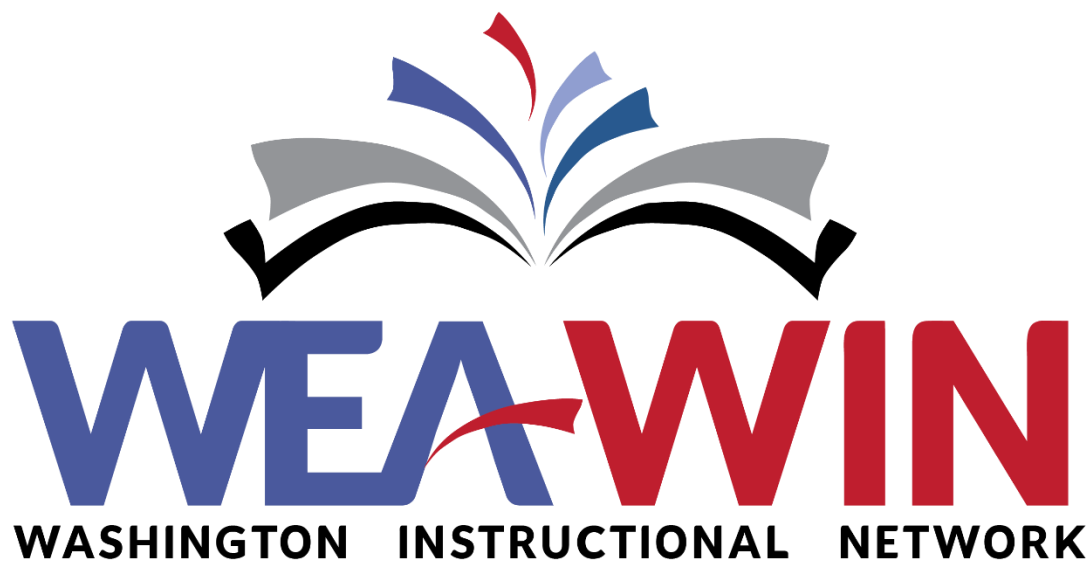


Tumwater Education Association

ADVOCATE

TumwaterEA.org

November 2025



WEA Certification Courses

Register now for WEA training

UNION DUES AT WORK

Questions about your Washington state educator certificate and what you need to do? Come find out the latest: [Register for a WEA Educator Certification 101 course.](#)

Consider the next certification steps you will need to take. Learn about what you need to do for the equity-based school practices certificate renewal requirement, STEM requirement and suicide prevention training. Find out how to add an endorsement. Explore the basics of Professional Growth Plans (PGPs) for all educator certificate roles, and how you can earn 25 clock hours at no cost for completing a PGP. Review OSPI eCertification.

Teacher Certification 101. Zoom. 2 clock hours. Courses are held from 4:30-6:30 p.m. [Register online.](#)

Audience: Teachers and CTE teachers

- Wednesday, Jan. 28, 2026
- Monday, March 9, 2026
- Monday, May 4, 2026

Educational Staff Associate (ESA) Certification 101. Zoom. 2 clock hours. Courses are held from 4:30-6:30 p.m. [Register.](#)

Audience: All school ESA roles: behavior analysts, counselors, nurses, occupational therapists, orientation and mobility specialists, physical therapists, psychologists, social workers, speech language pathologists.

- Monday, Jan. 26, 2026
- Wednesday, Feb. 18, 2026
- Tuesday, April 18, 2026



President's Corner

The Association filed two separate grievances at Step 2 on behalf of Special Education employees during the month of November. The first grievance pertains to Special Education self-contained program employees not receiving their daily planning time, breaks, and lunch. The District is contractually required to provide the daily planning time, breaks, and lunch according to Article 21 Teaching Hours Length of Workday, Article 27 Employee Facilities, and Article 28 Non-Certificated Duties. The District did not deny the grievance. The District is now conducting program audits and on-site troubleshooting at each school. The District is also addressing the substitute paraeducator crisis with ESD 113 as one of the root causes. The District is also now conducting fast-tracked hiring, targeted recruitment, and specialized training for paraeducators and substitutes with ESD 113. The Association accepted the District's response and will not move the first grievance to Step 3 Board of Directors at this time. The second grievance pertains to the definition of caseload for all Special Education employees. Article 38 states "for the purpose of this section, students shall count towards caseloads when the student begins to receive services from the Special Education teacher." The Association defines "services" to mean any work completed during any phase of the IEP process. The District defines "services" to mean only work completed after the IEP is finalized. The District denied the grievance. The Association bargaining team defined "services" at the bargaining table. The Association Article 2 team defined "services" again at the October Article 2 meeting. The Association has moved the grievance to Step 3 Board of Directors at this time.



WEA Certification Courses

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CONTINUED FROM PAGE 1

Professional Growth Plans (PGPs): Come to Introduction to PGPs (2 clock hours) to explore the basics and get started. Come to the PGP Workshop (1.5 clock hours) to work on your PGP and receive feedback from another educator. All courses start at 4:30 p.m.

- Wednesday, Dec. 10 (Introduction to PGPs)
- Monday, Feb. 2, 2026 (Introduction to PGPs)
- Monday, Feb. 16, 2026 (PGP workshop)
- Monday, April 27, 2026 (Introduction to PGPs)
- Wednesday, May 20, 2026 (Introduction to PGPs)
- Wednesday, May 27, 2026 (PGP workshop)

Find out more:

- Questions on your individual certificate? Contact the OSPI Certification Office at (360) 725-6400 or cert@k12.wa.us
- Questions on WEA course registration and clock hours? Contact [Lisa Mulhall](#).
- Questions on certification policy and practice? Contact WEA Certification Specialist [Maren Johnson](#).



Article 34 Grievance Procedure: Individual Rights

What are an individual certificated staff employee’s contractual rights when the Association files a grievance? Our contract outlines these rights in detail:

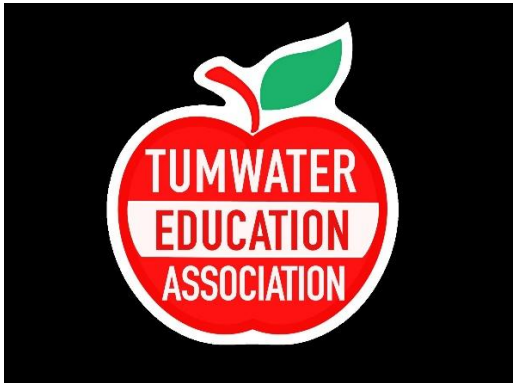
“1. Nothing contained herein shall be construed as limiting the right of any teacher having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and 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.”

The Association attempts to resolve contractual issues with the District at Article 2 labor management meetings before filing a grievance.

Article 34 Grievance Procedure

Definitions



FORMAL PROBLEM SOLVING STEPS

What is the grievance procedure and how does it work? Our contract defines and outlines the procedure to be used in filing a grievance.

“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. ‘Workdays’ 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.”



Article 34 Grievance Procedure

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.”



Educators are encountering more extensive and extreme levels of student behavior than we have in the past. Student safety is becoming a primary factor in our decisions to exclude students from the classroom. What are employee contractual rights?



Article 31 Student Discipline

Enforcement of Student Discipline

“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.

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.

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.”



Article 34 Grievance Procedure

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) workdays 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) workdays 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) workdays 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) workdays after presentation of the grievance, the grievance may be referred within five (5) workdays 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) workdays 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) workdays 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) workdays 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) workdays after receipt of the Superintendent/designee’s decision. The Board of Directors shall, within fifteen (15) workdays 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) workdays 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) workdays 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) workdays 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) workdays 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.”