenues.**
The Superintendent, with counsel from the Association, shall seek out, contact, apply for and negotiate for financial assistance from all known reasonable sources, and shall furnish the Board and Association reports of such efforts.

The following provisions shall be considered minimum standards to consider in establishing the number of certificated positions available to operate the instructional program:

- a. The lowest possible student-teacher ratio will be maintained as a matter of primary importance to the education of students.
- b. All cash reserves will be planned for use, excepting only those required by law.

- c. When revenues are categorical and depend upon actual expenditures rather than budgeted amounts, every effort shall be made to maintain these programs to the limit of the categorical support; i.e., vocational education, special education, transportation, etc.

Capabilities will be maintained to provide legally required reports and processes, instructional leadership, as well as to provide for health and safety of students and staff.

Any additional revenue which shall become available to the District at any time during the ensuing school year shall be used in accordance with the standards contained in this subsection. Should the use of said revenue allow the District to employ additional certificated staff, said staff shall be employed from the employment pool established in Part 2 of this section.

B. Part 2 -- In the event that after application of Part 1 above, it is determined that the necessity exists to effect a reduction in staff for the ensuing fiscal year, the following procedures will be utilized.

1. **Staffing Requirements.**

The number of certificated staff positions available to operate the instructional program shall be determined by the Board.

2. **Qualification for Seniority List.**

In order to qualify for ranking, an individual certificated employee must possess such valid Washington State certificates as may be required by law and/or state regulation and be eligible for membership in the bargaining unit represented by the Association for the purpose of bargaining, except where provided by this Article.

3. **Longevity Seniority Defined.**

- a. Longevity seniority is defined as the number of years of contracted service one has accrued according to the Longevity Seniority Baseline (Item C.4.) The Seniority List shall be based on the expected time accrued by August 31 of each Contract year.
- b. Contracted service includes the following:
 - i. time worked under a continuing contract, including time spent in provisional or probationary status
 - ii. time worked under a leave-replacement contract
 - iii. time spent on paid leave
 - iv. time worked as a certificated substitute
- c. Contracted service does not include the following:
 - a. time spent on unpaid leave

4. **Longevity Seniority Baseline.**

The amount of longevity seniority accrued will be determined by the employee's years of experience in Washington State as reported on the S-275 report to the Office of the Superintendent of Public Instruction (OSPI)

5. **Longevity Seniority Criteria Applied.**

The following criteria shall be applied in the order in which they are listed to the employees covered by this Agreement:

- a. Certificated staff members shall be ranked as to total longevity seniority as a certificated employee in Washington State.
- b. In the event that ties exist after the application of D.1 above, those certificated staff members shall be ranked as to total longevity seniority as certificated employees in the District.
- c. In the event that ties still exist after the application of D.2 above, those certificated staff members shall be ranked as to total education credits beyond the BA as computed by the District in accordance with placement on the salary scale, as of October 1, of the then current school year.
- d. In the event ties continue to exist, the final selection shall be made by a disinterested third party.
- e. The president of the Association for the year during which this procedure shall be implemented shall for the purposes of seniority be placed ahead of the most senior certificated employee in the District.

6. **Ranking Order (Seniority).**

Every certificated employee shall be listed in conformance with subsection C above. The list shall be ordered from the highest rating with respect to the criteria to the lowest. Every certificated employee to which this procedure applies shall be provided with a list upon which that employee's name appears. In addition, the Association shall be provided with a copy of the list which includes the information specified in this subsection.

7. **Appeals.**

Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent or designee their objections to the ranking order. The employee may request consideration for the modification of the ranking order. Said individual must include in their request a full statement as to the fact on which the employee contends the list should be modified. If the Superintendent or designee rejects the individual's request for modification of the list, they shall do so in writing, and provide the individual and the Association with copies thereof. Any further appeal of placement shall be made pursuant to the grievance procedure of this contract.

8. **Staff Selection.**

After subsection A through D of Part 2 have been complied with, the number of certificated staff required to operate the program as defined under Part 1 above, shall be selected by the Superintendent or designee in the following manner:

- a. The District shall allow all employees who so choose, upon written application, a leave of absence for the ensuing school year provided such leave request is submitted prior to May 1. Further, any certificated employee taking such leave shall be re-employed at the end of the ensuing school year at the same or comparable position and/or level with no loss of rights, benefits or seniority. Should revenue not be available to reemploy said individual at the end of the ensuing year and implementation of this policy is again necessary, this staff reduction procedure shall be applied to those individuals previously on leave in accordance with its application to all other staff members.
- b. Staff selection shall be made from the list in strict descending order from highest to lowest listing on the basis of criteria listed in subsection B and subsection C above.
- c. A copy of the proposed list for retention and furlough/layoff shall be delivered to the Association and original delivered to the Board not later than May 15.
- d. The District shall, when assignments are made outside an employee's major area, provide such opportunity for retraining, recertification, and/or orientation to the new duties as may be appropriate and as may be supported within the available revenues. In any event, the annual evaluations of employees so assigned shall bear the notation that the assignment upon which they are then being evaluated is an emergency assignment outside of their major area.

9. **Furlough/Layoff Status and/or Adverse Change in Contract Status.**

Those individuals not selected for retention shall be recommended for placement on furlough/layoff status.

10. **Recall Procedure.**

- a. All certificated employees who are on furlough/laid off status shall be placed in an employment pool for recall. Employment pool personnel shall keep the District Personnel Office advised of their current addresses. Employment pool personnel shall be given the opportunity to fill open positions for which they are qualified in subsection A above. If more than one (1) such employee is qualified for an open position, the criteria set forth in subsection C shall be applied to determine who shall be offered such position.
- b. Any additional revenue that shall become available to the District at any time shall be used in a manner consistent with the guidelines and procedures specified in Part 1, and any resultant certificated employment opportunities shall be filled by recall of employees covered by this Agreement. When a vacancy occurs for which any person in the employment pool qualifies, notification from the school district to such individual will be by certified or registered mail. Such individual shall have fourteen (14) calendar days from receipt of the letter to accept the position. If any individual in the employment pool fails to accept a full-time position for which the employee is eligible or fails to receive the employment notice because the District was not kept up to date of the individual's address, pursuant to this procedure, such individual shall be dropped from the recall list.

- d. At the end of the school year in which any instructional program pursuant to Part 1.C is to be implemented, the certificated staff members remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified as per Part 2.B. In the event there are not sufficient positions to offer contracts to all employment pool personnel, the employment pool shall be reestablished. The District shall exhaust the recall pool before it hires any additional certificated staff for positions covered by this Agreement. The District shall draw its substitutes from the recall pool to the extent they are available and qualified.

11. **Application to Law.**

No provision of this policy shall be construed as an abrogation of the rights of any certificated employee, pursuant to RCW 28A.405 nor an abrogation of any of the District's or the Association's responsibilities under state law.

ARTICLE 41 -- BUILDING SUPPLY AND EQUIPMENT BUDGETS, ROOM REPAIRS, AND ELEMENTARY ALLOTMENTS

A. Building Supply and Equipment Budgets.

Employees shall have input into the drawing of the building supply and equipment budgets and room repair for the following year. Each site may use the following process or another that is developed by the site team.

1. In building where department chairpersons function, they shall act as a committee of the whole and shall perform the following task as part of their regular department duties. In buildings where there are not department chairpersons, there shall be established a building budget committee comprised of three (3) employees elected by the building staff.
2. Each committee shall survey and consolidate the projected needs for supplies and equipment not later than March 20.
3. The committee shall prepare a final proposed supplies and equipment building budget to be submitted to the site team on or before April 20.
4. The principal or site team shall then prepare an official building supply and equipment budget. This budget will be published within twenty (20) workdays after the District makes its final building allocation.

B. Room Repairs.

All employees shall be given the opportunity to express in writing their needs for room repairs for the following school year by using district's Custodial/Maintenance/Grounds Work Request form. Concerns related to employee and student health and safety will be given first priority.

C. Allotment for Teaching Supplies/Materials.

The District shall provide all necessary curriculum, materials and supplies required to provide adopted curriculum(s). Each elementary employee covered by this Agreement shall be reimbursed annually up to two hundred dollars (\$200.00) for teaching supplies/materials. Secondary supplies not covered by department budgets may be reimbursed up to \$100 per employee. Part-time instructors shall receive reimbursement prorated to their FTE level.

D. Certificated Moving Fund.

<u>BUDGET RESPONSIBILITY</u>	<u>TYPE OF MOVE</u>	<u>PAID</u> (Compensation covers taking down materials, packing, unpacking and putting up materials.) Two days of curriculum rate payment.
District— Capital Projects	As needed by Capital Projects— Involuntary move	YES
District— Human Resources	As needed by Human Resources— Involuntary transfer/displaced	YES
Building	As needed by Building— Involuntary move classroom to classroom	YES
No Reimbursement	Teacher’s Choice— Voluntary teacher choice to move	NO

ARTICLE 42 – STUDENT HEALTH SUPPORTS

The District and the Association are committed to supporting the physical and mental health of students. The District will provide counseling resources in compliance with ESSB 5030. To this end, the parties agree to the following:

- A. **Counselors** In compliance with state law, counselors must allocate at least 80% of their work time providing direct and indirect services to benefit students, as aligned with standards developed by a national organization representing school counselors. During the 2022-2023 school year, the District will collaborate with counselors to meet this goal. Counselors will not be assigned to impose exclusionary student discipline. Counselors will have the professional discretion to schedule preparation time each day consistent with the classroom teachers in their building.
- B. **Mental Health Providers and Social Workers**
In addition to school counselors, the District will continue to provide mental health resources to students through community partnerships, appropriate certificated and classified personnel, and partnerships with outside agencies.
- C. **Registered Nurses (RN)**
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.

ARTICLE 43 -- CO-CURRICULAR PROGRAM

A. **Philosophy.**

The Association and the District share the belief that co-curricular activities play a valuable role in our students' overall education.

B. **Job Descriptions and Compensation Schedules.**

The Association and the District agree to jointly establish job descriptions and compensation schedules for those co-curricular positions jointly determined to lie within the bargaining unit represented by the Tumwater Education Association.

C. **Article 2 Involvement.**

The parties agree that any problems or conflicts caused by implementing these recommended changes in job descriptions and compensation schedules shall be referred by mutual agreement to the Article 2 Group for problem-solving and possible letter of agreement.

D. **Creating, Terminating, and Evaluating Co-Curricular Positions.**

A description of the annual process for creating new co-curricular positions and terminating current positions, as well as evaluating and renewing or non-renewing co-curricular position-holders, can be found in Article 6, Sections B, E, and F.

E. **Co-Curricular Compensation.**

1. **Co-Curricular Compensation Schedule (see Appendix B).**

Co-curricular stipends are paid in the same manner as one's salary -- prorated over the district's fiscal year, beginning in October. The amount of each co-curricular position's stipend is determined by multiplying its stipend percentage in the Co-Curricular Compensation Schedule times the Co-Curricular Base Salary. (Refer to Appendix B-1 for the current co-curricular compensation schedule.)

2. **Co-Curricular Base Salary.**

Unless otherwise bargained, for each year of this Agreement, the Co-Curricular Base Salary will increase by the same percentage as the Cost-of-Living-Adjustment (COLA) determined that year by the state.

F. **Co-Curricular Job Descriptions.**

These job descriptions are maintained in the Co-Curricular Job Description Handbook maintained in the District Human Resources Office.

G. **Annual Review of Co-Curricular Stipends.**

All co-curricular stipends will be reviewed annually.

H. **Elementary Activity Stipends.**

For each year of the contract, a certain number of stipends will be available at each elementary school to pay for time spent on activities outside the regular work assignment. The site team will decide how to utilize these stipends, including combining or splitting them in order to meet site needs. Each activity funded by these stipends will be reviewed annually.

1. Six (6) elementary stipends will be available at each elementary school to pay for time spent on activities outside the regular work assignment.

ARTICLE 44 – DURATION OF AGREEMENT


This agreement shall be effective from September 1, 2025 through August 31, 2026. The agreement shall be reopened at any time upon mutual agreement of the parties with the exception of the following:

This agreement may be reopened at the request of either party for the purpose of bargaining legislative impacts on the Collective Bargaining Agreement.

The intent of either party to negotiate a successor agreement shall be made known by March 1, 2026 but not later than April 15, 2026.


Tumwater School District

10/24/2025
Date


Tumwater Education Association

10/23/2025
Date

APPENDIX

Bereavement Leave Request

Calendar 2025-2026

Co-Curricular Bargained Stipends

College in the Classroom/Advanced Placement Reimbursement

Credit/Clock Hour Reimbursement Application

ESA Evaluation

Grievance Form

Just Cause and Progressive Discipline

Leave of Absence

Memorandum of Understanding

Professional Judgment Request

Personal Property Registration Form

Salary Schedule

Secondary Prep

Separation Notice

Shared Leave Application

Shared Leave Donation Form

Teacher Evaluation (Homeroom)

Time Slip

TPEP (Danielson Framework)

Video and Audio Recording Request Form