

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TUMWATER SCHOOL DISTRICT NO. 33

AND

TUMWATER EDUCATION ASSOCIATION

September 1, 2008 through August 31, 2011

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1 **PREAMBLE -- A PARTNERSHIP FOR QUALITY EDUCATION**

2
3 The Tumwater Education Association and the Tumwater School District share the goal of quality
4 education in Tumwater. We are committed, both as organizations and as individuals within
5 those organizations, to strive for a working relationship focused on providing the best possible
6 learning environment for students. We are further committed to building an ongoing partnership
7 anchored in our joint advocacy for students and for public education, a partnership that will
8 continue beyond the tenure of those currently in leadership in our respective organizations. We
9 believe such a partnership is strongest when based upon mutual trust and respect, shared beliefs,
10 and a commitment to making that partnership work. We also believe such partnerships among
11 all stakeholders in Tumwater’s public schools, including parents, support staff, administrators,
12 community members, and students, can provide a strong basis for improving public education.
13 Finally, we agree to work together to further integrate these shared beliefs, commitments, and
14 practices throughout this collective bargaining agreement.
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1 **ARTICLE 1 -- SITE-BASED DECISION-MAKING**

2
3 **A. Site-Based Decision-Making Definition.**

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

7
8 The purposes of site-based decision-making are to place decision-making close to the
9 instructional delivery system and to increase each site's flexibility to respond to the needs
10 of its own communities, the changing educational environment, and the district strategic
11 plan. These changes give site members more decision-making authority but, at the same
12 time, place more accountability for results at the site. Site-based decision-making can
13 also give site members more latitude at their own site.

14
15 Site-based decision-making does not mean an abdication of authority and responsibility
16 at the district level. The District office will still provide strategic direction and beliefs,
17 coordinate efforts across sites, evaluate the effectiveness of individual sites, and be a
18 source of expertise and support. The relationship between the site members and district
19 office is dependent upon collaboration and mutual influence.

20
21 Site-based decision-making is a joint planning and problem-solving process that
22 incorporates the following elements:

- 23
24 1. Responds to diverse educational needs
25
26 2. Departs from traditional management practices
27
28 3. Shifts decision-making from a centralized process to a shared process involving
29 certificated staff, classified staff, administrators, community and parents, and
30 students, where appropriate
31
32 4. Requires time, commitment, and trust
33
34 5. Empowers educational employees and increases the involvement of all staff in the
35 educational process
36
37 6. Reaches the goal of improved achievement and instruction
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1 B. **Site-Based Decision-Making Operating Principles.**

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

- 3
- 4 1. All decisions will comply with board policies, state laws, or any of the collective
- 5 bargaining agreements that affect staff members.
- 6
- 7 2. Decisions will be made with the involvement of community members and parents,
- 8 the district office through site partners, the school board, the unions, and students.
- 9
- 10 3. Decisions will bring sites closer to achieving district-wide strategic outcomes and
- 11 will move the site toward improved student learning.
- 12
- 13 4. Decisions will bring collective responsibility and accountability through the site
- 14 team process and team structures.
- 15
- 16 5. Decisions will include an evaluation component that reviews the effectiveness of:
- 17
- 18 a. the process through which the decision was made and
- 19
- 20 b. the product--the results of the decision.
- 21
- 22 6. All decisions will be made collectively, without the ability of any individual to veto
- 23 a site decision.
- 24
- 25 7. If a site, or program such as Pre-School or any other as defined by Article 2, wants
- 26 to waive a provision of the union contract, it must get the approval of the Article 2
- 27 Group. Waivers will require 90% approval of employees assigned to the site or
- 28 program and will be reviewed annually at each site or within each program.
- 29
- 30 8. If an individual or site has a concern that a contractual issue has not been
- 31 appropriately addressed at the site or program level, they may make a request to the
- 32 Article 2 Group for assistance. The Article 2 Group will discuss the concern and
- 33 determine a follow-up plan which may include convening an assistance team to
- 34 facilitate problem-solving. The team will be composed of an equal number of
- 35 members selected by each party. The team may assist the site or program with its
- 36 decision-making process, role clarification, conflict resolution, specific trainings, or
- 37 other issues that might arise.
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1 C. **Expectations Checklist for Site Planning – The Process.**

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

- 4 1. Develop and/or review operating principles for working together at the site
- 5 2. Identify major areas of decision-making at each site and establish the structures
6 and processes for making those decisions
- 7 3. Move the site toward improved learning and teaching
- 8 4. Incorporate the operating principles for site-based decision-making
- 9 5. Identify needs, including the site’s staff development needs
- 10 6. Prioritize needs
- 11 7. Set site goals
- 12 8. Create a written site plan and a schedule to implement the plan (can be multi-year)
- 13 9. Allocate resources according to identified priorities
- 14 10. Devise a process to report site team activities regularly to the entire site
- 15 11. Devise a process to evaluate the plan, including:
 - 16 a. The product--the results of the plan
 - 17 b. The process used to create and implement the plan
- 18
- 19 12. Continue to define and clarify the relationship between the site team and other
20 leadership/governance structures at the site.
- 21
- 22 13. Develop and expand leadership opportunities within the total school community.
23
- 24 14. Increase access and involvement by the total school community, including
25 students, parents and community members.
26
- 27 15. Develop and implement an ongoing strategy to effectively assess and work to
28 improve staff, parent, and student satisfaction with the learning environment and
29 working climate at each site.
30
- 31 16. Participate in other activities mutually agreed upon by the District and the
32 Association.
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1 D. **Site Planning – The Product.**

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

- 4
- 5 1. Develop creative internal strategies and/or recommendations to the Article 2
6 Group, or an ad hoc staffing advisory committee appointed by the Article 2
7 Group, to respond effectively to staffing and class size issues.
 - 8 2. Develop an effective strategy for identifying and meeting staff development needs
9 at the site.
 - 10 3. Create a plan to generate additional planning/thinking time.
 - 11 4. Generate plans to access additional resources to assist teachers working with
12 special needs students.
- 13

14 E. **Site Team/Leadership Funding.**

- 15
- 16 1. In recognition of both parties' joint commitment to site-based decision making,
17 funding will be provided for site teams at the following levels. Sites may determine
18 the number of site team members and the actual amount of compensation provided
19 each member. Sites wishing to supplement site team funds from the building
20 budget, or wishing to use time-sheets instead of stipends as the manner of payment
21 to site team members, shall submit a request to the Article 2 Group.
- 22

	<u>2008-2011</u>
23	
24	Elementary schools (6) \$7,200
25	Middle schools (2) \$7,200
26	Tumwater High School \$9,000
27	A.G. West Black Hills High School \$9,000
28	<u>Secondary Options</u> \$ 800
29	
30	TOTAL \$76,400

- 31 2. Each site needs to continue to define and clarify the relationship between the site
32 team and other leadership/governance structures at the site. Funding currently
33 designated for department heads will continue, but the site and individual
34 departments need to examine the evolving roles of department heads and department
35 members and determine the best use of resources to achieve improved teaching and
36 learning.
- 37

38 F. **Communication Among Site Teams.**

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

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1 **ARTICLE 2 -- AGREEMENT ADMINISTRATION AND PARTNERSHIP-BUILDING**

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3 A. **Article 2 Group Defined.**

4 A joint Association-District committee known as the Article 2 Group will consist of the
5 Superintendent and her/his designee(s), and Association representatives chosen and
6 designated by the Association. The Article 2 group shall meet at least twice a month during
7 each year of this Agreement to review and discuss current school issues and practices in the
8 district and the administration of this Agreement, including its commitment to building a
9 strong partnership to achieve our shared goal of quality education in Tumwater.

10
11 B. **Issues of Contractual Significance.**

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

20
21 C. **Relationship-Building Between District and Association Leadership.**

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

31
32 D. **Association Representatives on District Committees.**

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

- 37 1. District Budget Advisory committee, three (3) representatives
- 38 2. District Safety Committee, one (1) representative
- 39 3. Superintendent's Roundtable, one (1) representative
- 40 4. District Action Planning Committee, three (3) representatives
- 41 5. Student Learning Coordinating Committee, one (1) representative
- 42 6. District Affirmative Action Committee, one (1) representative
- 43 7. Other committees as mutually agreed upon by the District and the Association.

1 E. **Article 2 Resource Pool.**

2 The Article 2 Group shall have available a shared resource of \$12,000 to use as mutually
3 agreed to support our joint efforts to improve partnerships, and teaching and learning, in
4 Tumwater School District. Rate of payment for activities funded through this pool will
5 be determined as mutually agreed by the Article 2 Group. Possible uses of this resource
6 pool could include:

- 7
- 8 1. Supplementing site planning resources or staff development funds on a case-by-case
9 basis.
 - 10 2. Providing release time for staff to support problem-solving activities.
 - 11 3. Providing release time for staff to support activities aimed at improving working
12 relations among staff, parents, and community members.
 - 13 4. Providing release time for staff to visit other sites and other districts, or to attend
14 conferences and similar activities.
 - 15 5. Providing release time for Association representatives to attend Article 2 Group
16 meetings and joint bargaining meetings.
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22 The disposition of unused funds from the Article 2 resource pool at the end of the year will
23 be determined by the Article 2 Group. If the Article 2 Group cannot agree on an alternative
24 disposition of these funds, they will be distributed on a per-student basis to sites for site-
25 based priorities.

26
27 F. **Site Team Coordinating Council.**

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

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35 G. **Information and Reports.**

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

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1 H. **Resource Review.**

2 In order to implement this Agreement, the District and the Association have agreed to
3 continue or establish a variety of contractual resources (see list below). The parties further
4 agree to undertake an annual review of the utilization of these resources in order to
5 continually improve both the efficiency of and the value derived from their use. The District
6 and the Association agree that if there are major reductions or increases in state funding
7 during the life of this Agreement, the District and the Association will meet and confer
8 regarding the use of contractual resources.
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- 10 1. Site Team/Leadership Funding (Article 1)
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- 12 2. Article 2 Resource Pool (Article 2)
- 13
- 14 3. Staff Development Funds (Article 22)
- 15
- 16 4. One Day at Curriculum Rate of Pay (Article 25)
- 17
- 18 5. Professional Growth Option Initial Year Payment (Article 32)
- 19
- 20 6. Professional Days, SELF-Directed and SITE-Directed (Article 35)
- 21
- 22 7. Early-Release Days (Article 35)
- 23
- 24 8. Career Enhancement Pool (Article 36)
- 25
- 26 9. Elementary and Secondary Triggered Resources (Article 37)
- 27
- 28 10. Professional Judgment Resources (Article 37)
- 29
- 30 11. Site-Level Special Education Resources (Article 38)
- 31
- 32 12. Collaboration Funds (Article 38)
- 33
- 34 13. Elementary Allotment for Teaching Supplies/Materials (Article 41)
- 35
- 36 14. Co-Curricular Program, including Co-Curricular Base Salary and Elementary
37 Activity Stipends (Article 43)
- 38
- 39 15. Supplemental Contract Schedule for Stipends and Extended Days (Appendix B-1)
- 40
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1 **ARTICLE 3 -- EXCLUSIVE RECOGNITION, INCLUDING LONG-TERM SUBSTITUTES**

2
3 **A. Employee Defined.**

4 The term "employee" when used throughout this Agreement shall refer to all professional
5 certificated employees represented by the Association in the Bargaining unit as defined
6 below.
7

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

9 The Board of Directors of the Tumwater School District No. 33, hereafter referred to as
10 the District, recognizes the Tumwater Education Association, hereafter referred to as the
11 Association, as the exclusive bargaining representative for the following groups of
12 certificated employees; and agrees not to negotiate with or recognize on behalf of these
13 employees any employee organization other than the Tumwater Education Association
14 for the duration of this Agreement.
15

16 1. Employees under individual employment contracts with the District.

17 2. Employees in leave status.

18 3. Non-continuing leave replacement employees hired to replace any employee
19 under individual contract who is on unpaid leave or sabbatical for a specified
20 length of time, or to replace any employee released from all or a portion of their
21 work assignment to serve as a TEA officer. All non-continuing leave replacement
22 employees shall be members of the bargaining unit and shall be paid according to
23 their placement on the District's salary schedule.
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26 4. **Long-Term 20-Day Substitutes.**

27 Long-term substitute employees employed in a position within the Association
28 bargaining unit for twenty (20) or more consecutive days employment in the same
29 assignment in a twelve-month period ending in the current or immediately
30 preceding work year, or as otherwise directed by PERC. Such employees shall be
31 paid 1-1/2 times the substitute rate after 20 consecutive days, or sooner if
32 determined appropriate by the Human Resources Administrator shall continue to
33 be paid 1-1/2 times the substitute rate as long as they remain in this continuous
34 assignment.
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36 5. **Long-Term 30-Day Substitutes.**

37 Long-term substitute employees employed in a position within the Association bargaining
38 unit for thirty (30) or more non-consecutive days in a twelve-month period ending in the
39 current or immediately preceding work year, or as otherwise directed by PERC.
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42 **C. Supplemental Pay for Long-Term Substitutes.**

43 Long-term substitutes shall submit timesheets and be paid at the curriculum rate for work
44 performed outside their work-day for which the employee being replaced would have
45 received supplemental pay, and for which they have received prior approval by their
46 principal or administrator.
47

1 D. **Contractual Coverage for Long-Term Substitutes.**
2 Long-term substitute employees referred to above shall be covered by the following
3 Articles of this Agreement: Articles 10, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 28,
4 31, 37, 38, 39, 43. Such substitute employees shall also have access to the problem-
5 solving process through Article 2. All other articles and provisions shall be excluded.
6

7 E. **Exclusions from Bargaining Unit.**
8 The following Tumwater School District employees are excluded from representation
9 under this Agreement: the Superintendent; Assistant Superintendent; Administrative
10 Assistant; Business Manager; Director of Secondary Programs; Director of Elementary
11 Programs; Director of Special Services; Director of Student, Parent and Staff Support;
12 Director of Special Projects; Director of Human Resources; Principals; Assistant
13 Principals; other District Office Administrators; and casual employees.
14

15 F. **Casual Employee Defined.**
16 The term "casual employee" shall refer to those individuals employed in a position within
17 the Association bargaining unit for less than twenty (20) consecutive days employment
18 with the district in the same assignment, or for less than thirty (30) non-consecutive days
19 in the district in a twelve-month period ending in the current or immediately preceding
20 work year, or as otherwise directed by PERC. Casual employees shall be paid at the
21 substitute rate as long as they do not meet the requirements for long-term status.
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1 **ARTICLE 4 -- CONFORMITY TO LAW**

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3 This Agreement shall be governed and construed according to the Constitution and Laws of the
4 State of Washington. If any provision of this Agreement or any application of this Agreement to
5 any employee or groups of employees covered hereby shall be found contrary to law, such provision
6 or application shall have effect only to the extent permitted by law, but all other provisions or
7 applications of the Agreement shall continue in full force and effect. Any provisions of this
8 Agreement which are contrary to law but become legal during the life of this Agreement shall take
9 immediate effect upon the enactment of such legislation.
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14 **ARTICLE 5 -- DISTRIBUTION OF AGREEMENT**

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16 Within thirty (30) days after the ratification and signing of this Agreement, the District shall print
17 copies of the Agreement. The District shall tender to the Association enough copies of the
18 Agreement for every member of the bargaining unit. Twenty-five (25) additional copies shall be
19 provided the Association. The District shall assist the Association in the distribution of these
20 Agreements to the members of the bargaining unit. All employees offered employment contracts
21 with the District shall be provided a copy of the Agreement by the District.
22

23 The cost of printing and distribution of this Agreement shall be shared equally by the District and
24 the Association.
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1 **ARTICLE 6 -- INDIVIDUAL EMPLOYMENT CONTRACTS**

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3 **A. Employee Contracts.**

4 There shall be an employee contract for regular assignments requiring a Washington
5 State teaching certificate in conformity with Washington State law and policies, rules and
6 regulations of the District and State Board of Education, and this Agreement.
7

8 **B. Supplemental Contracts.**

9 There shall be a supplemental contract for specified co-curricular and special assignments
10 requiring a Washington State teaching certificate, which shall not exceed one (1) year and
11 shall be in accordance with statutory provisions.
12

13 **C. Summer Employment Assignment.**

14
15 1. Available summer certificated professional employment in the District shall be
16 assigned in accordance with the following priorities listed:
17

18 a. Employees who have developed or are working during the year in the
19 specified program;
20

21 b. Employees from within the District;
22

23 c. Other employees who are considered qualified for the project by the
24 District and/or the Association and/or as dictated by the Federal
25 program(s).
26

27 2. Employees performing summer instructional work for the District shall be
28 compensated at no less than their true per diem rate based on their current
29 contract, or the rate contained in the Appendix, whichever is greater.
30

31 **D. Extended Compensation.**

32 Extended compensation will not be considered part of said contract determining the true
33 per diem rate.
34

35 **E. Annual Review of Co-Curricular Positions.**

36 The District and the Association will review each year the entire school district's special
37 and co-curricular program positions requiring a teaching certificate and represented by
38 T.E.A. This review shall be completed by June 1 of each year and will determine the
39 extent of the program and the number of activities to be included the following year.
40 When a program is to be eliminated for the following year, it will be done through the
41 Article 2 Group. Those affected will be notified by letter within fifteen (15) days of this
42 decision.
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1 F. **Non-Renewal Notification.**

2 In the event that an employee is appointed to a supplemental, special, or co-curricular
3 contract for a position covered by this collective bargaining agreement, and such contract
4 is terminated or eliminated for the following year, the employee shall be notified in
5 writing by June 15, along with the specific reason(s) for such non-renewal.
6

7 G. **Curriculum Rate of Pay.**

- 8
- 9 1. The Curriculum Rate of Pay shall be tied to the 182 day salary schedule base. If
10 the Legislature reverts to the 180-day salary schedule, the Curriculum Rate of Pay
11 shall be based on the 180-day salary schedule base.
 - 12 2. Employees hired under supplemental contracts for professional curriculum
13 development, committee work and/or related in-service, shall be paid an hourly
14 rate equal to .001 of the salary schedule base (see Appendix A) for time reported.
15 Instructional time shall be paid at the employee's per diem hourly rate, while an
16 agreed-upon amount of preparation time will be paid at the curriculum rate. The
17 amount of preparation time may vary according to the assignment/task to be
18 performed.
19

20 H. **Per Diem Rate of Pay.**

21 An employee's per diem rate of pay shall be calculated by dividing their base salary by
22 the number of days in their base contract year. The employee base salary schedule
23 appears in Appendix A.
24

25 I. **Compensation for Work Outside the Contracted Work-Day.**

26 Employees performing certain work beyond their regular contracted work day shall be
27 compensated at their per diem rate of pay if agreed to by the Article 2 Group.
28 Instructional time shall be paid at the employee's hourly per diem rate.
29

30 J. **Summer School Program.**

31 Summer school classes shall have a minimum of fifteen (15) students per class for basic
32 or vocational education; and a maximum of twenty-eight (28) students per class for basic
33 education and twenty-four (24) for vocational education.
34

35 K. **Supplemental Employment Opportunities.**

36 Supplemental employment opportunities, including but not limited to those funded
37 through such programs as Initiative 728, must be available to employees on an equal
38 opportunity basis. All employees at a site must be made aware of such positions at their
39 site, the qualifications required, and the procedures for applying for them. If no
40 interested or qualified person at a site is available for a supplementary position, then the
41 position will be posted district-wide.
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1 **ARTICLE 7 -- CONTRACTING OUT**

- 2
- 3 A. All work customarily performed by the School District in its own facilities with its own
4 employees shall continue to be performed by the District and its employees.
5
- 6 B. There shall be no subcontracting for teaching services for the term of the Agreement, and all
7 instructional assignments presently performed shall be performed by employees covered
8 under this Agreement.
9
- 10 C. The District shall provide to the Association, and any employee utilizing the services of
11 non-certificated personnel, any information requested by these parties that addresses the
12 rationale for and the nature of the non-certificated personnel agreement.
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17 **ARTICLE 8 -- REOPENER CLAUSE**

- 18
- 19 A. Any Article(s) of this Agreement may be reopened for negotiations with the mutual
20 consent of both parties. If a request to reopen is made, the parties shall meet within five
21 (5) days of the request to discuss the substance of the request. The District and the
22 Association understand the need to be flexible, and will utilize the Article 2 process to
23 discuss issues and/or modify the contract with letters of agreement as appropriate.
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28 **ARTICLE 9 -- MAINTENANCE OF STANDARDS AND MANAGEMENT RIGHTS**

29

30 The Association recognizes that the Board is legally charged with the responsibility for the
31 operation of the School District and that the Board has authority necessary to discharge that
32 responsibility pursuant to the provisions of statute, State and Federal Constitutions and this
33 Agreement; therefore, all rights not clearly relinquished herein by the District are reserved to the
34 District; however, terms and conditions of employment will not be altered without prior
35 negotiations with the Association.
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37 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the
38 District which are contrary to, or inconsistent with, its terms.
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1 **ARTICLE 10 -- PAYROLL DEDUCTIONS AND MEMBERSHIP CANCELLATION**

2
3 **A. Deductions.**

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

10
11 **B. Deduction of Association Membership Dues.**

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

27
28 **C. Deduction of Representation Fees and Charitable Contributions.**

- 29 1. In the event that any bargaining unit member employee fails to sign and deliver a
30 membership authorization form as described herein, or in the event a bargaining
31 unit member becomes an agency fee payer, the Board agrees to deduct from the
32 salary of such employee a representation fee in an amount indicated by the
33 Association; provided however, that employees who have joined the Association
34 and paid by means other than payroll deduction, as verified by the monthly
35 Association list, shall not be subject to this deduction. Representation deductions
36 shall be handled and transmitted by the board in the same fashion as membership
37 deductions are provided for in this Article, except that WEA's \$12.00 annual
38 Community Outreach fee shall not be deducted from an agency fee payer.
- 39 2. Any employee claiming a bona fide religious objection shall notify the
40 Association and the Board of such objection in writing within ten (10) days of
41 commencement of employment.

- 1 3. Pending determination of any bona fide religious objection, the Board agrees to
2 deduct from the salary of the employee claiming such objection an amount
3 equivalent to the Association dues and assessments; provided, however, that the
4 said monies shall not be transmitted until such time as the Board is notified that a
5 final determination pursuant to the Act has been made. In the event that it is finally
6 determined that the employee does not have a bona fide religious objection, the
7 Board agrees promptly to remit to the Association all monies being held.
8
- 9 4. In the event that an employee has been determined to have a bona fide religious
10 objection to the payment of representation fee, said employee shall pay an amount
11 of money equivalent to regular fees and dues to a designated charitable
12 organization as heretofore established by the Association. Within ten (10) days of
13 the commencement of employment or determination of bona fide religious
14 objection, whichever occurs later, said employee may sign and deliver a written
15 statement to the Board which shall authorize the deduction of representation fees
16 of the Association, including the National Education Association and the
17 Washington Education Association. Payment in installments as herein above
18 provided shall be sent directly to the designated charitable organization, including
19 any deductions made but not previously transmitted to said designated charitable
20 organization. The Board agrees to remit to the Association each month a list of
21 employees on behalf of whom charitable deductions have been made.
22

23 D. **Membership Cancellation**

- 24
- 25 1. Any bargaining unit member who wishes to cancel Association membership shall
26 do so by notifying the Association president, in writing, according to guidelines
27 established in Association bylaws.
28
- 29 2. The responsibility rests with the Association to submit to the District office all
30 notices of cancellation, in writing, in a timely fashion.
31

1 **ARTICLE 11 -- OTHER DEDUCTIONS**

- 2
- 3 A. Upon appropriate written authorization from an employee, the Board shall deduct from
- 4 the salary of any employee and make appropriate remittance for WEA-PAC, NEA-PAC,
- 5 annuities, United Way, WEA-Retired, NEA-Retired, or any other plans or programs
- 6 jointly agreed to by the Association and the Board.
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- 8 B. Deductions will be made monthly over the remainder of the year or, when appropriate,
- 9 prorated over the remainder of the year.
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1 **ARTICLE 12 -- ASSOCIATION RIGHTS**

2
3 **A. Use of District Buildings.**

4 The Association, and its representatives, shall have the right to schedule the use of
5 District buildings for meetings and to transact Association business therein, provided
6 such buildings are not otherwise in use. Such scheduling must be done with the prior
7 approval of the appropriate building administration.
8

9 **B. Use of Bulletin Boards in Faculty Lounges.**

10 The Association shall have the exclusive right to post notices of the Association's
11 activities and business matters on bulletin boards within each faculty lounge of each
12 building in the District.
13

14 **C. Use of District Communication Resources.**

15 The Association shall have the right to use the District mail service and staff mailboxes,
16 and electronic media for communication purposes.
17

18 **D. Leadership Visitation with Members.**

19 In the conduct of legitimate business of the Association, its current President and Chief
20 Negotiator may visit with teachers from time to time. The Board, therefore,
21 acknowledges that such visitations shall be permitted provided that no disruption of the
22 teaching program occurs and that building principals have been notified of out-of-
23 building visitations which occur during the workday.
24

25 **E. No Loss of Pay.**

26 Representatives duly authorized by the Association who are mutually scheduled by the
27 parties to participate during working hours in negotiations, grievance proceedings,
28 conferences or meetings shall suffer no loss of pay.
29

30 **F. Monthly Notice of New Employees.**

31 The Board shall provide to the Association an updated list of newly employed employees
32 monthly, including an indication of their FTE, location, and whether they are on a
33 continuing contract or a leave-replacement contract. A list of leave-replacements based
34 on a pool concept will be made available to the Association.
35

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

37 The District shall provide to the Association notification of the hiring of any Long-Term
38 20-Day Substitutes as defined in Article 3.B.4., including an indication of their FTE,
39 location, hiring date, start date for time and one-half pay, and the employee they are
40 replacing. Once the decision of the status of a substitute is made, the site administrator
41 shall notify the Human Resources Administrator, who in turn shall notify the Association
42 President. A copy of the notification also shall be provided to the Long-Term Substitute
43 employee.
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1 H. **Notice of the Hiring of Long-Term 30-Day Substitutes.**
2 The District also shall provide the Association with monthly notification of any Long-
3 Term 30-Day Substitutes as defined in Article 3.B.5.
4

5 I. **Annual Notice of Sick Leave and Other Leaves.**
6 As of July 1, a list to include the end of the year summary of sick leave, substitute
7 employees and leaves charged to the District shall be provided to the Association.
8

9 J. **Association Rights Recognized as Exclusive.**
10 The Association rights granted in this Article shall not be extended to any other
11 individual or organization which seeks to represent employees subject to this contract
12 regarding wages, hours and other conditions of employment.
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1 **ARTICLE 13 -- RIGHT TO JOIN AND SUPPORT ASSOCIATION**

2
3 The Board hereby agrees that every employee shall have the right to freely organize, join and
4 support the Association for the purpose of engaging in negotiations and other concerted activities
5 for mutual aid and protection. As a duly elected body exercising governmental power under the
6 State of Washington, the Board agrees that it will not directly or indirectly discourage or deprive or
7 coerce any employee in the enjoyment of any rights conferred or protected by the statutes and
8 constitutions of the State of Washington and the United States; that it will not discriminate against
9 any employee with respect to any terms or conditions of employment by reason of membership in
10 the Association, participation in any activities of the Association, participation in any grievance,
11 complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions
12 of employment.
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18 **ARTICLE 14 -- PERSONAL FREEDOM**

- 19
20 A. The private life of an employee is not within the appropriate concern or attention of the
21 Board.
22
23 B. Employees will be entitled to full rights of citizenship at all times. No religious or political
24 activities of any employee outside of class time, or the lack thereof, shall be grounds for any
25 discipline or discrimination with respect to the employment of such employee.
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31 **ARTICLE 15 -- NON-DISCRIMINATION**

32
33 The Board and Association shall provide equal employment opportunity and treatment for all
34 applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and
35 training. Such equal employment opportunity shall be provided without discrimination with
36 respect to race, creed, religion, color, national origin, age, gender, sexual orientation, marital
37 status or non-job-related physical, sensory or mental disabilities, except insofar as such bases are
38 valid occupational qualifications.
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1 **ARTICLE 16 -- ACADEMIC FREEDOM**

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3 **A. Academic Freedom.**

4 Academic freedom shall be guaranteed to teachers, and no special limitations shall be
5 placed upon study, investigation, presenting and interpreting facts and ideas concerning
6 man, human society, the physical and biological world and other branches of learning
7 subject to accepted standards of professional responsibility.
8

9 **B. Professional Responsibility.**

10 These responsibilities include a commitment to democratic tradition; a concern for the
11 welfare, growth and development of children; and an insistence upon objective scholarship.
12

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

- 14
- 15 1. Video/audio recording may be conducted at the request of the District or
16 bargaining unit employees in order to meet student academic and social needs.
17
 - 18 2. Administrative approval of such a request shall be granted before the requested
19 video/audio recording can be conducted.
20
 - 21 3. Requests by parties other than the affected employee(s) shall be submitted on a
22 Video/Audio Recording Request Form at a meeting with the affected
23 employee(s). [See Appendix J-1.1]
24
 - 25 4. The Video/Audio Recording Request Form shall be used to:
 - 26 a. Facilitate the request process;
 - 27 b. Ensure administrative approval of the request; and
 - 28 c. Provide a minimum notice of five (5) work-days to permit the affected
29 employee(s), including Long-Term Substitutes as defined in Article 3, to
30 consult with the Association President prior to any video/audio recording
31 being conducted.
32
 - 33 5. Universal safeguards shall apply to all employees covered by this Agreement,
34 including Long-Term Substitutes as defined in Article 3, and shall include the
35 following:
 - 36 a. Employees covered by this Agreement, including Long-Term Substitutes
37 as defined in Article 3, shall have the right to step outside the classroom or
38 work area while video/audio recording is conducted. Employees shall
39 experience no negative repercussions for exercising this right.
 - 40 b. Video/audio recording may not be used for evaluation or disciplinary
41 purposes.
 - 42 c. Video/audio recording shall not be done without the knowledge of the
43 affected employee(s), or for monitoring or recording purposes.
44

- 1 6. No recording device shall be installed in any classroom or work area, or brought
2 in on a temporary basis, without a proper request being submitted on a
3 Video/Audio Recording Request Form. The intercom system shall not be used to
4 monitor a classroom or work area without the permission of all employees in that
5 area.
6
7 7. Non-District employees or parties, including parents, may request video/audio
8 recording of an employee's classroom or work area if done through the IEP
9 process with the concurrence of the IEP team.
10

11 D. **Procedures for Handling Concerns about Specific Instructional Materials.**

12 Concerns about specific instructional materials will be handled according to District
13 Policy and Procedures #4600. However, after a building administrator has attempted to
14 resolve a conflict over materials but before the matter is referred to the Superintendent's
15 designee, the employee shall have the right to have such materials reviewed by the Site
16 Team which shall attempt to resolve the concern.
17

18 E. **Student Learning Plans**

19 The Certificate of Academic Achievement Student Learning Plan requirement (HB 2195)
20 mandates that students who do not meet standards in reading, writing, and/or
21 mathematics receive Student Learning Plans to help assure continued progress in
22 academic achievement. To assure continued progress in academic achievement as a
23 foundation for high school graduation and to assure that students are on track for high
24 school graduation, each school district shall prepare plans for students.
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1 **ARTICLE 17 -- DUE PROCESS**

2
3 A. **Just Cause and Progressive Discipline.**

4 No employee shall be reprimanded, disciplined, adversely affected or deprived of any
5 professional advantage without just cause. It is expressly understood that the District will
6 follow a policy of progressive discipline. Such discipline shall include: (1) verbal
7 warning(s), (2) letter(s) of reprimand, (3) suspension(s), and (4) discharge. Any
8 disciplinary action taken against an employee shall be appropriate to the behavior which
9 precipitates said action.

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

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

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

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

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

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

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

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

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

26 An employee shall be entitled to have present a representative of the Association during any
27 disciplinary action or during any investigatory meeting that the employee reasonably
28 believes could lead to disciplinary action. When a request for such representation is made,
29 no action shall be taken with respect to the employee until such representative of the
30 Association is present. Further, in the event a disciplinary action is to be taken, the
31 employee shall be advised of the right to representation under this provision of the contract
32 prior to the action being taken.

33 G. **Procedures Involving Allegations of Immoral or Illegal Behavior.**

34 If a situation arises where an employee is to be confronted with alleged immoral or illegal
35 behavior, every effort will be made to notify the TEA President of the impending meeting so
36 that representation will be available at the employee's option before the meeting takes place.
37 If a substitute is to be brought in due to such allegation, it is imperative that every effort be
38 made to notify the teacher prior to his/her arrival at school. Both parties agree that the entire
39 matter shall be handled in a confidential manner.

40 H. **Article 2 Review of Due Process.**

41 In the event the District or the Association has some disagreement about how any person(s)
42 has implemented due process or performed under this article, the concern may be discussed
43 at Article 2.
44

1 **ARTICLE 18 -- PERSONNEL FILE**

2
3 A. **Employee Rights Regarding Personnel File and Other Administrative Working Files.**
4 Employees or former employees shall, upon request, have the right to inspect all contents of
5 their complete personnel file kept within the District as well as employment references
6 leaving the District. Upon request, a copy of any documents contained therein shall be
7 afforded the employee. The cost of more than ten (10) copies shall be paid by the employee
8 at the current rate. Any building level administrative working file shall be kept for
9 evaluation observation notes only and shall be available for inspection on the employee's
10 request. No other secret, duplicate, alternate, or other personnel file shall be kept anywhere
11 in the District.

12
13 B. **Employee Right to Have a Witness Present.**
14 Anyone, at the employee's request, may be present at the reviews described in paragraph A.

15
16 C. **Personnel File Contents.**
17 Each employee's personnel file shall contain the following minimum items of information:
18 Required medical information, all employee's evaluation reports, copies of annual contracts,
19 teaching certificates and transcripts of academic records.

20
21 D. **Employee Rights Regarding Placement in Personnel File of Derogatory Materials.**
22 No evaluation, correspondence, or other material making derogatory reference to an
23 employee's, or former employee's competence, character or manner shall be kept or placed
24 in the personnel file without the employee's knowledge and opportunity to attach the
25 employee's own comments.

26
27 E. **Employee Rights Regarding Placement in Personnel File of Derogatory Materials**
28 **from Non-Professional Sources.**
29 Derogatory statements from non-professional sources shall not be included in any file,
30 except in such cases where the employee has been notified that such material is intended to
31 be used as the basis for a subsequent discipline action. That material may be included
32 within a separate, temporary case file.

33
34 F. **Verification of Contents of Personnel File.**
35 Upon request by the employee, the Superintendent or his/her official designee shall sign to
36 verify contents.

37
38 G. **Employee Information Concerns.**
39 Any concerns regarding the management or storage of information about any employee(s)
40 may be presented for discussion at Article 2.

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

2
3 **A. Association-Provided Release for the President and/or Association Representative.**
4 The President of the Association and one Association Representative (Rep) shall, upon
5 request of the Association, be granted a leave of absence with pay for one-half of her/his
6 work day (0.5 FTE), unless otherwise authorized, and reimbursed by the Tumwater
7 Education Association. This leave shall be extended on an annual basis as authorized by
8 the Tumwater Education Association. The Association President, and/or Rep, shall
9 receive a prorated planning period based on their non-released FTE.

10
11 (It is understood that the Association Representative will serve in a position within the
12 larger Association (i.e., WEA Chinook, WEA, or NEA) and could simultaneously serve
13 as the TEA President.)

14
15 **B. President’s/Rep’s Protected Rights During Release.**
16 During such leave, the President and Rep shall accrue full seniority, salary increments,
17 leave allocations, and insurance and other benefits. The President and Rep shall further
18 accrue full retirement credit as allowed by the Teachers Retirement System (TRS). The
19 President and Rep shall continue to receive full service credit and shall retain full
20 seniority rights during the period of leave.

21
22 **C. Notice to District of Presidential/Representative Selection.**
23 The Association shall notify the District promptly once a President and Rep have been
24 selected for the upcoming school year. That portion of the President's contracted position
25 covered by this leave shall be treated as a non-continuing leave-replacement position.

26
27 **D. Rights of President/Rep Upon Completion of Release.**
28 Upon completion of such leave, the President and Rep shall be assigned to a position that
29 is the same or similar to the position previously held.

30
31 **E. Configuration of President’s Actual Work-Day.**
32 By June 1 of each year, the Association and the District shall agree through the Article 2
33 process on the configuration of the President’s and Rep’s actual work-day for the
34 upcoming school year.

35
36 **F. Reimbursement to the District.**
37 The Association shall reimburse the District on a quarterly basis based on 0.5 FTE of the
38 combined salary and benefits specified in the first cell of the MA column of the current
39 salary schedule (see Appendix A), unless authorized otherwise pursuant to Article 19.A.

40
41 **G. Hold Harmless Clause.**
42 The Association agrees to indemnify and hold the District harmless against any and all
43 claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or
44 by reason of the District's compliance with the terms of this Article.

1 **ARTICLE 20 -- HOLD HARMLESS**

2
3 A. **Employee Protection from Work-Related Claims.**

4 The District shall hold harmless and defend each person who is employed as an employee of
5 the District from any and all claims for damages caused or alleged to have been caused in
6 whole or in part by that person while performing his or her duties as an employee.
7

8 B. **Reporting Employee Injury.**

9 Any employee incurring injury during the course of job responsibility shall report the extent
10 of the accident or injury to his or her immediate supervisor at the earliest opportunity. The
11 school district will assume responsibility for injury to an employee as outlined in the
12 District's liability insurance policy or by the Department of Labor and Industries (State
13 Industrial Insurance).
14

15 C. **Personal Property Insurance.**

16 The District shall provide insurance coverage for loss of or damage to personal property of
17 school employees while such employees are engaged in the maintenance of order and
18 discipline and the protection of school personnel and students, and the property thereof,
19 when that is deemed necessary by such employee. The damage or loss must have occurred
20 on school property. The limit of liability shall be \$500.00 per employee for each claim.
21

22 D. **Personal Property Inventory.**

23 Employee personal property coverage shall be provided for the purpose of covering loss or
24 damage to employees' personal equipment or property; provided employees submit to the
25 Principal an inventory of equipment which they have on school property in order for it to be
26 covered by this insurance. Information to be submitted must include the general description
27 or name of the equipment, brand name, serial number, date purchased, perceived value and
28 duration or length of time it shall be used on school district premises. If the District will not
29 provide this coverage to specified property, the employee requesting coverage shall be so
30 informed. The limit of liability shall be \$500.00 per employee with a \$10.00 deductible per
31 claim for loss or damage.
32

33 E. **Term of Insurance Coverage.**

34 The parties agree that the insurance coverage is now in effect to comply with the
35 requirements of this Article, and the District agrees to maintain this coverage during the
36 term of this Agreement.
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1 **ARTICLE 21 -- TEACHING HOURS - LENGTH OF WORKDAY**

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3 **A. Normal Work Day Defined.**

4 The normal day for an employee shall not exceed seven and one-half (7-1/2) hours.
5

6 **B. Regular School Day Defined.**

7 The time between the beginning of the first class of the day to the end of the last class of
8 the day shall constitute a regular school day. The total length of the regular school day
9 shall not exceed six and one-half (6-1/2) hours. This time shall have included within it a
10 continuous thirty (30) minute duty-free lunch period. In addition, employees teaching in
11 the elementary positions shall be provided two (2) fifteen (15) minute relief periods each
12 day, one occurring during mid-morning and the other occurring during mid-afternoon.
13

14 **C. Planning Time.**

- 15 1. Each employee shall be provided with planning time. This time will not be
16 unreasonably interrupted. Reasonable interruption shall consist of parent, student,
17 staff or evaluation conferences and will be scheduled in advance when possible.
18 2. Through the Article 2 process, the District and the Association agree to discuss
19 the needs for planning time and explore options for providing assistance.
20

21 **D. Secondary Planning.**

22 Employees teaching in grade 7 through grade 12 positions shall have a continuous
23 planning period equal to the regular scheduled period during a regular normal work-day.
24

25 **E. Elementary Planning.**

- 26 1. Each elementary employee will have a minimum of 200 minutes per week for
27 planning time. This planning time shall be scheduled within the student day in
28 blocks of not less than thirty (30) minutes per day.
29 2. Based on the student population within each school, each elementary school
30 library will receive the following resources:

31 550-559 students – 1 hour of additional educational assistant time per day

32 600 students and above – 2 hours of additional educational assistant time per day

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

- 35 • shelving books
36 • assisting students with library services
37 • maintaining library service operations during designated times
38 • general organization based on library needs
39
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1 F. **Middle and Secondary Subject Preparations.**

2 Any employee at the middle school and secondary level (7-12) will not be required to
3 accept more than three (3) subject preparations. Those employees who accept an
4 additional subject preparation at the request of an administrator shall be compensated at
5 the rate of five hundred twenty-five dollars (\$525) per semester for each subject
6 preparation beyond three (3).

7
8 G. **Covering Another Class.**

- 9
10 1. The practice of using regular employed employees as substitutes shall be
11 discouraged. When an employee is requested or required to cover a class during
12 her/his planning period, he/she shall be reimbursed at their per diem rate of pay
13 prorated to reflect the actual amount of time thus spent. Authorization for class
14 covering shall be made by the building principal.
15
16 2. Reimbursement for class covering shall come from a District budget line item,
17 and compensation for class covering shall be made the following month.
18
19 3. The class coveree (person leaving for a short period of time) shall not have any
20 reprisals either in reduction of leaves and/or remuneration, once the class covering
21 authorization has been granted. Arrangements for class covering may be made
22 between teachers with prior approval of building principal.
23

24 H. **Article 2 Problem-Solving Process.**

25 The District and the Association agree to explore concepts through the Article 2 problem-
26 solving process that address planning time for elementary teachers, preparation for
27 exploratories at the middle school level, pay equity issues and travel status issues for
28 elementary specialists, and the option of relinquishing a planning period in order to teach
29 another section at the secondary level.
30

31 I. **Split Classes**

32 All elementary school grade level teachers required to teach a split class shall receive two
33 thousand five hundred dollars (\$2,500) per year in resources. At the discretion of the
34 teacher, use of these resources may include, but are not limited to, any one, or any
35 combination of items “a” through “e” below, OR item “f”.
36

- 37 a. “impact assistant” time;
38 b. certificated substitute time to either release the teacher from the classroom or to work
39 in a classroom at the direction of the teacher;
40 c. purchase of classroom materials and supplies;
41 d. class field trips or other student activities as determined by the teacher;
42 e. compensation at curriculum rate for the teacher’s additional planning time; OR
43 f. compensation to be paid as a supplemental contract from the Co-Curricular Salary
44 Schedule (see Appendix B-1).
45

1 **ARTICLE 22 - STAFF DEVELOPMENT**

2
3 **A. Staff Development Allocation.**

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

7 2008-2011 \$102,000

8 NOTE: \$20,000 of the above staff development funds will be directed by the
9 district to provide district provided staff development opportunities and clock
10 hours to employees in compliance with law.

11
12 **B. Staff Development Options.**

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

- 17
- 18 1. Paying registration fees, expenses, and substitute costs so staff can attend
- 19 workshops, conferences, professional meetings, and training;
- 20
- 21 2. Bringing a workshop presenter to the building;
- 22
- 23 3. Purchasing reference or training materials to enhance staff knowledge and skills; and
- 24
- 25 4. Paying for substitutes to release employees in Tumwater schools to prepare and
- 26 make presentations in and out of Tumwater School District as an education
- 27 professional, or to make professional visitations to other buildings or districts.
- 28

29 **C. Staff Development Carryover.**

30 The District has a past practice of carrying over unused resources in Staff Development.
31 In the event the District is able and determines that unused Staff Development resources
32 will be carried over, the disposition of such funds will be determined by the Article 2
33 Group as part of its annual review of contractual resources. If the parties cannot mutually
34 agree on an alternative use for these funds, the District and the Association agree that
35 these resources will be kept at each site to address site-based priorities.
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1 **ARTICLE 23 -- PAYMENTS AND WARRANTS**

2
3 A. The payment of salary for each contract employee shall be according to the terms of the
4 contract and governing laws, and will be made on the last calendar day of each month,
5 excluding Saturday, Sunday or holidays.

6
7 B. **Employee Basic Salary Schedule**
8 The employee base salary schedule appears in Appendix A-1.1 & A-2.1.

9
10 C. **Co-Curricular Salary Schedule:** (See Appendix B-1)

11
12 D. **Travel Expense.**
13 Reimbursement for use of an employee's personal vehicle for District purposes shall be at
14 the State rate or the rate set by Board policy, whichever is higher. Authorization for
15 reimbursement must be approved in advance and must be claimed at the end of the month
16 in which travel was approved.

17
18 E. Annual experience increments on the salary schedule shall be granted employees as
19 provided for on the LEAP schedule.

20
21 F. The District agrees to “flow-through” any pay increases and benefit improvements for
22 bargaining unit members as passed and funded by the Legislature for those persons,
23 consistent with past practices.
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1 **ARTICLE 24 -- INSURANCE BENEFITS**

2
3 **A. Insurance Benefits and Retiree Subsidy.**

4 For each year of the contract the District shall provide the state health benefit allocation
5 per FTE, (minus the retiree subsidy) toward the payment of premiums for approved
6 insurance plans. Employees who are less than a full (1.0) FTE shall receive prorated
7 allocations.
8

9 **Health Benefits Assistance Pooling**

10 In addition, the District shall contribute to the TEA Health Benefits Pool as follows:

11	2008-2009	\$725 per FTE per year
12	2009-2010	\$770 per FTE per year
13	2010-2011	\$820 per FTE per year

14
15 Insurance benefits will be pooled according to state regulations.
16

17 The pool will be distributed as follows:

- 18 1. The pooled amount will be applied to the basic benefits (dental, LTD, vision, and
19 medical).
- 20 2. The balance will be equally distributed among members of the bargaining unit. If a
21 bargaining unit member's premiums are fully paid, the excess will be pooled and
22 distributed equally among those members of the bargaining unit who have
23 remaining out-of pocket insurance premium expenses until the pool is fully utilized.
24

25 **B. Approved Insurance Plans.**

26 The approved insurance plans shall offer coverage of the following types;
27 dental/orthodontia, long-term disability, vision and medical. Mandatory insurance plans
28 are dental/orthodontia, long-term disability, and vision. Optional insurance plan is
29 medical.
30

31 **C. Insurance Coverage During Leave of Absence.**

32 An employee on authorized leave of absence may elect, provided the insurance policy so
33 allows, to keep in force insurance coverage in effect prior to the leave. The District will
34 make no contribution toward the payment of such premiums.
35

36 **D. Enrollment Deadlines.**

37 Employees shall be eligible to enroll in insurance programs until the tenth day of
38 October; however, new employees may enroll within thirty (30) days of their initial
39 employment date.
40
41
42
43
44

1 E. **Insurance Benefit Pool.**

2 To gain maximum utilization of the State insurance appropriation, the District agrees to
3 do an analysis of employee insurance plan enrollment each year. The District will
4 determine whether the maximum amount committed by the District will be expended by
5 payment of the premium for plans in which employees have enrolled.
6

7 1. **Insurance Pool.**

8 Any amount of an employee's insurance allocation that is not used by the
9 individual employee shall be allocated to an insurance pool. Open enrollment
10 shall be ongoing through October 10th. The initial annual medical benefit pool
11 calculation shall be based on information received by September 10th, and then
12 adjusted based on information received by October 10th. The new pool amount
13 shall be allocated based on each employee's FTE up to the cost of his/her
14 insurance program. Recalculating the allocation of the insurance pool
15 contributions may occur at various points throughout the year for the purpose of
16 accommodating new hires and changes in coverage as applied for by employees.
17

18 2. Premiums which have not been paid after the pool has been expended shall be
19 paid by payroll deduction by each employee so affected.
20

21 F. **Increase in State Apportionment.**

22 Any increase in the State apportionment per FTE for bargaining unit insurance benefits
23 for each year of the Agreement will be passed through to the bargaining unit and
24 distributed consistent with the current pooling practices.
25

26 G. **Domestic Partner Coverage.**

27 All District medical insurance plans for employees covered by this Agreement shall include
28 coverage for domestic partners.
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1 **ARTICLE 25 -- CALENDARS FOR DISTRICT AND EMPLOYEE BASE CONTRACT YEAR**

2
3 **A. Base Contract Year.**

4 The base contract year for employees covered by this Agreement, unless the parties agree
5 otherwise, shall consist of 180 days, plus any additional Learning Improvement Days
6 specifically funded for that year by the State.

7
8 **B. Caleendars for District and Employee Base Contract Year – Parameters and Guidelines.**

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

11
12 **1. First Student Day.**

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

16
17 **2. Professional Non-School Days.**

18 Professional non-school days may be scheduled in October and/or March (to
19 coincide with the state-wide in-service days).

20
21 **3. National Holidays.**

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

24
25 **4. Winter Break.**

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

29
30 **5. Spring Break and February Mid-Winter Break.**

31 Spring break shall be the first full week in April, unless an extended February
32 break is scheduled. When this occurs, spring break may be scheduled during the
33 second or third full week in April.

34
35 **6. Make-Up Days.**

36 Any make-up day(s) will occur at the end of the regular teaching year, unless the
37 parties agree to make-up days at another time.

38
39 **7. Unless superseded by mutual agreement at Article 2, the above parameters shall**
40 **also be followed when establishing the annual calendar for the school year**
41 **immediately following the expiration of this contract.**

42
43 **8. TEA and TSD will work with their counterparts in Olympia and North Thurston**
44 **to coordinate key calendar features, such as the First Day of School; the dates for**
45 **winter and spring breaks; and the dates for an extended February (mid-winter)**
46 **break, if the latter is scheduled.**

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

2 If by March 15 in the current contract year, the District and the Association have not
3 agreed upon or ratified a District and contract year calendar for the upcoming contract
4 year, it is agreed that a fall-back calendar will be created that replicates the following
5 calendar elements as they were scheduled in the current contract year calendar. Final
6 adoption of this calendar shall require ratification by the Association's membership and
7 the Board of Directors.
8

9 1. **First Student Day.**

10 The scheduling of the first student day with respect to Labor Day shall be
11 determined by its location in the current contract year calendar. (For example, if
12 the first student day in the current contract year calendar is scheduled for the first
13 Wednesday after Labor Day, then the first student day for the upcoming contract
14 year calendar shall also be scheduled for the first Wednesday after Labor Day.)
15

16 2. **Professional Non-School Days.**

17 The inclusion of professional non-school days in the upcoming contract year
18 calendar shall depend on whether they were scheduled in the current contract year
19 calendar.
20

21 3. **National Holidays.**

22 4. **Winter Break.**

23 Winter break shall be no less than ten week days, and begin no later than
24 December 23.
25

26 5. **Spring Break and February Mid-Winter Break.**

27 Spring break shall be scheduled the same week in April as it is in the current
28 contract year calendar. The length of the February mid-winter break shall be the
29 same as that scheduled in the current contract year calendar.
30

31 6. **Make-Up Days.**

32 Any make-up days will occur at the end of the regular teaching year.
33

34 7. The above parameters and guidelines shall also be followed when establishing a
35 fall-back calendar for the contract year immediately following the expiration of
36 this Agreement.
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1 D. The Association and the District agree to the following elements for the school and
2 contract years for the term of this Agreement (see Appendix D-1).

3
4 1. **Early Release Days.**

5 Three half-days

6
7 2. **Opening Day.**

8 One day as provided for in Article 35.

9
10 3. **Teacher Contract Year.**

11 See Article 25.A.
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1 **ARTICLE 26 -- LEAVES**

2
3 **A. Illness, Injury, and Emergency Leave.**

- 4
5 1. Paid leaves for personal illness, injury, or emergency of an employee, will be
6 granted on the basis of twelve (12) days at the beginning of each year, cumulative
7 to 180 days of unused leave, and transferable as per any applicable state and
8 federal statutes. Such leave is in the form of insurance and is not deferred income
9 due at a later date.
- 10
11 2. Illness, injury, and emergency leave may be used by an employee in the case of
12 serious illness, injury, or emergency in the immediate family (spouse, domestic
13 partner, child, mother, father, sister, brother, father-in-law, mother-in-law, or other
14 household member).
- 15
16 3. In the event that the State Auditor or a court of competent jurisdiction rules the
17 above leave provisions to be contrary to law or regulation, the leave provisions
18 shall thereupon be determined null and void and all necessary adjustments shall
19 be made by the District and the Association to conform to the law as determined
20 by the Auditor or court of competent jurisdiction.
- 21
22 4. A doctor's written statement may be requested by the Superintendent or
23 Superintendent's designee after an illness of five (5) or more consecutive
24 employment days. (Appendix F-1)
- 25
26 5. Employees shall be able to "cash out" unused sick leave as provided in applicable
27 state laws and regulations. (See Appendix I-1)

28
29 **B. Parental Leave.**

- 30
31 1. An employee granted maternity absence shall be eligible for paid illness, injury,
32 or emergency leave for the period that employee is unable to work due to the
33 pregnant condition or complication related to the pregnancy. The employee's
34 attending physician must certify that the pregnancy or complications prevent the
35 employee from working for a specified length of time. This leave is based on this
36 specified length of time.
- 37
38 2. Up to five (5) days of illness, injury, or emergency leave per year may be used for
39 parental leave by an employee in the case of childbirth by the spouse, or domestic
40 partner, of the employee.
- 41
42 3. An employee shall be eligible for up to five (5) days of illness, injury, or
43 emergency leave pay for that period the employee is involved in the adoption of a
44 child.
- 45
46
47

1 **B. Parental Leave (continued)**

2 4. Further, any employee eligible for parental leave (Appendix F-1) shall be granted
3 leave without pay for up to twelve (12) weeks from the date of birth of the child.
4 This leave may, upon approval of the District, be extended for a period of up to one
5 (1) year from the same date. Similarly, any employee eligible for parental leave for
6 reasons of adoption shall be granted leave without pay for up to twelve (12) weeks to
7 commence at any time during the first year after receiving de facto custody of said
8 child, or prior to receiving custody if necessary to fulfill requirements for adoption.
9 This leave may also, upon approval of the District, be extended for a period of up to
10 one (1) year from the date of de facto custody of the child. In all cases of such
11 extended leave covered under Article 26.B, the employee shall notify the Human
12 Resources Administrator in writing of the desire to take such leave and, except in
13 case of emergency, shall give at least thirty (30) calendar days notice prior to the date
14 on which the leave is to begin.
15

16 **C. Bereavement Leave.**

17 Leave will be available for a maximum of five (5) days per occurrence, non-cumulative and
18 non-transferable, at full salary in the case of the death of any of the following family
19 members: spouse or partner, child, mother, father, sister, brother, father-in-law, mother-in-
20 law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, uncle, aunt, nephew, niece,
21 grandfather, grandmother, grandchild or household member. Bereavement leave shall not be
22 deducted from illness, injury, and emergency leave.
23

24 **D. Health and/or Hardship Leave.**

25 A Health and/or Hardship Leave (Appendix F-1) without salary may be granted by the Board
26 for a period not to exceed one (1) year, on account of health and/or personal hardship.
27

28 **E. Jury and Witness Leave.**

29 Leave will be granted to employees to serve as jurors and subpoena witnesses. Regular
30 salary will be paid, provided, the employee provides documentation of dates of jury
31 service. If documentation of jury service is not provided, the employee's personal leave
32 shall be used to the extent available to maintain the employee's regular salary; thereafter,
33 undocumented jury service shall be treated as unpaid leave. Any reimbursement of
34 expenses received by the employee for jury service shall be retained by the employee
35 with no adjustment to district compensation.

36 Prior to the District's substituting Personal Leave or unpaid leave for undocumented jury
37 service leave, the District shall notify the employee of its intent to do so, giving the
38 employee sufficient time to secure the necessary documentation of dates of service.
39

40 **F. Military Leave.**

41 An employee required to serve in the armed forces shall resume the contract status held
42 prior to entering the military service, if the employee returns at the end of the required
43 duty, and if the employee is professionally able. Such contract status shall resume at the
44 start of the school year following the date of return from the armed forces.
45 (Appendix F-1)
46

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

- 2
- 3 1. Employees are encouraged to exercise their rights in a full range of citizenship
- 4 activities. A successful candidate to a public elective office which would require
- 5 absence from the normal employee contractual obligations will be granted leave
- 6 (Appendix F-1) without salary or benefits.
- 7
- 8 2. Upon completion of a predetermined leave period(s) the employee shall be
- 9 assigned the same or similar position previously held.
- 10
- 11 3. When a leave period(s) overlap(s) more than one (1) contractual year, the normal
- 12 salary increments will be allowed.
- 13

14 **H. Longevity Leave.**

15 After fifteen (15) years of teaching experience, each employee shall receive one (1)

16 longevity leave day per year, non-accumulative and non-transferable, to be scheduled at

17 the employee's discretion and subject to the limitations agreed herein regarding the first

18 five (5) and final ten (10) work days of the school year.

19

20 **I. Personal Leave.**

- 21
- 22 1. Personal Leave will be granted for up to two (2) days annually at full salary,
- 23 cumulative to five (5) days and nontransferable, in situations which require absence
- 24 during school hours. This leave will not be granted, without the approval of the
- 25 Superintendent or his/her designee, the first five (5) and last ten (10) work days of the
- 26 school year, unless being requested for a Learning Improvement Day scheduled before
- 27 the First Student Day or after the Last Student Day.
- 28
- 29 2. Advance notice is not required when an employee is prevented from reporting to
- 30 his/her building by a situation which is serious, unavoidable, or of major importance
- 31 involving potential hazard, provided that the employee informs his/her building
- 32 principal as rapidly as possible of his/her own inability to report on time.
- 33
- 34 3. Employees, at their option, will be able to cash out two (2) personal leave days of
- 35 accumulated personal leave for one paid day at their per diem rate of pay. Such
- 36 requests shall be made in writing to the Superintendent or Superintendent's designee
- 37 by the last work-day of each school year, payable in the July paycheck.
- 38

39 **J. Additional Days for Personal Commitments and Transactions.**

40 All additional days beyond the two (2) days granted for nonscheduled leave not otherwise

41 provided by this Article are without pay. Employees are expected to transact personal

42 business after school hours, on weekends, or during vacation periods. Absences for

43 reasons not authorized by this Article will be considered a breach of contract.

44

45

46

1 K. **Professional Leave.**

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

7
8 1. **Representing the District.**

9 Employees will be released to attend a limited number of scheduled meetings and
10 conventions recommended by the Superintendent and authorized by the Board.
11 The District pays actual expenses and makes no salary deductions.
12

13 2. **Representing the Building or Site.**

14 Employees will be released to attend scheduled meetings and conventions
15 pursuant to decision making processes at their building or site, and with the
16 principal's and/or supervisor's authorization.
17

18 3. **Representing the Profession.**

19 Employees will be released to prepare and make presentations in and out of
20 Tumwater School District as an education professional, or to make professional
21 visitations to other buildings or districts, with the principal's and/or supervisor's
22 authorization.
23

24 4. **Representing the Association.**

25 a. In order that members of the Association may attend conferences,
26 conventions, workshops, or meetings as called or directed by that
27 organization, and in order to accomplish the purpose of RCW 41.59, at least
28 sixty (60) days absence for each year of the Agreement shall be granted to
29 the Association by request. Any employee using this absence must be
30 replaced by a substitute. The cost of the substitute shall be paid by the
31 Association on a quarterly basis. Employees using this leave must give two
32 (2) days written notice in advance to the Superintendent or Superintendent's
33 designee in order to be released. The Association shall allocate the
34 scheduling of these absences so as not to impair the continuity of instruction.

35 b. In the event that the State Auditor or a court of competent jurisdiction
36 rules this leave to be contrary to law or regulation, the leave shall
37 thereupon be determined null and void and all necessary adjustments shall
38 be made by the District and the Association to conform to the law as
39 determined by the Auditor or court of competent jurisdiction and the
40 Association shall reimburse the District for any funds determined to have
41 been paid improperly by the District. In the event the Association fails to
42 reimburse the District, the amount for the released time shall be deducted
43 from the employee's salary check. The Association expressly agrees to
44 indemnify and hold the District harmless against any and all claims,
45 demands, suits, attorney's fees or other forms of liability that may arise out
46 of, or by reason of, the District's compliance with the terms of this section.

1 L. **Leaves -- Sabbatical Leave of Absence.**

2 Any employee of Tumwater School District who has four (4) or more years of continuous
3 service within the District is eligible for Sabbatical Leave (Appendix F-1) in accordance
4 with the following procedures:
5

- 6 1. Sabbatical Leave may be granted for study or research and/or travel that will be of
7 service to the individual and to the school and pupils of the District.
8
- 9 2. Sabbatical Leave shall be granted for no less than one (1) full trimester/semester
10 or more than one (1) full year.
11
- 12 3. Sabbatical Leave may be granted to no more than two (2) percent of the total
13 employees of the District in any one (1) year.
14
- 15 4. Applications for Sabbatical Leave must be filed with the Superintendent or
16 Superintendent's designee by April 1, prior to the school year for which it is
17 requested. Attached to the application shall be:
18
 - 19 a. Proposed plan of study or travel, and
 - 20
 - 21 b. Proposed time allotment/schedule indicating how the Sabbatical Leave
22 will be used.
23
- 24 5. The granting of Sabbatical Leave is at the sole discretion of the Board. After
25 Board approval, any change of plan must be reapproved in advance of the
26 commencement of the Sabbatical Leave.
27
- 28 6. Tenure and status of the employee on a Sabbatical Leave will not be impaired.
29 The salary of a employee during Sabbatical Leave shall be paid in monthly
30 installments.
- 31 7. Compensation, salary, during Sabbatical Leave shall be one-third (1/3) of the
32 applicant's regular employee contract salary. The employee will not be eligible for
33 district-paid insurance benefits, but shall be able to subscribe at their own expense
34 under the district's group rates, subject to the insurance carrier's approval.
35
- 36 8. Sabbatical Leave entitles an employee to the normal increments, and hours earned
37 during the Sabbatical Leave.
38
- 39 9. An employee accepted for Sabbatical Leave must guarantee, in writing, that said
40 employee will return to the District for a minimum of one (1) full year subsequent
41 to the Sabbatical Leave.
42
- 43 10. Within thirty (30) days of return from Sabbatical Leave, the employee shall file
44 with the Superintendent or Superintendent's designee a summary report of travel
45 or study in which said employee was engaged.
46
47

1 M. **Professional Leave of Absence.**

2 Leaves of absence (Appendix F-1) without pay or benefits may be granted for a period
3 not to exceed one (1) year, subject to renewal for a second year. Applications shall be
4 completed and filed in the Superintendent's office not later than April 1 of any year.
5 Requests where approval is routine and/or pro forma may be recommended to the School
6 Board by the Superintendent or his/her designee, with subsequent notice of the request
7 and recommendation then being given to the Association. Requests where approval is
8 not routine and/or not pro forma, shall be brought to the Association President for a
9 possible joint recommendation to the Board. The final decision on Professional Leave
10 recommendations will be made by the Board at a regular Board meeting.
11

12 N. An employee on authorized leave of absence may elect, provided the insurance policy so
13 allows, to keep in force insurance coverage in effect prior to the leave. The District will
14 make no contribution toward the payment of such premiums.
15

16 O. **Shared or Donated Leave.**

- 17
- 18 1. One district pool will be established for the purpose of sharing leave among
19 employees according to the provisions of WAC 392-126-004-104.
20
 - 21 2. A district employee is eligible to receive donated leave if:
22
 - 23 a. The staff member is entitled to use and accrue annual and/or sick leave;
24
 - 25 b. The staff member suffers from, or has a relative or household member
26 suffering from, an extraordinary or severe illness, injury, impairment or
27 physical or mental condition which has caused or is likely to cause, the
28 staff member to:
29
 - 30 (i) Go on leave without pay status; or
31
 - 32 (ii) Terminate his/her employment;
33
 - 34 c. The staff member's absence and the use of shared leave are justified by
35 documentation;
36
 - 37 d. The staff member has depleted his/her annual leave and sick leave
38 reserves;
39
 - 40 e. The staff member has abided by District rules regarding annual and/or sick
41 leave use; and
42
 - 43 f. The staff member has diligently pursued and been found to be ineligible to
44 receive industrial insurance benefits.
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1 O. **Shared or Donated Leave** (continued)

2
3 g. An employee's relative is defined as the leave recipient's spouse, child,
4 stepchild, grandchild, grandparent, parent, sibling or other close relative
5 by blood or marriage. Household member is defined as those persons who
6 reside in the same home as a family unit. This term shall include foster
7 children and legal wards even if they do not live in the household.
8

9 h. Extraordinary or severe means serious or extreme and/or life threatening.

10
11 3. The Superintendent or his/her designee shall appoint yearly a committee
12 comprised of one representative from each bargaining unit and one representative
13 from each non-represented group (District Office Support Staff, Principal/District
14 Office Administrators, Skills Center) to determine the amount of leave, if any,
15 which a staff member may receive under this policy. The Superintendent or
16 his/her designee shall be a member of the committee.
17

18 4. However, a staff member shall not receive more leave than the number of
19 contracted days remaining in the current school year. The employee shall not
20 receive a total of more than 261 days of leave during total state employment. A
21 maximum of 60 days each school year can be drawn by one (1) employee, except
22 by unanimous decision of the committee. Requests for use of sick leave days
23 must be accompanied by a letter from the attending physician and the district
24 form (Appendix F-1). To be granted leave, the committee and physician must be
25 in agreement.
26

27 5. District employees may donate leave annually as follows:

28
29 A staff member who has an accrued sick leave balance of more than 60 days, may
30 request a transfer of a specified amount of sick leave to the district's shared leave
31 pool. The request must be made on the attached form. A staff member may request
32 to transfer no more than six (6) days of sick leave during any calendar year, and
33 may not request a transfer that would result in an accrued sick leave balance of
34 fewer than 60 days. Sick leave as defined in RCW 28A.400.300 means leaves for
35 illness, injury and emergencies. Leave shall be calculated on a day-donated and
36 day-received basis. All donated leave must be given voluntarily and is not
37 returnable to the donor.
38

39 P. In order to assist the District in fulfilling its responsibility to hire the personnel needed from
40 year-to-year, employees covered by this Agreement who are on extended unpaid leave shall
41 inform the District by April 1st but no later than April 15th of the school year of their intention
42 for the following year, including whether they will return to the District to work, whether they
43 will request an extension of their leave, or whether they will resign from the District.
44
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- 1 Q. **Leave Reassignments.**
2 For all absences and leaves as stated in Article 26, the employee, upon completion of said
3 absence(s) or leave(s) shall be assigned to a position that is the same or similar to the
4 position previously held, subject to Article 29 herein.
5
- 6 R. If the leaves herein become the basis for an audit exception in the Tumwater School
7 District Annual Audit Report, the District and Association agree to reopen negotiations to
8 bring the leaves into compliance with the auditor's directives.
9
- 10 S. An employee who is on a paid leave of absence authorized by the District shall continue to
11 receive service credit as provided under the provisions of RCW 41.32.240 through 41.32.575.
12
- 13 T. **Applicability of Leaves.**
14 All leaves described in Article 26 shall be applicable to any days in an employee's base
15 contract year as defined in Article 25.
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1 **ARTICLE 27 -- EMPLOYEE FACILITIES**

2
3 **A. Facilities Provided.**

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

- 5
6 1. Adequate space in each classroom in which employees may safely store
7 instructional materials and supplies;
8
9 2. An employee work area containing adequate equipment and supplies to aid in the
10 preparation of instructional materials;
11
12 3. In addition to the aforementioned work area, an appropriately furnished room,
13 which will include a telephone to be reserved for the use of the employees, as a
14 faculty lounge. The lounge shall be maintained and cleaned regularly by the
15 custodial staff;
16
17 4. A serviceable desk and chair and filing cabinet of adequate size for employee use
18 in each classroom;
19
20 5. A communication system so that certificated employees can communicate with
21 the main building office from their classrooms. In the event the system just
22 described does not exist in a building, such a system will be included in any major
23 remodeling project for said building;
24
25 6. Well-lighted and clean employee restrooms, separate for each sex and separate
26 from student restrooms; and
27
28 7. A separate, private dining area for the use of employees.
29

30 **B. Safe Working Conductions.**

31 The District shall provide a safe and healthful working environment for all employees.
32 Employees will not be required to work under unsafe or hazardous conditions or to
33 perform tasks that endanger their health, safety, or well-being.
34

35 **C. Access after Regular School Hours.**

36 In order to permit freedom for access both during and after regular school hours, all
37 employees will be given keys to the faculty lounge and work area of their assigned
38 school. All employees will be provided, upon request, with a key or other means of
39 access through an outside door to their area of the building during non-school hours.
40

41 **D. Employee Parking.**

42 An adequate part of the parking lot at each school shall be reserved for employee parking.
43
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1 E. **Facility and Classroom Use by Third Parties.**

2 The District will ensure that advance notice of school facility use will be provided
3 affected employees. The building principal will be responsible for verifying that the
4 classroom teacher and the person(s) using the room have reached agreement on the terms
5 of its usage, including but not limited to storage, property rights, designated areas and
6 materials to be used, etc. In the event a facility user does not abide by the agreement, the
7 employee will promptly notify the building principal. The principal will verify to what
8 extent the agreement was broken and authorize a reimbursement claim to the employee
9 for personal property and/or time lost in restoring the classroom or other affected facility
10 (to be paid at the per diem rate). The District shall collect any appropriate fines from the
11 facility user.
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1 **ARTICLE 28 -- NON-PROFESSIONAL DUTIES**

- 2
- 3 A. Employees shall not be required to perform the following non-professional duties,
4 including, but not limited to, milk distribution and supervision of the cafeterias, bus
5 loading and unloading, playgrounds, collecting money from students, any custodial
6 function, or conducting searches for explosive devices.
7
- 8 B. Employees shall not be required to drive students to activities which take place away
9 from the school building.
10
- 11 C. An employee will not be required to perform non-teaching duties which place him/her in
12 a position of direct responsibility and supervision of a group of students. If such duties
13 are to be performed, they will be on a voluntary basis, and it shall be the responsibility of
14 each building principal to provide a sign-up sheet for said duties. The payment for such
15 voluntary duty performance shall be set by the sponsoring group.
16
- 17 D. The past practice of the District and employees, regarding this Article, is not a violation
18 of this Article.
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1 **ARTICLE 29 -- POSITION RECRUITMENT, APPLICATION, AND JOB-SHARING**

2
3 The District and the Association agree on the importance of recruiting and retaining high quality
4 employees from diverse backgrounds.

5 **A. Procedures for Filling Vacancies.**

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

- 8 1. All vacancies and new positions shall be posted via e-mail to each employee and
9 the Association through the last day of the student school year. After that time,
10 they will be posted on the Public Schools Personnel Cooperative website.
- 11 2. The District shall clearly set forth the procedures for applying for vacancies and
12 where the qualifications for the individual positions may be obtained.

13
14 **B. Notification of Voluntary Reassignment or Transfer Applications.**

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

18
19 **C. Unfulfilled Reassignment or Transfer Requests.**

20 Any employee who has applied for a vacant position or a new position and whose request
21 has not been fulfilled by July 1, shall have his/her request kept on active file status until
22 August 31. It is further agreed that the District shall consider the concept of an experiential
23 transfer exchange as an opportunity for growth for employees.

24
25 **D. Staffing and Schedule Notification.**

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

30
31 **E. Criteria for Filling Vacancies.**

- 32
33 1. All vacancies shall be filled on the following basis and in the following order:
- 34 a. The qualifications and program needs set forth in the job posting which
35 shall include educational training, certification and education employment
36 experience.
- 37 b. Seniority as determined by the highest standing on the RIF list.
- 38 c. If qualifications and program needs are substantially equal, then seniority
39 will be the determining factor in filling the vacancy.
- 40 2. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
- 41 3. No vacancy shall be filled by means of involuntary assignment/transfer if there is
42 a qualified volunteer available to fill such vacancy.
- 43

1 F. **Notification of Non-Acceptance.**

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

6
7 G. **Vacancies Occurring During the School Year.**

- 8
9 1. All vacancies and new positions occurring during the school year shall be
10 reported to the Association and posted via e-mail to each employee for a
11 minimum of five (5) working days before the position is filled.
12
13 2. When such a vacancy or new position occurs, qualified employees may apply and
14 shall be considered for a voluntary transfer to a vacant position; provided,
15 however, if such employees are transferred to those positions, the subsequent
16 vacancy shall not be subject to the provisions of this section. This transition
17 would only occur at the trimester/semester breaks. The Superintendent or
18 Superintendent's designee, at his/her discretion, may grant exceptions for
19 transferring employees to subsequent vacancies.
20

21 H. **Involuntary Transfer/Reassignment.**

- 22
23 1. Notice of involuntary transfer or reassignment shall be given to an employee as
24 soon as practicable, and except in unusual cases, not later than June 30 of any
25 given year.
26
27 2. A list of open positions in the school district shall be made available to all
28 employees being involuntarily transferred or reassigned.
29
30 3. An involuntary transfer or reassignment shall be made only after a meeting
31 between the employee involved and the Superintendent's designee, at which time
32 the employee shall be notified of the reason thereof. In the event that an
33 employee objects to the transfer or reassignment and upon request of that
34 employee, the Superintendent or Superintendent's designee shall meet with the
35 employee. The employee may, at the employee's option, have an Association
36 representative present at such meeting.
37
38 4. Involuntary transfers or reassignment will be made on the basis of the educational
39 and staffing needs of the District. Employees will not be placed in any position
40 outside their major and/or minor preparation areas except in unusual situations.
41
42 5. An employee will not be involuntarily transferred or reassigned if there is an
43 active vacancy application from another employee who qualifies for the position
44 to be filled by involuntary means.
45
46

- 1
2 6. The District agrees that absent a finding of fact by the Superintendent that the
3 educational best interest of the students cannot be adequately served thereby, the
4 District shall select involuntary transfers according to least standing on the RIF
5 list among those available to be involuntarily transferred.
6
7 7. Elementary classroom teachers at a particular site shall be divided into the
8 following groups when determining availability for involuntary transfer:
9
10 a. Grades K through 2
11
12 b. Grades 3 through 4
13
14 c. Grades 5 through 6
15
16
17

18 I. **Hiring Committees.**

19 Staff representatives will be included on hiring committees when appropriate.
20

21 J. **Job-Sharing Guidelines.**

- 22 1. Job sharing shall refer to two (2) educational employees sharing one (1) full-time
23 position.
24
25 2. Job sharing may be available to educational employees who have continuing
26 contracts with the District. Employees seeking job sharing opportunity will meet
27 jointly with the site administrator for discussion and then jointly apply.
28 Applications for job sharing must be made in writing to the Human Resources
29 Administrator by April 1st.
30
31 3. Responsibilities of an assignment by two job sharers may be divided and/or
32 allocated according to a plan designed by the job sharers, with the approval of the
33 Principal and Director of Human Resources.
34
35 4. Educational employees holding job sharing assignments shall be granted the
36 appropriate annual fractional leave(s), subject to the provisions of the Collective
37 Bargaining Agreement.
38
39 5. The two (2) educational employees sharing one (1) full-time position shall share
40 one (1) benefit package, subject to the provisions of the Collective Bargaining
41 Agreement and District insurance contracts.
42
43 6. In the event a replacement is required for a job sharer, the district may offer the
44 other educational employee sharing that particular job the position.
45
46 7. Job sharing partners may substitute for one another at the rate of 1-1/2 times the
substitute rate of pay.

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- 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.

1 **ARTICLE 30 -- STUDENT TEACHERS**

2
3 A. **Philosophy.**

4 Tumwater School District and the Tumwater Education Association believe that
5 providing observation and student teaching opportunities for students training to be
6 teachers enable us to support the education profession, and to expand and enhance the
7 pool of employee candidates for possible future employment.
8

9 B. **Student Teacher Assignment.**

10 The Tumwater School District recognizes its obligation to provide experience for
11 students training to be teachers. Placing of college students for specific purposes with
12 supervising teachers in the District is encouraged but not mandatory. Assignment of
13 college students is to be made by the Superintendent or Superintendent's designee or the
14 building administrator in cooperation with the college supervisor and the building
15 administrator, and with the approval of the supervising employee.
16

17 C. **Supervising Employee's Responsibility.**

18 The supervising employee and college supervisor shall cooperatively develop an
19 appropriate program for the student teacher. The experience shall include observation,
20 practice teaching and other normal teacher duties as the supervising employee shall
21 direct. The supervising employee is responsible for the class, and should not delegate
22 these experiences until the student teacher is sufficiently prepared to handle them.
23 Student teachers should conduct themselves as though they were regularly employed in
24 regard to such obligations as the teaching day, supervision of students, extra-curricular
25 activities, and in-service obligations.
26

27 D. **Student Teacher Dismissal.**

28 The supervising employee has the right to recommend dismissal of a student-teacher
29 without the consent either of the District or the college/university. Prior to dismissal, the
30 supervising employee shall provide an explanation to the building administrator, college
31 supervisor, and the student-teacher involved.
32

33 E. **Student Teachers as Substitutes.**

34 At no time shall the student-teacher be assigned as a substitute for employees.
35

36 F. **Student Observation Experience.**

37 This experience is provided to college students at the beginning of the school year except
38 in extenuating circumstances, and shall include those preparation or orientation days
39 which precede the opening of school. The college student's role should be mainly that of
40 observation. Other duties may be assigned by the supervising teacher in accordance with
41 the student's capabilities.
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1 **ARTICLE 31 -- STUDENT DISCIPLINE**

2
3 A. **Maintaining Order and Discipline of Students.**

4 All employees shall assume the responsibility for maintaining an atmosphere that will
5 serve to prevent undesirable conduct. To enable all employees to maintain order and
6 discipline of students, the school district shall support and assist all employees in
7 maintaining control of students. All District and building policies related to student
8 discipline shall comply with current laws of the State of Washington. Such policies shall
9 be interpreted to insure that the optimum learning atmosphere of the classroom is
10 maintained, and that the highest consideration is given to the judgment of qualified
11 certificated educators regarding conditions necessary to maintain the optimum learning
12 atmosphere.

13
14 B. **Student Discipline Records.**

15
16 1. **Record-Keeping.**

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

19
20 2. **Access to Student Discipline Records.**

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

25
26 C. **Enforcement of Student Discipline.**

27
28 1. **Exclusion of Student by Teacher.**

29 An employee shall have the right to remove a student from class when the
30 employee deems such action necessary to maintain order or discipline, provided
31 that, except in emergency circumstances, the teacher shall have first attempted
32 one or more alternative forms of corrective action. In no event shall an excluded
33 student be returned during the balance of that class or activity period (a class
34 period is fifty-five (55) minutes in length), or up to the following two days, or
35 until the principal or his or her designee and the teacher have conferred, without
36 the consent of the teacher. Students may be excluded from their individual
37 classes or activities for periods of time in excess of these time periods if such
38 students have repeatedly disrupted the learning of other students, subject to due
39 process rights of all students.

40
41 2. **Communication of Disciplinary Action.**

42 The principal shall communicate in a timely manner the disciplinary action taken
43 by the principal to the school personnel who referred the student to the principal
44 for disciplinary action. This communication shall occur prior to the student's
45 return to the teacher's supervision.

1 D. **Discipline of Special Education Students.**

2 In instances where a special education student is so disruptive in either a regular or
3 special education classroom that the educational process is significantly impaired, the
4 student shall be removed in accordance with the District Policy and Procedures Guide.
5 Unless a special education student's I.E.P. specifically references a disciplinary problem
6 and prescribes an approach contrary to that which may be indicated by the District
7 Policy, the standard discipline policy applies to all students.
8

9 E. **Supervision of Students.**

10 All children within a school building(s) attending school functions(s) during school hours
11 and during non-school hours must be supervised. Each employee is legally responsible
12 for the supervision of the employee's assigned group. Each employee is responsible for
13 correcting any student(s) not properly supervised, and reporting the situation to the
14 employee's immediate supervisor.
15

16 F. Neither the District nor any subgroup of the District will pass or maintain policy which
17 conflicts with the employee's responsibility to maintain discipline of the students.
18

19 G. **Development and Review of Building Discipline Standards.**

20
21 1. **Building-Level.**

22 The principal and the certificated employees in a school building shall confer at
23 least annually in order to develop and/or review building disciplinary standards
24 and uniform enforcement of those standards.
25

26 2. **District Level.**

27 On or before September 30, of each school year, the District and the Association
28 shall meet to develop and/or review building disciplinary standards and uniform
29 enforcement of those standards. Such standards shall be consistent with this
30 contract, applicable statutes, and shall not be encroached upon by the Board
31 policy or action.
32

33 H. **Expectations of Employees in Physical Confrontations.**

34 The District and the Association have agreed upon the following expectations when
35 employees find themselves facing physical confrontations:
36

- 37 1. Employees have a responsibility to help ensure a safe and secure environment for
38 their students.
- 39 2. Employees are not expected to place themselves in harm's way.
- 40 3. Employees are expected to use their best professional judgment about what action
41 to take based on their own capabilities their level of training and confidence, and
42 the situation they are facing.
43
44
45

1 **ARTICLE 32 -- EVALUATION**

2
3 **A. Evaluation Philosophy.**

4 The Association and the District recognize that an ongoing effort to improve individual
5 and team performance is a key characteristic of any high quality organization. We share
6 a commitment to work together to make this happen.

7 Our philosophical goal is to move toward a supportive environment which leads
8 employees to ongoing reflective thinking about their own performance and the factors
9 which influence their effectiveness. The purpose of such reflection is to enhance our
10 employees' personal and professional growth and ability to successfully assist our
11 students to accomplish such learning goals as:

- 12 • Read with comprehension, write with skill, and communicate effectively and
13 responsibly in a variety of ways and settings.
- 14 • Know and apply the core concepts and principles of mathematics; social, physical and
15 life sciences; civics and history; geography; fine arts; and health and fitness.
- 16 • Think analytically, logically, and creatively; and integrate experience and knowledge
17 to form reasoned judgments and solve problems.
- 18 • Understand the importance of work and how performance, effort, and decisions
19 directly impact future career and educational opportunities.
- 20 • Be responsible for one's actions, develop positive self-worth by enhancing learner
21 competence and good work habits; show respect for others, participate as a citizen,
22 and become a lifelong learner.

23 **B. Evaluation Prerequisites.**

- 24 1. The evaluation procedures set forth herein shall provide for a positive attitude to
25 be maintained by all parties toward the development and improvement of the
26 instructional program of the District. The evaluation procedure shall recognize
27 high levels of performance and encourage improvement in specific identifiable
28 areas through the systematic assessment of the instructional program and shall be
29 recognized as a high priority responsibility.
- 30 2. The following conditions shall prevail when an evaluation of an employee takes
31 place. If any of these conditions are absent, the evaluation report shall duly note
32 the specific condition(s) lacking in that employee's instructional setting:
 - 33 a. Class size in accordance with the Agreement;
 - 34 b. Sufficient availability of supplies and equipment for the instruction
35 program;
 - 36 c. Adequate physical facilities and location to accommodate the learning
37 environment as necessitated by the area of instruction being taught;
 - 38 d. Preparation time for the employees in accordance with Article 21 of this
39 Agreement; and
 - 40 e. Administrative support in dealing with disciplinary problems in
41 accordance with this agreement.

1 C. **Evaluation Options.**

2 After four (4) years of satisfactory long-form evaluation, in accordance with RCW 28A.405,
3 the employee will decide how he/she will be evaluated, choosing from the following
4 choices:

- 5
- 6 1. Professional Growth Option (Appendix E-1 and E-2)
- 7 2. Long-form evaluation process (Appendix E-3 and E-4 and/or E-5)
- 8 3. Short-form evaluation process (Appendix E-6)
- 9

10 The evaluation option to be used needs to be discussed by the employee and the evaluator
11 and mutually agreed upon by both parties before the evaluation process begins. Should
12 the participants not agree on the evaluation choice, a person from the Article 2 Group will
13 be brought in to assist.

14

15 As per RCW 28A.405.100, it is mutually agreed by both the District and the Association
16 that the employee must return to the long-form evaluation at least once every six (6)
17 years. During the sixth year a long-form evaluation would be conducted. An employer
18 or employee may require that the long-form evaluation process be conducted in any given
19 year.

20

21 D. **Professional Growth Option.**

22 Eligibility to participate in the Professional Growth Option, hereafter referred to as PGO,
23 shall require four (4) years of satisfactory long-form evaluations for employees new to
24 teaching, and two (2) years of satisfactory long-form evaluations for experienced
25 employees new to Tumwater School District who have received at least two (2) years of
26 satisfactory long-form evaluations in their previous districts. The long-form evaluation
27 must occur at least once every six (6) years.

28

29 **1. PGO Philosophy**

- 30
- 31 a. The primary focus of evaluation shall be to improve teaching and encourage
32 professional growth. The Professional Growth Option, hereafter referred to
33 as PGO, is a process which is teacher-centered, encourages peer sharing and
34 support, and includes self-evaluation and goal setting. This process is
35 separate from the traditional, summative review and all observation and
36 comment related to PGO, with the exception of the PGO verification form,
37 shall not be included as part of the employee's permanent record.
- 38 b. The supervisor and the staff member share the responsibility for PGO. The
39 fundamental activity of this option is the development of specific teaching
40 and/or direct job-related goals between the staff member and the supervisor.
41 The number of goals is less important than the form and substance of the
42 goals and in most cases would range from one to four. Normally the goals
43 would be established in accordance with their potential impact on student
44 learning.
- 45

- 1 c. Peer involvement is heartily encouraged as a part of PGO. Individuals may
2 elect to use colleagues in observation, data collection or as collaborators.
3 Employees may choose to work in teams, department groups or grade levels.
4 The supervisor acts as a coach, observer, facilitator and/or data collector.
5

6 **2. PGO Process**
7

- 8 a. The employee and her/his administrative evaluator must mutually agree to
9 participate in the PGO. Each of them must also have completed at least
10 once the PGO training offered each year by the District. Such training
11 shall include goal setting, communication skills, and strategies for
12 instructional improvement.
13
- 14 b. PGO shall encourage professional growth through goal setting and shall
15 involve the teacher and the administrator in cooperative discussions,
16 planning and collegial interaction for the accomplishment of goals.
17
- 18 c. The employee shall complete an annual self-assessment, including the
19 setting of individual professional goals and outlining a plan for
20 accomplishing them.
21
- 22 d. Teams of employees may choose to go through this process together with
23 team goals.
24
- 25 e. The plan may include observation and comment by one or more peers of
26 the employee's choice, comment by students and/or comment by parents
27 of students. Such observation and comment shall not be included as part
28 of the employee's permanent records.
29
- 30 f. Information from the PGO cycle is the property of the employee and may
31 not pass to the personnel file. Only the PGO verification form will be
32 placed in the personnel file.
33
- 34 g. At all times during the professional growth option, collaborative
35 interaction, based on trust and confidence, is encouraged. Growth is the
36 desired outcome and the PGO should not represent a threat.
37
- 38 h. PGO shall model authentic assessment for students.
39
- 40 i. Employees who participate in the PGO will receive \$50 in their initial year
41 of participation to support achievement of their professional goals. Sites
42 are to submit written notification to the Human Resources Office
43 identifying new PGO participants so proper payments can be made.
44
45
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1 **3. PGO Timelines**

- 2
- 3 a. During September and October, employee participants and supervisors
- 4 shall meet to discuss thoroughly the potential goals and to complete the
- 5 PGO Planning Worksheet (Appendix E-2).
- 6 b. Throughout the year, the supervisor shall meet formally and informally
- 7 with the employee and any involved peers to discuss collaboratively the
- 8 progress on the goals and to refine and update any need for resources.
- 9 c. In March and April, a final meeting shall be held to review achievement of
- 10 the goals. At this meeting the Professional Growth Verification Form
- 11 (Appendix E-1) shall be compiled collaboratively to be submitted to the
- 12 district personnel file. The supervisor shall verify that the employee has
- 13 participated in the PGO.
- 14

15 **E. Long-form Evaluation Process.**

- 16
- 17 1. This evaluation process must occur at least once every six (6) years. (Appendix E-3)
- 18 2. Annually, employees shall be observed a minimum of sixty (60) minutes prior to
- 19 the formal evaluation conference. At least one (1) observation shall not be less
- 20 than thirty (30) continuous minutes in length. Provisional employees shall be
- 21 observed for a total of not less than thirty (30) minutes during the first ninety (90)
- 22 calendar days of employment. For continuing contract employees, at least one (1)
- 23 observation shall be held by March 15.
- 24 3. Observations shall take place under a variety of circumstances such as different
- 25 subject areas, different instructional methods and different times of the day, week
- 26 and year. At least one (1) observation shall be considered formal. Formal
- 27 observations shall include a joint planning meeting prior to the observation,
- 28 utilization of the Evaluation Criteria (Appendix E-4 and/or E-5) as a basis for the
- 29 observation, and a follow-up discussion with the evaluatee within five (5) days
- 30 following the observation. Following any other observation, a conference may be
- 31 called by either the evaluator or evaluatee to discuss the observation.
- 32 4. The evaluator shall complete an evaluation report and hold the formal evaluation
- 33 conference not later than June 1. The evaluator shall note the strengths and areas
- 34 for improvement, if any. Deficiencies noted shall be supported with related
- 35 examples. A growth plan shall be mutually established from adopted criteria
- 36 where areas for improvement have been identified. The evaluator shall use the
- 37 evaluation criteria (Appendix E-4 and/or E-5) as the basis for the evaluation. The
- 38 evaluatee shall sign both copies of the evaluation report form and shall have the
- 39 exclusive right to attach an addendum statement. Distribution of the evaluation
- 40 report forms should be: (1) Original copy to the school district personnel file; (2)
- 41 Second copy to the evaluatee.
- 42
- 43
- 44
- 45

1 5. **Performance Notification**

2 The District and the Association recognize the importance of sufficient time for
3 an employee to address performance concerns raised by an evaluator during the
4 evaluation process. Therefore no employee shall receive an unsatisfactory
5 evaluation at their formal evaluation conference without having been notified in
6 writing of performance concerns that could result in such an unsatisfactory
7 evaluation. Such notification shall occur as soon as possible, and no later than
8 March 15.

9
10 F. **Short-Form Evaluation Process.**

11 After four (4) years of satisfactory long-form evaluations, the supervisor and employee
12 may mutually agree to participate in the short-form evaluation process. The short-form
13 evaluation (Appendix E-6) shall consist of:

- 14
15 1. One 30-minute observation with a written summary, or
16 2. Two observation periods totaling at least 60 minutes without written summary,
17 but with a final annual written evaluation.

18
19 Long-form evaluations must occur at least once every six (6) years. The employee may
20 request a long-form evaluation at any time. No employee shall be required or requested
21 to participate in a short-form evaluation process. The short-form evaluation process may
22 not be used for determining unsatisfactory work, nor as probable cause for non-renewal.

23
24 The following procedural requirements of the long-form evaluation process shall apply:

- 25
26 1. Designation of the evaluator;
27 2. Time limit on the delivery of an observation(s) form(s);
28 3. Meeting with individual or groups of employees to review the evaluation system;
29 4. Prearrangement of observation.

1 G. **Probationary Procedures.**

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

10
11 **Step 1** -- The principal shall meet with the employee and, at his or her request, a
12 representative of the Association, in an attempt to resolve matters relating to
13 performance before probation is recommended. This conference shall be held
14 within ten (10) days of the date of the formal evaluation and in no case later
15 than January 20.

16
17 **Step 2** -- If the evaluator recommends probation and the Superintendent takes action to
18 place the employee on probation, the employee shall be notified in writing of:

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

25 The evaluator shall be responsible for supervising the probation and he/she
26 may ask for assistance from the Superintendent or his/her designee, or the
27 Association, to supply additional resources during the probation.
28

29 **Step 3** -- During the probationary period, the evaluator shall meet with the employee and,
30 at his or her request, a representative of the Association at least twice monthly
31 to supervise and make a written evaluation of the progress, if any, made by the
32 employee. The employee shall receive a copy of this evaluation.
33

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

- 38 a. That the employee has demonstrated sufficient improvements in the
39 stated area of deficiency to justify the removal of the probationary
40 status; or
- 41 b. That the employee has not demonstrated sufficient improvement in the
42 stated areas of deficiency, and action should be taken to non-renew the
43 employee.
44

1 **ARTICLE 33 -- SEPARATIONS AND RESIGNATIONS**

2
3 **A. Employee Obligations.**

4 Each employee is expected to fulfill the terms of employment. If termination of services
5 is at the end of the school year, the employee is requested to give notice by March 15.
6 Employees should not expect to be released from their contracts after July 1. Except in
7 emergency circumstances requiring termination of the contract, notice should be given at
8 the earliest possible date.
9

10 **B. Administrative Obligations.**

11 An exit interview, whenever possible, is to be held by the principal or the Superintendent
12 or Superintendent's designee with the employee who is terminating employment. A
13 reference will be sent to the employee's employment agency to become a part of the
14 permanent placement file if requested. The Superintendent or Superintendent's designee
15 shall assist the employee who is terminating services in securing information relative to
16 available benefits.
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1 **ARTICLE 34 - GRIEVANCE PROCEDURE**

2
3 **A. Definitions.**

- 4
- 5 1. A "grievant" shall mean a teacher or group of teachers or the Association filing a
6 grievance.
7
 - 8 2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of
9 any kind exists involving interpretation or application of the terms of this
10 Agreement or of an existing Board rule, policy or practice, or that an employee
11 has been treated inequitably, or that there exists a condition which jeopardizes
12 employee health or safety.
13
 - 14 3. A "party of interest" is the person or persons making the claim and any person
15 who might be required to take action or against whom action might be taken in
16 order to resolve the claim.
17
 - 18 4. "Work-days" shall mean teacher employment days, except as otherwise indicated.
19 If the stipulated time limits are not met, the grievant shall have the right to appeal
20 the grievance to the next level of procedure.
21
 - 22 5. Failure to appeal the grievance to the next step within the timelines herein stated
23 shall cause the grievance to be waived.
24

25 **B. Association Rights.**

- 26
- 27 1. The Board shall recognize a Professional Rights and Responsibilities Committee
28 upon its selection by the Association. At least one (1) Association representative
29 shall be present for any meetings, hearings, appeals, or other proceedings relating
30 to a grievance which has been formally presented.
31
 - 32 2. If, in the judgment of the Association, a grievance affects a group of teachers or
33 the Association, the Association may initiate and submit such grievance in writing
34 to the Superintendent directly, and the processing of such grievance shall be
35 commenced at Step 2. The Association may process such grievance through all
36 levels of the procedure, even though there is no individual aggrieved person who
37 wishes to do so. Class grievances involving the administrator above the building
38 level may be filed by the Association at Step 2.
39
 - 40 3. In matters dealing with alleged violations of Association rights, the grievance
41 shall be initiated at Step 2.
42
 - 43 4. The Association on its own may continue and submit to arbitration any grievances
44 filed and later dropped by a grievant, provided that the grievance involves the
45 application of interpretation of the Agreement.
46
47

1 C. **Individual Rights.**

- 2
- 3 1. Nothing contained herein shall be construed as limiting the right of any teacher
- 4 having a complaint to discuss the matter via administrative channels and to have
- 5 the problem adjusted without the intervention of the Association, as long as the
- 6 Association is in attendance at these discussions and is notified in writing as to the
- 7 disposition of the matter and such disposition in not inconsistent with the terms of
- 8 this Agreement.
- 9
- 10 2. A grievant may be represented at all stages of the grievance procedure by
- 11 him/herself, or at his/her option, by an Association representative selected by the
- 12 Association. If an aggrieved party is not represented by the Association, the
- 13 Association shall have the right to be present and to state its views at all stages of
- 14 the grievance procedure.
- 15

16 D. **Grievance Steps.**

17

18 **Step 1: Immediate Supervisor.**

19 The parties in interest acknowledge that it is usually most desirable for an employee and

20 his/her immediately involved supervisor to resolve problems through free and informal

21 communications. Within twenty (20) work-days of knowledge of the act or condition

22 which is the basis of the grievance, the grievant may present the grievance in writing to

23 the immediately involved supervisor who will arrange for a meeting to take place within

24 four (4) work-days after receipt of the grievance. The grievant and/or the Association

25 and the supervisor shall be present for the meeting. The supervisor shall provide the

26 grievant and the Association with a written answer to the grievance within two (2) work-

27 days after the meeting. Such answer shall include the reasons upon which the decision

28 was based.

29

30 **Step 2: Superintendent.**

31 If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no

32 decision has been rendered within six (6) work-days after presentation of the grievance,

33 the grievance may be referred within five (5) work-days to the Superintendent or his/her

34 official designee. The Superintendent or his/her official designee shall arrange for a

35 hearing with the grievant and/or Association, to take place within five (5) work-days of

36 his/her receipt of the appeal. The parties in interest shall have the right to include in the

37 representation such witnesses and counselors as they deem necessary to develop facts

38 pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her

39 official designee will have four (4) work-days to provide a written decision, together with

40 the reasons for the decision to the Association.

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1 **Step 3: Board of Directors.**

2 If the grievant is not satisfied with the disposition of his/her grievance at Step 2, or in the
3 event that no decision has been rendered within five (5) work-days after presentation of
4 the grievance, the grievant may request, through the Superintendent, that the grievance be
5 heard by the Board of Directors. Such request will be made within five (5) work-days
6 after receipt of the Superintendent/designee's decision.
7

8 The Board of Directors shall, within fifteen (15) work-days of the receipt of the request,
9 meet with the grievant(s) in closed session to hear the history and substance of the
10 grievance. At this hearing the grievant may present such information to the Board as it
11 deems necessary to properly state the grievance.
12

13 Not later than five (5) work-days after this hearing, the Board of Directors shall
14 communicate in writing its decision to the grievant(s).
15

16 **Step 4: Binding Arbitration.**

- 17
- 18 1. If the grievant is not satisfied with the disposition of the grievance at Step 3, or if
19 no decision has been rendered within five (5) work-days after the meeting with
20 the Board, the grievant may request the Association move the grievance to
21 arbitration if the grievance involves the interpretation, meaning or application of
22 any of the provisions of the Agreement. Such request will be made within five (5)
23 work-days after receipt of the Board of Directors' decision. The Association shall
24 give written notice to the Board of its desire to submit the grievance to binding
25 arbitration. Such notice must be made within twenty (20) work-days of the
26 grievant's receipt of the Board's decision. If any question arises as to arbitrability,
27 such question will first be ruled upon by the arbitrator selected to hear the dispute.
28
 - 29 2. Within ten (10) work-days after such written notice of submission to arbitration,
30 the Board and the Association will attempt to agree upon a mutually acceptable
31 arbitrator and to obtain a commitment from such arbitrator to serve. If the parties
32 are unable to agree upon an arbitrator or to obtain such a commitment within the
33 ten (10) work-day period, a request for a list of arbitrators may be made to the
34 American Arbitration Association (AAA) or the Federal Mediation and
35 Conciliation Service (FMCS) by either party.
36
 - 37 3. Neither party shall be permitted to assert in the arbitration proceedings any evidence
38 which was not submitted to the other party before the completion of Step 3 at meetings.
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1 4. The arbitrator selected will confer with the representatives of the Board and the
2 Association and hold hearings promptly and will issue his/her decision not later
3 than twenty (20) work-days from the date of the close of the hearings, or if oral
4 hearings have been waived, then from the date the final statements and proofs are
5 submitted to him/her. The arbitrator's decision will be in writing and will set forth
6 his/her findings of fact, reasoning, and conclusions on the issues submitted. The
7 arbitrator will be without power of authority to make any decision which requires
8 the commission of an act prohibited by law or which is violative of the terms of
9 this Agreement. The decision of the arbitrator will be submitted to the Board and
10 the Association and will be final and binding.

11
12 5. The costs for the services of the arbitrator, including per diem expenses, if any,
13 and his/her travel and subsistence expenses and the cost of any hearing room, will
14 be borne equally by the Board and the Association. All other costs will be borne
15 by the party incurring them.

16
17 E. **Jurisdiction of the Arbitrator.**

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

23
24 F. **Exceptions to Time Limits.**

25 When a grievance is submitted on or after June 1, time limits shall consist of all week
26 days, so that the matter may be resolved before the close of the school term or as soon as
27 possible thereafter. Deadlines also may be extended by mutual agreement of the parties.

28
29 G. The substance of an evaluation report is not grievable; non-renewal and dismissal of
30 employees and matters relating to evaluation and placement of employees on probation
31 and reduction in force shall be grievable only through Step 3 of the grievance procedure.
32 Following Step 3, such matters shall be governed and controlled by appropriate statute.

33
34 H. **No Reprisals.**

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

1 **ARTICLE 35 – TIME RESOURCES**

2
3 For the **2008-2011 school years**, the District and the Association agree that this Agreement
4 incorporates in Article 35, days in addition to the 180 day student calendar, in the following manner:
5

- 6 • For the 2008-2009 school year, eleven (11) TRI (“time, responsibility, and incentive”) (see RCW 28A.400.200(4)) days at per diem rate (6 SELF-directed, 3 SITE-directed, and 1 District-directed, and one Opening Day) plus 2 LID Days.
- 7
8
- 9 • For the 2009-2010 school year, twelve (12) TRI (“time, responsibility, and incentive”) (see RCW 28A.400.200(4)) days at per diem rate (7 SELF-directed, 3 SITE-directed, and 1 District-directed, and one Opening Day) plus 2 LID Days.
- 10
11
- 12 • For the 2010-2011 school year, thirteen (13) TRI (“time, responsibility, and incentive”) (see RCW 28A.400.200(4)) days at per diem rate (8 SELF-directed, 3 SITE-directed, and 1 District-directed, and one Opening Day) plus 2 LID Days.
- 13
14
15

16 **A. TRI (“time, responsibility, and incentive”) Days.**

17 TRI Days are incorporated in this Agreement according to the provisions of RCW 28A.400.200 (4).

18 1. **TRI Days – Number of Days.**

19 The District and the Association agree that each full-time employee shall receive
20 TRI days as described above in addition to her/his basic employment contract.

21 2. **TRI Days – Part-Time Employees.**

22 The parties also agree that each part-time employee shall receive a prorated number of
23 paid TRI Days calculated by multiplying their FTE status times the total number of TRI
24 days in a given year. The parties further agree that each site may use resources at their
25 site to enable part-time employees to participate on a paid basis in all TRI Day activities
26 deemed important by the site through its site-based decision-making process.

27 3. **TRI Days – Manner of Payment.**

28 a. **SELF-Directed TRI Days.**

29 (i) **Initial Selection of Manner of Payment.**

30 Employees eligible for SELF-Directed TRI Days shall initially notify
31 the Human Resources Office by October 1, of whether they choose to
32 be paid for these days on the basis of a supplemental contract, or on a
33 time-sheeted basis.

34 (ii) **Supplemental Contract Payment.**

35 Employees choosing to be paid on the basis of a supplemental
36 contract shall be paid in monthly installments in the same manner as
37 the employee’s basic salary. Employees on this supplemental
38 contract will need to submit to the Human Resources Office by July
39 15 a documentation form titled “SELF-Directed TRI Days
40 Supplemental Contract Documentation of Additional Time
41 Worked” affirming that the time was worked (see Appendix H-2).

1 (iii) **Time-Sheeted Payment.**

2 Employees choosing to be paid on a time-sheeted basis for SELF-
3 Directed TRI Days shall have their compensation added to their
4 monthly paycheck for the earliest possible pay period following
5 their submission to the Payroll Office by July 15 of a verification
6 form titled "SELF-Directed TRI Days Time-Sheet/Verification
7 Form" (see Appendix H-1).

8 (iv) **Automatic Continuation of Manner of Payment.**

9 Once an employee has notified the Human Resources Office of their
10 choice of payment method for SELF-Directed TRI Days, they will
11 continue to be paid in that manner automatically for each subsequent
12 year of employment unless they notify the Human Resources Office
13 otherwise as explained in paragraphs (v) and (vi) below.

14 (v) **Changing from Supplemental Contract to Time-Sheets.**

15 An employee choosing to change their manner of payment from a
16 Supplemental Contract to Time-Sheets shall notify the Human
17 Resources Office in writing (e-mail permitted) by September 1 of
18 the year they wish to make the change.

19 (vi) **Changing from Time-Sheets to Supplemental Contract.**

20 An employee choosing to change their manner of payment from
21 Time-Sheets to a Supplemental Contract shall notify the Human
22 Resources Office in writing (e-mail permitted) by October 1 of the
23 year they wish to make the change.

24 b. **SITE-Directed TRI Days.**

25 Compensation for SITE-Directed TRI Days will be added to an
26 employee's monthly paycheck for the earliest possible pay period
27 following their submission to the Payroll Office by July 15 of either
28 Additional Time Slips or building sign-off sheets.

29 4. **TRI Days – Unused Resources.**

30 If the District determines that resources are available for the next school year,
31 unused TRI Day resources shall be carried over at each site to address site
32 priorities. The District will analyze enrollment data, projections, state and local
33 funding, and then inform sites no later than May 1 as to whether or not these
34 funds can be carried over for the next school year.

35
36 B. **SELF-Directed TRI Days**

37
38 1. **SELF-Directed TRI Days – Number of Days.**

39 Part-time employees shall have a prorated number of SELF-Directed TRI Days.
40
41
42
43
44

1 2. **SELF-Directed TRI Days – Allowable Activities.**

2 Activities allowable for SELF-Directed TRI Days shall include, but not be limited to, the
3 following activities when they take place outside the contracted work-day and work-year.

- 4 a. Attendance at a professional conference dealing with curriculum,
5 instruction, or assessment.
- 6 b. Collegial planning or study groups working with curriculum, instruction,
7 or assessment.
- 8 c. Assessment preparation/development/implementation to be used with
9 students for the purpose of achieving the student learning goals.
- 10 d. Curriculum preparation/development/implementation (all levels, i.e.,
11 district, building, or classroom).
- 12 e. Development/implementation of alternative assessment directed toward
13 state standards.
- 14 f. Development and updating of student Learning Improvement Plans.
- 15 g. Mentoring or peer coaching outside the present mentor program.
- 16 h. Preparation for opening and/or closing of school.
- 17 i. Providing individual help to students
- 18 j. Evaluating student work
- 19 k Improving and maintaining professional skills
- 20 l. Other activities mutually agreed to by the parties, or by the employee and
21 her/his supervisor.

22 3. **SELF-Directed TRI Days – Selection of Activities.**

23 Individual employees shall select from the list in the previous section those activities
24 for which they intend to use their SELF-Directed TRI Days. They will identify these
25 activities as part of the verification process described in the next section.

26 4. **SELF-Directed TRI Days – Verification of Additional Time Worked.**

27 a. **Supplemental Contract.**

28 Employees receiving compensation for SELF-Directed TRI Days in the
29 form of a supplemental contract will need to submit to the Human
30 Resources Office by July 15 a documentation form titled “SELF-Directed
31 TRI Days Supplemental Contract Documentation of Additional Time
32 Worked” affirming that the time was worked (see Appendix H-2). Failure
33 to submit this documentation by July 15 will cause the amount of the
34 supplemental contract to be deducted from the employee’s August
35 paycheck.
36 paycheck.

1 b. **Time-Sheets.**

2 Employees receiving compensation for SELF-Directed TRI Days on a
3 time-sheeted basis will need to submit to the Payroll Office by July 15 a
4 verification form titled "SELF-Directed TRI Days Time-
5 Sheet/Verification Form" affirming that the time was worked (see
6 Appendix H-1).

- 7 c. Both forms shall be available from building secretaries, the Payroll Office
8 or the Human Resources Office, and shall be turned in to the employee's
9 supervisor by no later than July 15 for the preceding school year. SELF-
10 Directed TRI Days must be worked by June 30.

11
12 C. **SITE-Directed TRI Days**

13 1. **SITE-Directed TRI Days -- Number of Days.**

14 Part-time employees shall have a prorated number of SITE-Directed TRI Days.

15 2. **SITE-Directed TRI Days -- Allowable Activities.**

16 Allowable activities for SITE-Directed TRI Days shall include those activities
17 allowed for SELF-Directed TRI Days.

18 3. **SITE-Directed TRI Days -- Selection of Activities.**

19 The utilization of SITE-Directed TRI Days shall be overseen by the site team of
20 each site and used for the purpose of improving teaching and learning consistent
21 with the provisions in Article 1 of this Agreement (Site-Based Decision-Making).

22 4. **SITE-Directed TRI Days -- Verification of Additional Time Worked.**

23 Verification of additional time worked during SITE-Directed TRI Days shall be
24 recorded on either Additional Time slips or building sign-off sheets. These forms
25 shall be available from building secretaries, Payroll Office or the Human
26 Resources Office; and shall be turned in to the employee's supervisor by no later
27 than July 15 for the preceding school year. SITE-Directed TRI Days must be
28 worked by June 30.

29
30 D. **DISTRICT-Directed TRI Days**

31 1. **DISTRICT-Directed TRI Days -- Number of Days.**

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

35 2. **DISTRICT-Directed TRI Days -- Allowable Activities.**

36 Allowable activities for DISTRICT-Directed TRI Days shall include those
37 activities determined by the District.

38 3. **DISTRICT-Directed TRI Days -- Selection of Activities.**

39 The utilization of the DISTRICT-Directed TRI Day shall be for the purpose of
40 improving teaching and learning.

- 1
2 4. **DISTRICT-Directed TRI Days -- Verification of Additional Time Worked.**
3 Verification of additional time worked during DISTRICT-Directed TRI Days
4 shall be done in the same manner as verification of additional time worked during
5 SITE-Directed TRI Days (see Article 35.C.4.).
6

7 E. **Learning Improvement Days.**

8 The District and the Association agree that each full-time employee shall be required to
9 work as part of her/his base contract year any additional Learning Improvement Days
10 specifically funded for that year by the State as provided in Article 25.A. The parties also
11 agree that each part-time employee shall be required to work a prorated number of
12 “Learning Improvement Days” calculated by multiplying their FTE status times that
13 number of additional Learning Improvement Days. The parties further agree that each
14 site may use resources at their site to enable a part-time employee to participate on a paid
15 basis in all activities scheduled during a “Learning Improvement Day” and deemed
16 important at the site level.
17

18 1. **Opening Day -- Activities**

19 Opening Day will be a scheduled work day and members must be at their work
20 sites during their regularly scheduled work hours in order to receive
21 compensation. However, there will be no DISTRICT-directed or SITE-directed
22 activities scheduled on Opening Day. This time is intended to permit staff to
23 prepare for the opening of the school year.
24

25 2. **Learning Improvement Days -- Purpose.**

26 The purpose of learning improvement days, as explained in WAC 392-140-951, is
27 to expand the state-funded school year for certificated instructional staff. These
28 additional days will provide time for teachers, other certificated instructional staff,
29 and administrators to work together to plan, and implement education reforms
30 designed to increase student achievement.
31

32 3. **Learning Improvement Days -- Allowable Activities.**

33 Activities that may be conducted on learning improvement days shall be
34 consistent with district and school plans for improving student learning in
35 accordance with WAC 392-140-957. District and school plans shall delineate
36 how the learning improvement days will be used to assist students in meeting the
37 essential academic learning requirements and help the district or school achieve
38 state and local accountability goals. Plans shall be made available to the public
39 and to others upon request. Activities that may be conducted on learning
40 improvement days include, but are not limited to, the following.

- 41 a. Developing and updating student learning improvement plans.
42 b. Implementing curriculum materials and instructional strategies.
43 c. Providing professional development to implement the selected curricula
44 and instruction.
45

1 E. **Learning Improvement Days** (continued)

- 2
- 3 d. Developing and implementing assessment strategies and training in
- 4 assessment scoring.
- 5 e. Conducting other activities intended to improve student learning for all
- 6 students, including students with diverse needs.
- 7

8 4. **School Learning Improvement Day (LID) Plans.**

9 Schools will develop and submit to the Superintendent (or designee) by June 30 a

10 School LID Plan consisting of Part A: Work Calendar(s) and Part B: Work Plan(s).

11 Sites may submit to the Superintendent a request for additional time, if needed.

12

13 Before developing work calendar(s) and work plan(s) for these days, sites shall

14 identify with staff potential calendar days when they are available to work.

15

16 5. **School LID Plans Part A: Work Calendars.**

17 Each School LID Plan needs to include a work calendar which identifies the

18 Learning Improvement Days (or half-days) for the upcoming school year. If a

19 school chooses to schedule different work calendars, the additional work

20 calendar(s) showing which staff are working on those days also need to be

21 submitted with Part A: Work Calendars.

22

23 Learning Improvement Days, prorated according to each employee's FTE, are to

24 be scheduled at the site level according to the following guidelines in WAC 392-

25 140-955.

26

- 27 a. A learning improvement day is a scheduled work day on a district or
- 28 school calendar.
- 29
- 30 b. The length of a learning improvement day shall not be less than the length
- 31 of a full work day for certificated instructional staff on a school day during
- 32 the school year; provided that two half days may be scheduled in lieu of
- 33 one full learning improvement day if the combined work hours equal the
- 34 number of hours in a full learning improvement day.
- 35
- 36 c. No learning improvement day, or half day, shall be scheduled on a school
- 37 day as defined in WAC 392-121-033.
- 38
- 39 d. A school district may schedule learning improvement days for different
- 40 school buildings or groups of employees on different calendar days.
- 41
- 42 e. Special services staff and/or specialists may want to coordinate Learning
- 43 Improvement Day activities on a job-alike, district-wide basis.
- 44
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1 E. **Learning Improvement Days** (continued)

2
3 6. **School LID Plans Part B: Work Plans.**

4 Each School LID Plan will include activities consistent with the LID “allowable
5 activities” described in Article 35.D.2.

6
7 7. **Learning Improvement Days -- Verification.**

8 School districts receiving funding for learning improvement days shall report
9 annually to the superintendent of public instruction according to the
10 superintendent’s instructions. The report shall show the number of learning
11 improvement days provided by the district and describe the activities on those
12 days.

13
14 F. **Early Release Days.**

15
16 1. The parties agree that during the 2008-2011 school years the District calendar will
17 include three (3) Early Release Days. One of the early release days will be used
18 for district in-service. The other two days will be used according to the site plan
19 at each site.

20
21 2. The parties agree that prior to the adoption of each of the District calendars for the
22 school years covered by this Agreement, including the school year immediately
23 following the expiration of this Agreement, the Article 2 Group will discuss any
24 modifications to Early Release Days that might impact those calendars, including
25 the actual dates of any such Early Release Days. If no modifications are agreed
26 upon, the District's calendars covered by this Agreement will continue to include
27 three (3) Early Release Days.

1 **ARTICLE 36 -- CAREER ENHANCEMENT**

2
3 **A. Credit Reimbursement.**

- 4
5 1. A pool of funds shall be created each year of this Agreement to provide career
6 enhancement/in-service opportunities for bargaining unit members. This pool
7 shall consist of \$45,000 for 2008-2011.
8
9 2. Applications for credit reimbursement are due in the Human Resources Office by
10 September 30 of each year. Reimbursement is for courses ending in the
11 immediately preceding school year (September 1 to August 31). Payment will be
12 made in November. A receipt and copy of the grade/transcript must be attached
13 to the back of the application.
14
15 3. The annual pool shall be fully allocated on a per credit basis not to exceed the
16 employee's expenditures.
17

18 **B. Re-Training Reimbursement.**

19 Employees who are identified by the District to need re-training for new/different work
20 areas within the bargaining unit will be reimbursed for 100% of the District-approved re-
21 training costs up to a \$5,000 maximum per year. Retraining Reimbursement will not be
22 included in the pool amount defined in Part A.
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1 **ARTICLE 37 -- CLASS SIZE AND STAFFING LEVEL ISSUES**
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3 A. The Association and the District recognize the importance of manageable class sizes at
4 all levels, particularly in light of the increasing needs of all students in our classrooms.
5 The two parties further agree that satisfactorily addressing class size and high-impact
6 issues is one of our highest priorities. The Association and the District recognize their
7 shared responsibility and commitment to educate all students, which comprises both male
8 and female students from a broad range of backgrounds and circumstances, including
9 disadvantage students; students with diverse racial, ethnic, or cultural backgrounds;
10 students with disabilities; students with limited English proficiency; migrant children;
11 "at-risk" youth; dropouts; and academically, athletically, and aesthetically talented
12 students.
13

14 B. **Joint District-Association Process for Addressing Class Size and Staffing-Level Issues.**
15

- 16 1. The Association and the District recognize the value of joint discussion of such
17 staffing-related issues as student enrollment, staffing FTE's class sizes, class
18 configurations, high-impact issues, etc. To further this joint discussion, the
19 Article 2 Group, or an ad hoc staffing advisory committee appointed by the
20 Article 2 Group, shall address such issues.
21
- 22 2. The purpose of this process shall be to provide a forum for a dialogue, and
23 opportunity to assist in the development of recommendations, and a locus for
24 resolution of concerns unresolved at the site level.
25
- 26 3. Nothing in this Agreement shall inhibit or diminish the responsibility and
27 authority of the District to make staffing decisions in a timely manner consistent
28 with other contractual provisions, district policies, and/or state or federal statutes
29 or regulation.
30
- 31 4. The Association and the District agree to explore the following concepts as we
32 continue to develop strategies to assist us in addressing the twin concerns of high
33 class sizes compounded by the increasing needs of all students. The two parties
34 agree to publicize in a timely manner other mutually agreeable concepts and
35 strategies.
36
 - 37 a. Flexible solutions--one solution won't fit all situations;
 - 38 b. Site based solutions within district-wide parameters and with district support;
 - 39 c. Teacher options;
 - 40 d. More effective practices; and
 - 41 e. Supplemental resources to meet demonstrated needs.
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- 1 5. The Article 2 Group, or its ad hoc staffing advisory committee, will meet in the
2 spring to discuss student enrollment projections for the following year and
3 identify sites where staffing-level adjustments might become necessary. The
4 Human Resources Director will consult closely with the Association President or
5 her/his designee as decisions are made as how these adjustments can best be
6 made. Adjustments could include staff transfers, expansion of the District's
7 continuing contract commitments, or hiring leave-replacement employees.
8

9 **C. Professional Judgment Resources to Address Class Size and High-Impact Issues.**
10

- 11 1. In a collaborative effort to implement creative problem-solving and to validate the
12 district's intent to commit the financial resources necessary to address class size
13 and high-impact student concerns, the Association and the District agree to create
14 a pool of Professional Judgment resources available to address professional
15 judgment concerns about class size and high-impact issues. These resources are
16 in addition to those the District will budget in order to meet the expenses of
17 elementary and secondary triggers.
18

- 19 2. In order to provide maximum flexibility in meeting staffing and class size needs
20 from year to year, the Association and the District will determine jointly during
21 the annual budget-building process what level of budgeted resources from the
22 professional judgment fund to include in each year's district budget. The parties
23 will further seek to identify each year what portion of the Article 37 funds
24 budgeted that year will be available through the sites or through the Article 2
25 process. If the Article 2 Group cannot agree on these figures, they will resort to
26 the figures contained in the chart in Article 37.C.7.
27

28 3. **Unused Article 37 Funds.**

29 The disposition of unused Article 37 funds at the end of the year will be
30 determined by the Article 2 Group as part of its annual review of contractual
31 resources in order to continually improve both the efficiency of and the value
32 derived from their use (see Art. 2.H). If the Article 2 Group cannot agree on
33 alternative disposition of Article 37 funds, they will be distributed on a per-
34 student basis to sites for site-based priorities.
35

36 4. **Professional Judgment Guidelines.**

37 The two parties adopted on March 22, 2001 through the Article 2 process a set of
38 guidelines describing appropriate (and inappropriate) uses of Professional
39 Judgment Resources. Copies of this document ("Professional Judgment
40 Guidelines") shall be kept by the Association and the Human Resources
41 Administrator, and shall be distributed annually to site administrators and
42 Association building representatives.
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1 5. **Professional Judgment Resources at the Site Level.**

2 In a collaborative effort to encourage creative problem-solving, the District and
3 Association agree that when an employee, in exercising his/her professional
4 judgment, determines that class size or high-impact student issues are negatively
5 impacting the learning process, the employee, building administrator, and/or
6 building representative will seek at the site level creative solutions to those
7 concerns. Such solutions will meet the approval of the classroom teacher and
8 building administrator, and shall include the GQP (Group of Qualified
9 Professionals) process when appropriate. In designing solutions, consideration
10 should be given to other staff who might be affected by the solution. It is
11 incumbent upon all participants in this process to explore a full array of options
12 when seeking solutions. Beginning with the 2002-2003 school year, \$39,500 will
13 be distributed as follows to address professional judgment concerns about class
14 size or high-impact student issues: \$3,900 for each elementary, middle, and high
15 school; and \$500 for Secondary Options. In subsequent years, resources will be
16 allocated to the sites to address professional judgment concerns according to the
17 process described in Article 37.C.2. above.

18
19 6. **Professional Judgment Resources at the Article 2 Level.**

20 The parties agree to create a fund for the Article 2 Group to use to address class
21 size or high-impact concerns. In the event that professional judgment concerns
22 about class size or high-impact issues cannot be resolved or adequately addressed
23 at the site level, a staff person with his/her principal and other involved staff may
24 present her/his need and request to Article 2 for consideration and assistance.
25 Resources may be allocated to the Article 2 Group to address professional
26 judgment concerns according to the process described in Article 37.C.2. above.

27
28 7. **Professional Judgment Resources.**

Professional Judgment Resources in Article 37	2008-2011
1. <u>Site-based</u> "professional judgment" resources for class size & high- impact concerns. (Art. 37.C.5.)	\$39,500

29
30 Note: The figures contained in this chart shall be incorporated in the District's
31 budget for the years shown if the parties are unable to agree each year to
32 alternative figures (see process described in Article 37.C.2. above).
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1 D. **ELEMENTARY CLASS SIZE TRIGGER LEVELS**

2
3 1. **Equitable Class Loads.**

4 The two parties recognize that individual and combined student needs can
5 disproportionately impact the learning environment in a classroom. In order to
6 enhance learning opportunities for all students, the parties agree that every
7 reasonable effort shall be made to distribute class loads in an equitable manner
8 that takes high impact factors into account.

9 2. **Impact Assistant Time.**

10 The District and the Association are committed to work toward class sizes that do
11 not exceed the class size trigger levels shown in the chart below. If a trigger level
12 is exceeded, elementary teachers shall be entitled to three and one-quarter (3-1/4)
13 hours of "impact assistant" time assigned to individual classes that exceed the
14 class size triggers, unless other creative solutions are developed at the site or
15 through the Article 2 Group or its designee.

16 3. **Impact Assistant Time – Flexible Options.**

17 Impact assistant time will be added within ten (10) working days. A substitute
18 impact assistant may, at the teacher's discretion, be hired immediately to provide
19 assistance until the impact assistant can be hired. The teacher and the impact
20 assistant may also design a schedule of hours satisfactory to both parties other
21 than simply the number of hours triggered each day. The number of hours
22 contained in any modified schedule shall not exceed the overall number of hours
23 triggered each trimester unless other resources are made available pursuant to
24 other sections of Article 37.

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

26 If an elementary teacher qualifies for impact assistant time and would like to use
27 those resources in some other manner to address class size issues, he/she may
28 develop a plan with their principal, site team, and/or Association building rep in a
29 manner consistent with their site's site-based decision making procedures and
30 submit it for approval to the Article 2 Group or its designee. The Article 2 Group
31 will decide on an annual basis the cost of a half-time impact assistant for one
32 trimester. This amount shall be available for alternative uses, prorated from the
33 point the trigger level is exceeded.

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

- 35 a. "impact assistant" time;
- 36 b. certificated substitute time to either "release" the teacher from the
37 classroom or to work in a classroom alongside the teacher;
- 38 c. purchase of classroom materials and supplies;
- 39 d. compensation at curriculum rate for the teacher's additional planning time; and
- 40 e. class field trips, etc.
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5. **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 trigger to assign impact time.

6. **Elementary Class Size Trigger Levels.**
[Note: A teacher shall receive triggered resources when her/his class size exceeds the trigger levels contained in the following chart.]

Grade Level	2008-2011
K	23
1	23
2	24
3	25
4	27
5	28
6	28

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

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

3 The two parties recognize that individual and combined student needs can
4 disproportionately impact the learning environment in a classroom. In order to
5 enhance learning opportunities for all students, the parties agree that every
6 reasonable effort shall be made before a semester begins to distribute class loads
7 in an equitable manner that takes high-impact factors into account. Furthermore,
8 every reasonable effort shall be made prior to finalization of the master schedule
9 to strike an effective balance between preserving electives in the schedule and
10 moving toward lower secondary class sizes.

11 2. **Impact Assistant Time.**

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

17 3. **Impact Assistant Time – Flexible Options.**

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

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

26 If a secondary teacher qualifies for impact assistant time and would like to use
27 those resources in some other manner to address class size issues, he/she may
28 develop a plan with their principal, site team, and/or Association building rep in a
29 manner consistent with their site's site-based decision making procedures and
30 submit it for approval to the Article 2 Group or its designee. The cost of this plan
31 shall not exceed \$450 per semester when the total daily load trigger level "A" is
32 exceeded, and an additional \$900 per semester when the total daily load trigger
33 level "B" is exceeded. Triggered resources shall be prorated from the point the
34 trigger level is exceeded and/or prorated by F.T.E., unless other resources are
35 made available pursuant to other sections of Article 37.

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

- 37 a. "impact assistant" time;
- 38 b. certificated substitute time to either "release" the teacher from the classroom
39 or to work in a classroom alongside the teacher;
- 40 c. purchase of classroom materials and supplies;
- 41 d. compensation at curriculum rate for the teacher's additional planning time; and
- 42 e. class field trips, etc.
- 43

1 5. **Secondary Class Size and Total Daily Load Trigger Levels.**

2 [Note: A teacher shall receive triggered resources when her/his class size or total
3 daily load exceeds after the fifth day of a semester the trigger levels contained in
4 the following chart. Total daily loads will be calculated excluding Teacher
5 Assistants or Peer Tutors.]
6

Middle School/High School	Class/Total Daily Load, 2008-2011
<u>Category 1:</u> English, Language Arts, and Block (Language Arts portion)	A – 143 load B -- 145 load
<u>Category 2:</u> Other (Social Studies, Math, Science, Foreign Language, Keyboarding, Block [Social Studies portion], Academic Music, Health, Wellness, Traffic Safety, and other academic classes)	A – 148 load B -- 150 load
<u>Category 3:</u> PE	B -- 190 load
Performance Music (Middle)	B – 70 class
Performance Music (High)	B – 100 class

7
8 6. **Prorating Total Daily Load Trigger Levels (TDLTL).**

9
10 a. The Total Daily Load Trigger Level (TDLTL) for teachers working less
11 than a full day at the secondary level shall be prorated in the following
12 manner:

13 (i) (number of classes taught) divided by (five) multiplied by (TDLTL
14 for those secondary classes) equals (prorated TDLTL).

15
16 b. The Total Daily Load Trigger Level (TDLTL) for teachers teaching
17 classes with different Total Daily Load Trigger Levels shall be prorated in
18 the following manner:

- 19 (i) Twenty-nine (29) students shall be added to the prorated TDLTL
20 for each class with a TDLTL of 145 in Category 1 above.
- 21 (ii) Thirty (30) students shall be added to the prorated TDLTL for each
22 class with a TDLTL of 150 in Category 2 above.
- 23 (iii) Thirty-eight (38) students shall be added to the prorated TDLTL
24 for each class with a TDLTL of 190 in Category 3 above.

25
26 c. A part-time teacher that qualifies under the TDLTL as identified in
27 paragraph #6.a above will receive an amount equal to the appropriate
28 triggered amount multiplied times their FTE.
29
30

1
2 7. **Secondary Class Trigger exceptions**

3 Secondary class triggers shall not apply in instances where the staff and the
4 administration at a site by mutual agreement have arranged through the Article 2
5 Group for a one-year contract waiver to accommodate special variations in the
6 curriculum, instructional methods, daily schedule, or staff organization. Waivers
7 may be requested on an annual basis through the Article 2 Group according to the
8 guidelines contained in Article 1.B.7.
9

10 F. If any teacher initially qualifies for impact assistance and then at a later date within the
11 semester/trimester, the class-size falls below the trigger level, these procedures will be
12 followed:
13

- 14 1. If an impact assistant is hired, the District has the option to relocate/reassign the
15 assistant to another needed area within the school or District.
16
17 2. Any previously purchased materials and supplies will remain with the
18 classroom/school. Any previously booked field trips, etc. will be honored.
19
20 3. If the plan includes compensation at curriculum rate for planning, then:
21
22 a. Elementary staff will turn in time slips for planning equal to 1.25
23 hours times the student days over trigger.
24
25 b. Secondary staff will turn in time slips for planning equal to 2.33 hours
26 per week over trigger.
27
28 4. If a classroom drops below the trigger level during the semester/trimester, the
29 amount will be prorated to reflect the actual time at impact plus five (5) additional
30 impact days (not to exceed the total number of days in trimester/ semester).
31
32

33 G. **Possible Impacts on Class Size Resources.**

34 If the district is faced with a lack of funds due to levy failure, reduction in state funding
35 (either in formula or actual dollars), or other reduction in revenues to the district, the
36 parties agree to meet to discuss the impact of the lack of funds or change in funds. The
37 Association agrees that contractual resources may need to be re-prioritized in the event
38 such an emergency occurs.
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1 **ARTICLE 38 -- ASSISTANCE FOR STAFF WORKING WITH SPECIAL NEEDS STUDENTS**

2
3 **A. Site-Level Special Education Resources.**

- 4
5 1. The parties agree that the use of resources for special education students is best
6 decided at the site. Each site is receiving resources (monies, staff, in-service)
7 from special education sources to assist staff with the implementation of program
8 for special education students. These resources shall include the following
9 amounts allocated to each site for each special education student enrolled at that
10 site based upon the April count of the previous year:

11 2008-2011 \$75 per special education student

- 12
13 2. Each year, the District and the Association will jointly communicate the amount
14 of resources available per site as of November 1 of that year. The use of these
15 resources will be determined by the special education staff in collaboration with
16 the building/site administrator.

- 17
18 3. Uses of Site-Level Special Education Resources shall include, but not be limited
19 to, any of the following:

- 20 a. Fund impact time for specific student need that would be unmet otherwise.
21 b. Pay for materials to meet teacher and student needs.
22 c. Release time for special education teachers to monitor their paper flow.
23 d. Release time for special education teachers to transition new students to
24 their site.
25 e. Fund training to support student needs.
26 f. Half-day substitute as needed for staff planning and GQP or IEP meetings.
27 g. Other ideas as designed by the site to meet student and staff needs.
28

29 **B. Site-Level Special Education Committees.**

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

- 37 1. flexibility of their site model;
38 2. an appropriate continuum of options, which may include, but not be limited to, an
39 autism program, a behavior disorder program, or a behavior disorder room;
40 3. effective collaboration between special education and general education staff; and
41 4. overall best practices and program effectiveness.
42

1 C. Site-Level Collaboration Funds.

2 Collaboration funds will be allocated to each site from district resources. These funds
3 shall be used to create collaborative relationships between general and special educators
4 to enhance programs for Special Education students. Each site shall receive collaboration
5 funds as follows:

6 2008-2011: \$50,000 annually to be used by the sites (P-12) and distributed
7 on a per special education student FTE, based upon the April
8 count of the previous year.
9

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

- 11 1. Pay for extended meetings outside the contracted day, including GQP (Group of
12 Qualified Professionals) and IEP (Individual Education Plan) meetings.
- 13 2. Pay for time during the summer for specialists, general educators, and special
14 education staff to plan programs for special needs students.
- 15 3. Release time as needed for collaboration between special education and general
16 education employees.
- 17 4. Pay for site-specific training.
- 18 5. Pay for teams of teachers and para-educators to meet to design and implement
19 plans.
- 20 6. Other options which promote collaboration among staff members.

21 D. **Program Development.**

- 22 1. Program development, including IEP and GQP processes and procedures, will be
23 developed at each site in alignment with Board policy, state and federal laws, and
24 the collective bargaining agreement.
25
- 26 2. Program development shall occur in alignment with the collective bargaining
27 agreement, including the amount of special education dollars per special
28 education student going to each building (38.A.); the options available to each site
29 for resource use (38.A.3.); and the amount of Collaboration Funds at each site and
30 the possible uses for these resources (38.C.).
31
32

33 E. **Placement Considerations.**

34 The Association and the District agree that great care needs to be given to the placement
35 process when assigning special needs students to classes. Placement decisions by the IEP
36 process shall consider student needs, teacher and classroom factors, and the resources
37 available for support of accommodations. If a teacher has concerns about the
38 appropriateness of a special education student's IEP, including the placement and/or level
39 of services being provided and/or whether the student is benefiting from her/his IEP, the
40 teacher should bring this concern to the IEP team.
41
42

1 F. **Professional Judgment.**

2 Any teacher who determines, in his/her professional judgment, that high-impact student
3 issues are negatively impacting the learning process, may utilize the process identified in
4 Article 37, Section C. This provision extends the eligibility for Professional Judgment
5 resources to special education employees and to general education employees working
6 with special education students.
7

8 G. **District-Association Information-Sharing.**

9 The two parties recognize the value of working together to identify our special needs-
10 related successes and to identify program areas needing improvement. The District will
11 share with the Association leadership the results of any special education self-studies and
12 any state-directed monitors that take place during the term of this Agreement. The
13 District will also brief the Association leadership on any changes in federal and state
14 special education rules and regulations that take effect during the term of this Agreement.
15 The District will also share this information with bargaining unit members through site-
16 based meetings. The Association will also share with the District any information it
17 gathers regarding special education-related issues.
18

19 H. **Specialists Caseload.**

20 1. **Speech and Language Pathologists.**

21 The maximum caseload for a full time (1.0 FTE) speech and language pathologist
22 (SLP) will not exceed a District average of 50 students per FTE. Each
23 Educational Assistant (6 hr.) that is assigned to the SLP program shall count as
24 .15 FTE when calculating caseload average (part-time EA hours shall be prorated
25 into the formula).

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

- 27 a. the number of sites assigned
- 28 b. students' qualifying disabilities
- 29 c. direct therapy time determined by the IEP
- 30 d. availability and use of Educational Assistants
- 31 e. the number of assessments and IEPs
- 32 f. assignment to the pre-school assessment team

33 The SLP team will determine sites, program coverage, and the best use of Educational
34 Assistants, subject to the approval of the Special Services Director/designee.

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

38 When the District average number of IEP students exceeds fifty (50) for more than ten
39 (10) consecutive days, relief will be provided at the rate of \$500 per trimester (prorated
40 to reflect the actual time of the overload) for each SLP per FTE. Such payment will be
41 made in a lump sum at the first pay period following the end of the trimester.
42
43

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

2 The maximum caseload for a full-time (1.0 FTE) Occupational Therapist or Physical
3 Therapist (OT/PT) will not exceed a District average of 45 students per FTE. Each
4 Educational Assistant (6 hr.) that is assigned to the OT program shall count as .15 FTE
5 when calculating caseload average (part-time EA hours shall be prorated into the
6 formula). Each fulltime COTA (Certified Occupational Therapist Assistant) that is
7 assigned to the OT program shall count as .5 FTE when calculating caseload average
8 (part time COTA hours shall be prorated into the formula).

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

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

16 The OT/PT team will meet to determine sites, program coverage, and the best use of
17 Educational Assistants subject to the approval of the Special Services Director/designee.

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

21 When the District average number of IEP students exceeds forty-five (45) for
22 more than ten (10) consecutive days, relief will be provided at the rate of \$500 per
23 trimester (prorated to reflect the actual time of the overload) for each OT and PT
24 per FTE. Such payment will be made in a lump sum at the first pay period
25 following the end of the trimester.

26 3. **Birth to Three Program.**

27 The District and the Association acknowledge and agree that the District has no
28 obligation to fund and deliver a Birth to Three program for the Tumwater School
29 District. However, when such a program is funded and delivered it shall be in
30 accordance with the following contract provisions:

31 The maximum caseload will consist of seventeen (17) IEP students per full-time Early
32 Intervention Teacher. To be considered for caseload calculations the student must
33 receive direct services (via the IEP) by the Early Intervention teacher. In calculating
34 caseload, each additional 6 hour increment of Educational Assistant time provided shall
35 reduce the caseload number by one (1). When the number of students assigned exceeds
36 seventeen (17) for more than ten (10) consecutive days, relief will be \$450 per trimester
37 (prorated to reflect the actual time of overload). Such payments will be made in a lump
38 sum at the first pay period following the end of the trimester.

39 When the number of IEP students assigned exceeds eighteen (18) for more than ten
40 (10) consecutive days, relief will be an additional \$225.00 for each student per trimester
41 (prorated to reflect the actual time of overload). Such payment will be made in a lump
42 sum at the first pay period following the end of the trimester.

1 4. **Pre-School Program.**

2 Planning time for the Tumwater Pre-school program shall be scheduled for each
3 Friday of the month.

4 The maximum caseload will consist of seventeen (17) IEP students per full-time
5 Pre-School teacher.

6 Each Pre-School teacher shall receive 6 hours of Educational Assistant time.

7 In calculating caseload, each additional 6 hour increment of Educational Assistant
8 time provided shall reduce the caseload number by one (1).

9 When the number of students assigned exceeds seventeen (17) for more than ten
10 (10) consecutive days, relief will be provided at the rate of \$500 per trimester
11 (prorated to reflect the actual time of overload). Such payment will be made in a
12 lump sum at the first pay period following the end of the trimester.

13 When the number of students assigned exceeds eighteen (18) for more than ten
14 (10) consecutive days, relief will be provided at the rate of an additional \$250 for
15 each student per trimester (prorated to reflect the actual time of overload). Such
16 payment will be made in a lump sum at the first pay period following the end of
17 the trimester.

18 5. **Elementary Special Education Teachers.**

19 The maximum average caseload per site for each elementary Special Education
20 instructor shall be twenty-seven (27) students per full-time certificated teacher. In
21 calculating caseloads, each 6 hour increment of Special Education Program
22 Assistant time allotted to the site shall count as a .15 certificated instructor (part
23 time EA hours shall be prorated into the formula). When the number of students
24 exceeds twenty-seven (27) for more than ten (10) consecutive days, relief shall be
25 provided at the rate of \$500 per trimester (prorated to reflect the actual time of
26 overload) for each Special Education FTE at the site. Such payment will be made
27 in a lump sum at the first pay period following the end of the trimester/semester.

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

- 29 a. student's qualifying disabilities
- 30 b. direct therapy/instructional time defined in the IEP
- 31 c. grade levels of students
- 32 d. availability and use of Educational Assistants

33 Each site's Special Education team will collaborate to determine program
34 coverage and the best use of Educational Assistants, subject to the approval of the
35 building/site administrator.

1 6. **Secondary Special Education Teachers.**

2 The maximum average caseload per site for each secondary Special Education
3 instructor shall be twenty-seven (27) students per full-time certificated teacher.
4 In calculating caseloads, each 6 hour increment of Special Education Program
5 Assistant time allotted to the site shall count as a .15 certificated instructor (part
6 time EA hours shall be prorated into the formula). The number of students
7 exceeds twenty-seven (27) for more than ten (10) consecutive days, relief shall be
8 provided at the rate of \$750 per semester (prorated to reflect the actual time of
9 overload) for each Special Education FTE at the site. Such payment will be made
10 in a lump sum at the first pay period following the end of the semester.

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

- 12 a. students' qualifying disabilities
- 13 b. direct therapy/instructional time defined in the IEP
- 14 c. grade levels of students
- 15 d. availability and use of Educational Assistants

16 Each site's Special Education team will collaborate to determine program
17 coverage and the best use of Educational Assistants, subject to the
18 approval of the building/site administrator.

19 7. **School Psychologist**

20 The maximum caseload for a full time (1.0 FTE) school psychologist will not
21 exceed a District average of 1100 FTE students in assigned buildings. Factors
22 used in determining caseloads include but are not limited to:

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

27
28 The psychology team will determine sites and program coverage subject to the
29 approval of the Special Services Director/designee.

30
31 Caseload reviews may be requested on a trimester/semester basis. In the event of
32 inequitable caseload sizes among school psychologists, the team shall work
33 together to make adjustments as necessary.

1 **8. Emotionally/Behavior Disorder**

2 The maximum caseload for each Emotionally/Behaviorally Disordered elementary
3 Special Education instructor shall be 10 students per full-time certificated teacher.
4 Each special education teacher shall receive a minimum of six (6) hours of para-
5 educator time. In calculating caseloads, each 6 hour increment of Special Education
6 Program Assistant time allotted to the site shall count as a .15 certificated instructor
7 (part time EA hours shall be prorated into the formula).

8 When the number of students exceeds 10 for more than ten (10) consecutive days,
9 relief shall be provided at the rate of \$500 per trimester (prorated to reflect the actual
10 time of overload) for each Special Education FTE at the site. Such payment will be
11 made in a lump sum at the first pay period following the end of the trimester.

12 **9. Elementary Developmentally Delayed (DD) Self-contained classrooms.**

13 The maximum caseload for each elementary DD Special Education instructor shall be
14 10 students per full-time certificated teacher. Each DD special education teacher
15 shall receive six (6) hours of para-educator time. In calculating caseloads, each 6 hour
16 increment of Special Education Program Assistant time allotted to the site shall count
17 as a .15 certificated instructor (part time EA hours shall be prorated into the formula).

18 When the number of students exceeds 10 for more than ten (10) consecutive days,
19 relief shall be provided at the rate of \$500 per trimester (prorated to reflect the actual
20 time of overload) for each Special Education FTE at the site. Such payment will be
21 made in a lump sum at the first pay period following the end of the trimester. In
22 calculating caseloads, each 6 hour increment of Special Education Program Assistant
23 time allotted to the site shall count as a .15 certificated instructor (part time EA hours
24 shall be prorated into the formula).

25 **I. Special Education Facilities and Supplies.**

26 The District understands that adequate facilities must be provided in order for the staff to
27 meet the IEP requirements of their students. When staff members believe that inadequate
28 space exists, they will first attempt to find a solution at the building level. If a solution
29 cannot be determined, the issue will be brought to Article 2 for discussion and resolution.
30 Each OT, PT, Special Education teacher, SLP, and School Psychologist will be provided
31 a workspace in each building that will include:

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

38 **J. Special Education Itinerant Schedules.**

39 The District recognizes that staff members are guaranteed planning time and a thirty (30)
40 minute duty free lunch period. The District and certificated staff members will work
41 together to create a schedule that provides for adequate transition time between buildings,
42 a daily planning time, and a regularly scheduled thirty (30) minute duty free lunch.
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1 **ARTICLE 39 -- BUILDING HANDBOOKS**

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

1 **ARTICLE 40 -- REDUCTION IN FORCE**

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

11
12 The procedure shall apply equally to all certificated employees of the District except the chief
13 administrative officer (Superintendent) and those employees excluded from the Association
14 bargaining unit by law, except that the District may choose to put back on the seniority list a
15 provisional administrator. Any provisional administrator placed on the seniority list shall be
16 placed there under the following provisions:

- 17
18 A. Only seniority earned while a teacher in Washington State shall count toward placement.
19
20 B. Said placement shall take place before April 15th of any year.
21
22 C. The employee shall immediately become a member of the Association and/or begin
23 paying the agency shop fee to the Association as of July 1st.

24 In the event other policies, rules or regulations of this District are found to be in conflict
25 with this procedure, this procedure shall be controlling. This shall not prevent other
26 bargaining units from bargaining similar procedures, as provided by law, except that in
27 no way shall any agreement lessen or modify the protections under this section.
28

29 **Part 1** -- The District shall implement the following procedure:

30
31 A. **Budget and Budget Information.**

32 Before May 1, the Superintendent shall report to the Board and the Association identical
33 facts, figures and other material in order to determine the amount of projected revenue for
34 the coming fiscal period.
35

36 B. **Additional Revenues.**

37 The Superintendent, with counsel from the Association, shall seek out, contact, apply for
38 and negotiate for financial assistance from all known reasonable sources, and shall
39 furnish the Board and Association reports of such efforts.
40

41 The following provisions shall be considered minimum standards to consider in
42 establishing the number of certificated positions available to operate the instructional
43 program:
44
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46

- 1 1. The lowest possible student-teacher ratio will be maintained as a matter of
2 primary importance to the education of students.
- 3 2. All cash reserves will be planned for use, excepting only those required by law.
- 4 3. When revenues are categorical and depend upon actual expenditures rather than
5 budgeted amounts, every effort shall be made to maintain these programs to the
6 limit of the categorical support; i.e., vocational education, special education,
7 transportation, etc.
- 8 4. Capabilities will be maintained to provide legally required reports and processes,
9 instructional leadership, as well as to provide for health and safety of students and
10 staff.

11
12 Any additional revenue which shall become available to the District at any time during
13 the ensuing school year shall be used in accordance with the standards contained in this
14 subsection. Should the use of said revenue allow the District to employ additional
15 certificated staff, said staff shall be employed from the employment pool established in
16 Part 2 of this section.

17
18 **Part 2** -- In the event that after application of Part 1 above, it is determined that the necessity exists to
19 effect a reduction in staff for the ensuing fiscal year, the following procedures will be utilized.

20 A. **Staffing Requirements.**

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

23 B. **Qualification for Seniority List.**

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

28 C. **Longevity Seniority Defined.**

- 29 1. Longevity seniority is defined as the number of years of contracted service one
30 has accrued according to the Longevity Seniority Baseline (Item C.4.) The
31 Seniority List shall be based on the expected time accrued by August 31 of each
32 Contract year.
- 33 2. Contracted service includes the following:
 - 34 a. time worked under a continuing contract, including time spent in
35 provisional or probationary status
 - 36 b. time worked under a leave-replacement contract
 - 37 c. time spent on paid leave
 - 38 d. time worked as a certificated substitute
- 39 3. Contracted service does not include the following:
 - 40 a. time spent on unpaid leave

1 4. **Longevity Seniority Baseline.**

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

5
6 D. **Longevity Seniority Criteria Applied.**

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

- 9 1. Certificated staff members shall be ranked as to total longevity seniority as a
10 certificated employee in Washington State.
- 11 2. In the event that ties exist after the application of D.1 above, those certificated
12 staff members shall be ranked as to total longevity seniority as certificated
13 employees in the District.
- 14 3. In the event that ties still exist after the application of D.2 above, those
15 certificated staff members shall be ranked as to total education credits beyond the
16 BA as computed by the District in accordance with placement on the salary scale,
17 as of October 1, of the then current school year.
- 18 4. In the event ties continue to exist, the final selection shall be made by a
19 disinterested third party.
- 20 5. The president of the Association for the year during which this procedure shall be
21 implemented shall for the purposes of seniority be placed ahead of the most senior
22 certificated employee in the District.

23
24 E. **Ranking Order (Seniority).**

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

30
31 F. **Appeals.**

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

1 G. **Staff Selection.**

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

- 5 1. The District shall allow all employees who so choose, upon written application, a
6 leave of absence for the ensuing school year provided such leave request is
7 submitted prior to May 1. Further, any certificated employee taking such leave
8 shall be re-employed at the end of the ensuing school year at the same or
9 comparable position and/or level with no loss of rights, benefits or seniority.
10 Should revenue not be available to reemploy said individual at the end of the
11 ensuing year and implementation of this policy is again necessary, this staff
12 reduction procedure shall be applied to those individuals previously on leave in
13 accordance with its application to all other staff members.
- 14 2. Staff selection shall be made from the list in strict descending order from highest
15 to lowest listing on the basis of criteria listed in subsection B and subsection C
16 above.
- 17 3. A copy of the proposed list for retention and furlough/layoff shall be delivered to
18 the Association and original delivered to the Board not later than May 15.
- 19 4. The District shall, when assignments are made outside an employee's major area,
20 provide such opportunity for retraining, recertification, and/or orientation to the
21 new duties as may be appropriate and as may be supported within the available
22 revenues. In any event, the annual evaluations of employees so assigned shall
23 bear the notation that the assignment upon which they are then being evaluated is
24 an emergency assignment outside of their major area.
25

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

27 Those individuals not selected for retention shall be recommended for placement on
28 furlough/layoff status.
29

30 I. **Recall Procedure.**

- 31 1. All certificated employees who are on furlough/laid off status shall be placed in
32 an employment pool for recall. Employment pool personnel shall keep the
33 District Personnel Office advised of their current addresses. Employment pool
34 personnel shall be given the opportunity to fill open positions for which they are
35 qualified in subsection A above. If more than one (1) such employee is qualified
36 for an open position, the criteria set forth in subsection C shall be applied to
37 determine who shall be offered such position.
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- 1 2. Any additional revenue that shall become available to the District at any time
2 shall be used in a manner consistent with the guidelines and procedures specified
3 in Part 1, and any resultant certificated employment opportunities shall be filled
4 by recall of employees covered by this Agreement. When a vacancy occurs for
5 which any person in the employment pool qualifies, notification from the school
6 district to such individual will be by certified or registered mail. Such individual
7 shall have fourteen (14) calendar days from receipt of the letter to accept the
8 position. If any individual in the employment pool fails to accept a full-time
9 position for which the employee is eligible or fails to receive the employment
10 notice because the District was not kept up to date of the individual's address,
11 pursuant to this procedure, such individual shall be dropped from the recall list.
- 12 3. At the end of the school year in which any instructional program pursuant to Part 1.C
13 is to be implemented, the certificated staff members remaining in the employment
14 pool shall be offered contracts for available certificated positions for which they are
15 qualified as per Part 2.B. In the event there are not sufficient positions to offer
16 contracts to all employment pool personnel, the employment pool shall be
17 reestablished. The District shall exhaust the recall pool before it hires any additional
18 certificated staff for positions covered by this Agreement. The District shall draw its
19 substitutes from the recall pool to the extent they are available and qualified.

20
21 **J. Application to Law.**

22 No provision of this policy shall be construed as an abrogation of the rights of any
23 certificated employee, pursuant to RCW 28A.405 nor an abrogation of any of the
24 District's or the Association's responsibilities under state law.
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1 **ARTICLE 41 -- BUILDING SUPPLY AND EQUIPMENT BUDGETS, ROOM REPAIRS,**
2 **AND ELEMENTARY ALLOTMENTS**

3
4 **A. Building Supply and Equipment Budgets.**

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

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

21 **B. Room Repairs.**

22 All employees shall be given the opportunity to express in writing their needs for room
23 repairs for the following school year by using district's Custodial/Maintenance/Grounds
24 Work Request form.
25

26 **C. Elementary Allotment for Teaching Supplies/Materials.**

27 Each full-time elementary instructor covered by this Agreement shall be reimbursed
28 annually up to one hundred dollars (\$100.00) for teaching supplies/materials. Part-time
29 instructors shall receive reimbursement prorated to their FTE level.
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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.) \$150 per 1.0 FTE elementary teacher \$100 per 1.0 FTE secondary teacher
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

1 **ARTICLE 42 -- CREDIT FOR CLASSES**

2
3 **A. Course and/or College Credit Approval.**

4 Application for all courses and/or college credit to be applied to the salary schedule must
5 have prior approval by the building supervisor and then be forwarded to the District
6 Office.
7

8 **B. Credit Criteria for Advancement on Salary Schedule.**

9 College credits of a 400 level or above will be approved for advancement on the salary
10 schedule. In-service credits, college courses below 400 level and/or those credits earned
11 at a community college or vocational school after September 1, 1995, must meet at least
12 one of the following conditions:

- 13 1. It is consistent with a school-based plan for mastery of student learning goals as
14 referenced in RCW 28A.655.110, the annual school performance report for the
15 school in which the individual is assigned.
- 16 2. It pertains to the individual's current assignment or expected assignment for the
17 following school year.
- 18 3. It is necessary for obtaining endorsement as prescribed by the Washington
19 professional educator standards board.
- 20 4. It is specifically required for obtaining advanced levels of certification.
- 21 5. It is included in a college or university degree program that pertains to the
22 individuals current assignment or potential future assignment as a certificated
23 instructional staff; or
- 24 6. It addresses research-based assessment and instructional strategies for students
25 with dyslexia, dysgraphia, and language disabilities when addressing learning
26 goal one under RCW 28A.150.210, as applicable and appropriate for individual
27 certificated instructional staff.
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1 **ARTICLE 43 -- CO-CURRICULAR PROGRAM**

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3 A. **Philosophy.**

4 The Association and the District share the belief that co-curricular activities play a
5 valuable role in our students' overall education.
6

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

8 The Association and the District agree to jointly establish job descriptions and
9 compensation schedules for those co-curricular positions jointly determined to lie within
10 the bargaining unit represented by the Tumwater Education Association.
11

12 C. **Grandparenting of Compensation Schedule.**

13 The parties agree to implement during the 1996-97 school year the Co-Curricular
14 Committee's 1996 recommendations regarding compensation schedules for these
15 positions. Those positions that will experience a loss of compensation as a result shall be
16 grandparented at their present level until the start of the 1997-98 school year.
17

18 D. **Grandparenting of Job Descriptions.**

19 The parties agree to implement during the 1997-98 school year the Co-Curricular
20 Committee's 1996 recommendations regarding job descriptions for these positions.
21

22 E. **Article 2 Involvement.**

23 The parties agree that any problems or conflicts caused by implementing these
24 recommended changes in job descriptions and compensation schedules shall be referred
25 by mutual agreement to the Article 2 Group for problem-solving and possible letter of
26 agreement.
27

28 F. **Creating, Terminating, and Evaluating Co-Curricular Positions.**

29 A description of the annual process for creating new co-curricular positions and
30 terminating current positions, as well as evaluating and renewing or non-renewing co-
31 curricular position-holders, can be found in Article 6, Sections B, E, and F.
32

33 G. **Co-Curricular Compensation.**

34
35 1. **Co-Curricular Compensation Schedule.**

36 Co-curricular stipends are paid in the same manner as one's salary -- prorated
37 over the twelve (12) months of the district's fiscal year. The amount of each co-
38 curricular position's stipend is determined by multiplying its stipend percentage
39 in the Co-Curricular Compensation Schedule times the Co-Curricular Base
40 Salary. (Refer to Appendix B-1 for the current co-curricular compensation
41 schedule.)
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1 2. **Co-Curricular Base Salary.**

2 For each year of this Agreement, the Co-Curricular Base Salary will increase by
3 the same percentage as the Cost-of-Living-Adjustment (COLA) determined that
4 year by the state.

5 a. **2008-09** The Co-Curricular Base Salary will be \$30,183.

6 b. **2009-2010 and 2010-2011.** The Co-Curricular Base Salary will be
7 increased by the same percentage as the Cost-of-Living-Adjustment
8 (COLA) determined that year by the state.

9
10 H. **Co-Curricular Job Descriptions.**

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

13
14 I. **Annual Review of Co-Curricular Stipends.**

15 All co-curricular stipends will be reviewed annually.

16
17 J. **Elementary Activity Stipends.**

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

23
24 1. For **2008-2011**, six (6) elementary stipends will be available at each elementary
25 school to pay for time spent on activities outside the regular work assignment.

1 **ARTICLE 44 -- DURATION OF AGREEMENT**

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This Agreement shall be effective upon ratification by the Association and the District, and shall continue in effect until the 31st day of August, 2011. The Agreement shall be reopened at any time upon mutual agreement of the parties.

The intent of either party to negotiate a successor agreement shall be made known by March 1, 2011 but not later than April 15, 2011.

Tumwater School District

Tumwater Education Association

Date

Date

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SALARY AND INCREMENTS

The LEAP schedule, incorporating any changes that occur to it legislatively, shall be the District’s salary schedule, and the base salary shall be consistent with statute. 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.

If the District is notified of non-compliance in salary or fringe benefits, the parties will meet to negotiate a solution within ten (10) work days of said notice. Bargaining unit employees shall be liable for only the portion of non-compliance that they create as a result of this settlement.

**2008-2009 CERTIFICATED SALARY SCHEDULE
182 DAYS**

	01	02	03	04	05	06	07	08	09
YRS	BA	BA+15	BA+30	BA+45	BA+90	* BA+135	MA	MA+45	MA+90 or PHD
0	34,426	35,356	36,319	37,285	40,383	42,378	41,274	44,372	46,369
1	34,889	35,832	36,808	37,816	40,946	42,931	41,733	44,863	46,847
2	35,331	36,283	37,269	38,354	41,476	43,481	42,195	45,316	47,321
3	35,786	36,747	37,743	38,864	41,979	44,033	42,632	45,746	47,801
4	36,232	37,235	38,238	39,397	42,531	44,599	43,091	46,225	48,295
5	36,693	37,701	38,713	39,937	43,059	45,169	43,558	46,681	48,791
6	37,167	38,153	39,200	40,484	43,591	45,713	44,036	47,144	49,264
7	37,999	39,000	40,061	41,415	44,568	46,748	44,932	48,084	50,265
8	39,218	40,273	41,359	42,825	46,021	48,281	46,341	49,538	51,797
9		41,591	42,731	44,250	47,521	49,858	47,765	51,038	53,374
10			44,120	45,749	49,063	51,478	49,265	52,580	54,993
11				47,291	50,677	53,141	50,807	54,194	56,656
12				48,784	52,335	54,872	52,410	55,851	58,389
13					54,034	56,646	54,069	57,550	60,162
14					55,740	58,486	55,778	59,368	62,003
15					57,191	60,008	57,227	60,911	63,615
16					58,334	61,207	58,372	62,129	64,887

For credits earned after the BA, but before the MA:
Any credits in excess of 45 may be counted after the MA degree.

*** Credits must have been earned prior to January 1, 1992, to be placed in this column.**

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COMPENSATION SCHEDULE				
CO-CURRICULAR ASSIGNMENTS				
TUMWATER SCHOOL DISTRICT - BARGAINED TEA SALARIES				
2008-2009				
ACADEMIC SCHEDULE				
ACTIVITY		PERCENTAGE	BASE	SALARY
H.S. Annual		12	30,183	3,622
H.S. Band Director		12	30,183	3,622
H.S. Choral Director		12	30,183	3,622
H.S. Debate		12	30,183	3,622
H.S. DECA		6	30,183	1,811
H.S. Drama		15	30,183	4,527
H.S. FBLA		6	30,183	1,811
H.S. Literary Magazine Editor (THS)		4	30,183	1,207
H.S. Marching Band		14	30,183	4,226
H.S. Competitive Marching Band		15	30,183	4,527
H.S. Newspaper		12	30,183	3,622
H.S. Orchestra		3	30,183	905
H.S. Pep Band		2	30,183	604
H.S. Tutor		6.5	30,183	1,962
H.S. TV/Video Productions (BHHS)		8	30,183	2,415
M.S. Activities Coordinator Assistant		9	30,183	2,716
M.S. Annual/Yearbook		4	30,183	1,207
M.S. Band Director		6	30,183	1,811
M.S. Choral Director		4	30,183	1,207
M.S. Drama		4	30,183	1,207
M.S. Homesteaders		4	30,183	1,207
M.S. Ensemble		2	30,183	604
M.S. Orchestra Director		3	30,183	905
Traffic Safety		6	30,183	1,811
Experience Step		2	3	4
Experience	0 - 3	4 - 6	7 - 9	10 +
Percentage	Base	+ .5%	+ 1.0%	+ 1.5%
Experience Increment	0	151	302	453

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ACTIVITY		PERCENTAGE	BASE	SALARY
Activities Director	0-2 yrs	30	30,183	9,055
	3-4 yrs	34	30,183	10,262
	5+ yrs	38	30,183	11,470
Athletic Director	0-2 yrs	34	30,183	10,262
	3-4 yrs	38	30,183	11,470
	5+ yrs	42	30,183	12,677
CISPUS Coordinator		6	30,183	1,811
CISPUS Teacher-Outdoor Ed		1.6	30,183	483
Class Advisor:				
Freshman/Sophomore		2	30,183	604
Junior		6	30,183	1,811
Senior		8	30,183	2,415
Counselors/Psychologists/Ed Specialist		9	30,183	2,716
Department Heads:				
Program Leader or Program Manager (double stipend if individual holds both positions)				
	1 - 4 Staff	5	30,183	1,509
	5 - 8	5.5	30,183	1,660
	9 +	6	30,183	1,811
High Schools are directed to continue to process department chair expectations				
Elementary Stipends (6 per site)		1.4	30,183	423
Health Services Coordinator		11	30,183	3,320
10% for 1-4; 11% for 5-8; 12% for 9+				
Mentor Coordinator - District		12	30,183	3,622
Mentor Teacher				950
Mentee Teacher				240
Music Coordinator - District		12	30,183	3,622
Secondary Prep (Per Semester)				525
Split Classroom-Elementary				2,500
Summer School Coordinator-Secondary		13.252	30,183	4,000
Summer School Coordinator-Elementary		12	30,183	3,622
Summer School Instructors-Certificated Positions:				
K-8 Level, 2 weeks, 90 minutes per day				515.00
K-8 Level, 4 weeks, 90 minutes per day				1,030.00
High School Level, 5 weeks, 150 min. day				1,716.50
Teacher in Industry (\$100 per day, maximum 5 days)				100.00
TWEC or Secondary Options Head Teacher		35	30,183	10,564

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ADDITIONAL DAYS/TIME:				
Enrichment Instructor	15			
Health Services Coordinator	20			
School Nurse	10			
Couns/Psy/Ed Spec/Social Worker	10			
Occupation/Physical Therapist	5			
Speech/Lang Pathologist	5			
Elementary Media Specialist	5			
MS Media Specialist	5			
HS Media Specialist	10			
Voc Ed/Marketing	10			
Elementary Music/Instrumental	Curriculum rate per hour for actual performance time, plus one additional hour of planning time for each performance.			
SLCC (Student Learning Coordination Council) Representation: one high school, one middle school, two elementary per CAAT Team and one TEA representative.	Curriculum rate per hour for time worked outside the contracted day.			
CAAT (Curriculum Alignment and Assessment Team(s)) Equal representation from each site.	Curriculum rate per hour for time worked outside the contracted day.			

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GRIEVANCE FORM (A)

5 COMPLAINT BY THE AGGRIEVED (Grievance Step 1): After informal discussions with the
6 immediate supervisor, this form may be completed and transmitted to the immediate supervisor
7 within 20 work-days of knowledge of the act or condition which is the basis of the grievance.
8

9 TYPE OR PRINT:

11 Date Grievance Form (A) Presented to Immediate Supervisor: _____

12 Grievant: _____ Building/Site: _____

13 Involved Principal/Supervisor: _____

14 Association Representative: _____

15 Statement of Grievance Facts: _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

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27 Action or Remedy Requested: _____

28 _____

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33 _____

34 Signature of Grievant: _____ Date: _____

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GRIEVANCE FORM (B)

DECISION OF PRINCIPAL OR IMMEDIATE SUPERVISOR (Grievance Step 1): This form shall be completed by school principal or immediate supervisor and provided to the grievant and the Association within two (2) work-days after the formal meeting with the grievant.

10 TYPE OR PRINT:

11 Date of Formal Meeting Regarding Grievance: _____

12 Grievant: _____ Building/Site: _____

13 Involved Principal/Supervisor: _____

14 Association Representative: _____

15 Decision of Principal/Supervisor, and Reasons Therefore (Reasons may be attached in written form in lieu of completing this section) _____

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23 Signature of Principal or Immediate Supervisor: _____

24 Date of Decision: _____

25
26
27 **GRIEVANT'S RESPONSE (Grievance Step 2):** To be completed and transmitted to Principal or Immediate Supervisor, or Superintendent/designee, within five (5) work-days after receipt of decision.

- 30 I accept the above decision.
- 31
- 32 I am not satisfied with this decision, and hereby appeal it to the Superintendent/designee.
- 33
- 34 I have received no written decision within five (5) work-days of formally presenting my grievance to my immediate supervisor, and hereby refer my grievance to the Superintendent/designee.
- 35
- 36
- 37

38 Signature of Grievant: _____ Date: _____

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GRIEVANCE FORM (C)

DECISION OF SUPERINTENDENT/DESIGNEE (Grievance Step 2): This form shall be provided by the Superintendent/designee to the grievant and the Association within four (4) work-days of the grievance hearing by the Superintendent/designee.

TYPE OR PRINT:

Date of Receipt by Superintendent/designee of Appeal or Referral: _____

Date of Grievance Hearing by Superintendent/designee: _____

Grievant: _____ Building/Site: _____

Involved Supervisor or Administrator: _____

Association Representative: _____

Decision of Superintendent/designee, and Reasons Therefore (Reasons may be attached in written form in lieu of completing this section): _____

Signature of Superintendent/designee: _____

Date of Decision: _____

GRIEVANT'S RESPONSE (Grievance Step 3): To be completed and transmitted to the Superintendent/designee within five (5) work-days after receipt of decision.

I accept the above decision.

I am not satisfied with this decision, and hereby request a hearing by the Board of Directors.

I have received no written decision within five (5) work-days of formally presenting my grievance to the Superintendent/designee, and hereby refer my grievance to the Board of Directors.

Signature of Grievant: _____ Date: _____

2 **GRIEVANCE FORM (D)**

3
4 DECISION OF SCHOOL BOARD OF DIRECTORS (Grievance Step 3): This form shall be provided
5 by the Board of Directors to the grievant and the Association within five (5) work-days after the
6 grievance hearing by the Board of Directors.

7
8 TYPE OR PRINT:

9
10 Date of Receipt by Superintendent/designee of Hearing Request: _____

11 Date of Grievance Hearing by Board of Directors: _____

12 Grievant: _____ Building/Site: _____

13 Involved Supervisor or Administrator: _____

14 Association Representative: _____

15 Decision of Board of Directors, and Reasons Therefore (Reasons may be attached in written form in lieu
16 of completing this section): _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 Signature of Chairperson of Board of Directors: _____

23 Date of Decision: _____

24 _____

25 _____

26 **GRIEVANT'S RESPONSE (Grievance Step 4):** To be completed and transmitted to the Association and
27 the Superintendent/designee within five (5) work-days after receipt of decision.

28
29 I accept the above decision.

30
31 I am not satisfied with this decision, and hereby request that the Association move this grievance to
32 arbitration.

33
34 I have received no written decision within five (5) work-days of formally presenting my grievance to
35 the Board of Directors, and hereby request that the Association move this grievance to arbitration.

36
37 Signature of Grievant: _____ Date: _____

38 _____

39 _____

40 _____

41 _____

2 **GRIEVANCE FORM (E)**

3
4 DETERMINATION REGARDING BINDING ARBITRATION (Grievance Step 4): This form shall be
5 provided by the Association to the Superintendent and Board of Directors within twenty (20) work-
6 days after receipt by the Association of the arbitration request.

7
8 TYPE OR PRINT:

9
10 Date of Receipt of Arbitration Request: _____

11 Grievant: _____ Building/Site: _____

12 Association President: _____

13
14 DETERMINATION BY ASSOCIATION:

15
16
17 The Association, through its designated bodies, has determined that this grievance is not meritorious
18 and/or that submitting it to arbitration is not in the best interests of the school system.

19
20 The Association, through its designated bodies, has determined that this grievance is meritorious and
21 that submitting it to arbitration is in the best interests of the school system. The grievance
22 therefore is hereby submitted to the Superintendent for arbitration.

23
24 Signature of Association President: _____

25 Date of Decision: _____

26
27
28 SELECTION OF THE ARBITRATOR (Grievance Step 4): To be completed by the Superintendent and
29 Association President after receipt by the Superintendent of the arbitration request.

30
31 The parties have agreed upon and selected _____
32 (Name of Arbitrator Selected)
33 as the arbitrator to whom the appended grievance is hereby submitted.

34
35 Signature of Superintendent: _____

36 Signature of Association President: _____

37 Date of Selection: _____

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GRIEVANCE FORM (F)

4

5 COMPLAINT BY THE ASSOCIATION (Grievance Step 2): This form may be completed and
6 transmitted by the Association directly to the Superintendent within 20 work-days of knowledge
7 of the act or condition which is the basis of the grievance, if in the Association's judgment, the
8 grievance affects a group of teachers or the Association, or is with a District-level administrator.

9

10 TYPE OR PRINT:

11

12 Date Grievance Form (F) Presented to Superintendent: _____

13 Grievant: Tumwater Education Association Building/Site: _____

14 Involved Principal or Administrator: _____

15 Association Representative: _____

16 Statement of Grievance Facts: _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 Action or Remedy Requested: _____

28 _____

29 _____

30 _____

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34 _____

35 Signature of TEA Rep: _____ Date: _____

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1 APPENDIX D-1
2 2008-09 Calendar

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2 **PROFESSIONAL GROWTH OPPORTUNITY**

3 VERIFICATION FORM

4 Certificated Staff Member/Teacher: _____

5 Supervisor/Building Principal: _____

6 Building/Site: _____

7 Professional Goals: _____

8 _____

9 _____

10 _____

11 Self-evaluation instrument(s) used for this PGO: _____

12 _____

13 _____

14 _____

15 Type of data received: _____

16 _____

17 _____

18 _____

19 Goals to be considered for next year: _____

20 _____

21 _____

22 _____

23 Verification: _____ completed the PGO for _____ school year.

24 Teacher's Signature: _____ Date: _____

25

26 30-Minute Observation Date: _____ This is to report that the above-

27 named certificated employee is qualified for short-form evaluation as defined in RCW 28A.405.100

28 (5) and has chosen to be evaluated. This is also to certify that the required evaluation has occurred.

29 It is my judgment that, based upon adopted criteria, this teacher's overall performance has been

30 (check one) Satisfactory Unsatisfactory during the evaluation period

31

32 Supervisor's Signature: _____ Date: _____

33 _____

34 **DISTRIBUTION:** Original to District Office (Attention: Human Resources Office)

35 One photocopy provided to Employee

36 One photocopy provided to Evaluator

1 APPENDIX E-3
2 PGO Worksheet

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CERTIFICATED EVALUATION -- LONG FORM

4

5 Name: _____ Location: _____

6 Assignment: _____

7 This evaluation is based in whole or in part upon observation for the purpose of evaluation which
8 occurred on the following dates: _____. Each of the seven (7)
9 criteria is to be considered in context of the indicators. Criteria are to be considered independently.

10

CRITERIA

11

(refer to Appendix E-4)

12

13 1. Professional preparation and scholarship: _____

14 _____

15 _____

16 2. Knowledge of subject matter: _____

17 _____

18 _____

19 3. Instructional skill: _____

20 _____

21 _____

22 4. Classroom Management: _____

23 _____

24 _____

25 5. Handling of student discipline and attendant problems: _____

26 _____

27 _____

28 6. Interest in teaching pupils: _____

29 _____

30 _____

31 7. Effort toward improvement when needed: _____

32 _____

33 _____

34

35

36

39

2 EVALUATOR’S CHECKLIST:

3 YES NO

4 1. The class size is in accordance with this Contract. (Article 34)

5 2. The availability of supplies and equipment are sufficient for the educational program
6 being presented. (Article 37)

7 3. The preparation time for the certificated employee is in accordance with this Contract.
8 (Article 20)

9 4. The administrative support level, when dealing with student disciplinary action, is in
10 accordance with this Contract. (Article 29)

11

12 It is my judgment, based upon adopted criteria, that this teacher’s overall performance has been
13 (CHECK ONE) *Satisfactory* *Unsatisfactory* during the evaluation period.

14

15 The certificated employee’s signature indicates that the evaluatee has read and discussed the evaluation in a
16 conference with the evaluator. The evaluatee has the exclusive right of addendum; if such a statement is to be
17 attached, check here .

18

19 Other comments:

20

21

22

23

24

25 Date of Evaluation Conference: _____

26 Teacher’s Signature: _____

27 Supervisor’s Signature: _____ Position: _____

28

29

30 *DISTRIBUTION: Original to District Office (Attention: Human Resources Office)*
31 *One photocopy provided to Employee*
32 *One photocopy provided to Evaluator*

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2
3 **MINIMUM CRITERIA FOR THE**
4 **EVALUATION OF CERTIFICATED CLASSROOM TEACHERS**
5

6 Below are listed the seven teacher evaluative criteria which school districts will be required to use as a
7 minimum basis for evaluating the performance of their certificated teachers.
8

9 Criterion 1. **INSTRUCTIONAL SKILL.** The certificated classroom teacher demonstrates, in his or
10 her performance, a competent level of knowledge and skill in designing and conducting an
11 instructional experience.

12 Possible

13 Indicators: The evaluation procedure assesses such teacher abilities and practices as :

- 14 1.1 identifying the learning needs of individual pupils;
15 1.2 establishing learning objectives/outcomes consistent with individual pupil learning
16 needs and with district learning objectives and goals;
17 1.3 planning and developing a variety of instructional experiences appropriate to
18 specified learning objectives/outcomes;
19 1.4 conducting/implementing the instructional plan/experience;
20 1.5 using the principles of learning to facilitate the learning of objectives;
21 1.6 assessing pupil's learning and achievement of outcomes and using the resultant
22 data in the design of future instructional experiences;
23 1.7 identifying and implementing local school district goals, objectives and policies
24 which affect/influence instructional decisions, curricular outcomes, and school and
25 classroom procedures, etc.

26 Criterion 2: **CLASSROOM MANAGEMENT.** The certificated classroom teacher demonstrates, in
27 her performance, a competent level of knowledge and skill in organizing the physical and
28 human elements in the educational setting.

29 Possible

30 Indicators: The evaluation procedure assesses such teacher abilities and practices as:

- 31 2.1 selective/creating and using curricular/instructional materials and media
32 appropriate to the pupil(s), subject matter, and the outcome/objective to be
33 achieved;
34 2.2 organizing the physical setting so that it contributes to learning.
35 2.3 identifying and appropriately using instructional resources available throughout the
36 school district and the community.
37 2.4 organizing individual, small group, or large group teaming experiences as
38 appropriate to the pupil(s), subject matter, and outcomes desired.
39 2.5 providing a classroom climate conducive to student learning.
40
41
42
43

1 APPENDIX E-4 (continued)

2
3 Criterion 3: PROFESSIONAL PREPARATION AND SCHOLARSHIP. The certificated classroom
4 teacher exhibits, in his or her performance, evidence of having a theoretical background
5 and knowledge of the principles and methods of teaching, and a commitment to education
6 as a profession.

7 Possible

8 Indicators: The evaluation procedure assesses the teacher's demonstrated knowledge of and ability to:

9 3.1 use instructional strategies/methods appropriate to the pupil(s), subject matter(s)
10 taught, and learning outcomes designed;

11 3.2 relate/use the principles and methods of teaching theory (learning, motivation,
12 development, personality) as a basis for the design of learning experiences;

13 3.3 specify educational philosophy underlying one's instructional decisions;

14 3.4 implement statutes and rules/regulations which have implications for the
15 professional's practice, subject matter specialization, school policy.

16
17 Criterion 4: EFFORT TOWARD IMPROVEMENT WHEN NEEDED. The certificated classroom
18 teacher demonstrates an awareness of his or her limitations and strengths, and
19 demonstrates continued professional growth.

20 Possible

21 Indicators: The evaluation procedure assesses the teacher's commitment to and participation in:

22 4.1 inservice and career development activities sponsored by the district, educational
23 service district, and professional organizations;

24 4.2 continuing education and training initiated and selected by the individual;

25 4.3 follow-through and response to recommendations included in periodic and annual
26 personnel observations.

27 Criterion 5: HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS. The
28 certificated classroom teacher demonstrates the ability to manage the non-instructional,
29 human dynamics in the educational setting.

30 Possible

31 Indicators: The evaluation procedure considers such teacher abilities and practices as:

32 5.1 recognizing conditions which may lead to disciplinary problems;

33 5.2 establishing clear parameters for student "in-classroom" conduct and making
34 known these expectations;

35 5.3 developing appropriate strategies for preventing disciplinary problems;

36 5.4 responding appropriately to disciplinary problems when they do occur;

37 5.5 resolving discipline problems in accordance with law, school board policy and
38 administrative regulations and policies;

39 5.6 assisting students toward self-discipline and acceptable standards of student
40 behavior.

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1 APPENDIX E-4 (continued)

2
3 Criterion 6: INTEREST IN TEACHING PUPILS. The certificated classroom teacher demonstrates an
4 understanding of an commitment to each pupil, taking into account each individual's
5 unique background and characteristics. The certificated classroom teacher demonstrates
6 enthusiasm for or enjoyment in working with pupils.

7 Possible

8 Indicators: The evaluation procedure assess the extent to which the teacher:

9 6.1 recognizes characteristics of each student;

10 6.2 uses knowledge of individual student(s) to design learning experiences and to
11 facilitate learning.

12 Criterion 7: KNOWLEDGE OF SUBJECT MATTER. The certificated classroom teacher
13 demonstrates a depth and breath of knowledge of theory and content in general education
14 and subject matter specialization (s) appropriate to the elementary and/or secondary
15 level(s).

16 Possible

17 Indicators: The evaluation procedure assesses the teacher's knowledge of the subject(s) he/she is
18 required to teach and will consider the:

19 7.1 depth of knowledge if the subject matter area(s);

20 7.2 extent to which the teacher keeps abreast of new developments, ideas, and events
21 in the subject matter area(s);

22 7.3 enthusiasm and interest of the teacher in the subject(s) taught as reflected the in the
23 teacher's continuing professional development;

24 7.4 relationship between one's subject matter field and other disciplines/subjects;

25 7.5 breadth of knowledge in general education/liberal arts or pursuit of such
26 knowledge.

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3 **MINIMUM CRITERIA FOR THE**
4 **EVALUATION OF CERTIFICATED SUPPORT PERSONNEL**
5

6 Below are listed the five criteria which school districts will be required to use as a minimum basis for
7 evaluating the performance of the certificated support personnel serving in their district.
8

9 Criterion 1: **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each certificated support
10 person demonstrates a depth and breadth of knowledge of theory and content in the special
11 field. He/she demonstrates an understanding of and knowledge about common school
12 education and the educational milieu grades K-12, and demonstrates the ability to
13 integrate the area of specialty into the total school milieu.
14

15 Criterion 2: **SPECIALIZED SKILLS.** Each certificated support person demonstrates in his/her
16 performance a competent level of skill and knowledge in designing and conducting
17 specialized programs of prevention, instruction, remediation and evaluation.
18

19 Criterion 3: **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each
20 certificated support person demonstrates an acceptable level of performance in managing
21 and organizing the special materials, equipment and environment essential to the
22 specialized programs.
23

24 Criterion 4: **THE SUPPORT PERSON AS A PROFESSIONAL.** Each certificated support person
25 demonstrates awareness of his/her limitations and strengths and demonstrates continued
26 professional growth.
27

28 Criterion 5: **INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL**
29 **PERSONNEL.** Each certificated support person demonstrates an acceptable level of
30 performance in offering specialized assistance in identifying those needing specialized
31 programs.
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2 CERTIFICATED EVALUATION -- SHORT FORM

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4 Name: _____ Location: _____

5
6 Teaching Assignment: _____
7 (Specify if less than full-time.)

8 Observation Date(s): _____

9
10 Observation Summary: _____

11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26 Teacher's Signature: _____ Date: _____

27 Supervisor's Signature: _____ Position: _____

28 This is to report that the above-named certificated employee is qualified for short-form evaluation as
29 defined in RCW 28A.405.100 (5) and has chosen to be evaluated. This is also to certify that the required
30 evaluation has occurred.

31



32
33 *DISTRIBUTION: Original to District Office (Attention: Human Resources Office)*
34 *One photocopy provided to Employee*
35 *One photocopy provided to Evaluator*
36

2 **TUMWATER SCHOOL DISTRICT NO. 33**
3 **LEAVE OF ABSENCE APPLICATION**

4 Employee Name: _____

5 Date: _____ Position: _____

6 Building/work location: _____

7 Type of leave requested: Medical Family illness Personal Other

8 →Note: FMLA (Family Medical Leave Act) is determined by Human Resources

9 Please state reason for leave request: _____

10 _____

11 Date(s) of proposed leave: →First work day missed: _____

12 →First day back at work: _____

13

14 Will sick leave be used? YES NO How many days? _____

- 15 • Leave of Absence using sick leave: If using more than 5 consecutive sick leave days, you must attach a
- 16 doctor's statement of illness to this form. A doctor's release may be required prior to return to work.

17 How many unpaid days? _____

18

19

20 _____

Employee signature

21 ←.....→

22

23 Action needed for replacement: _____

24 Building Action: (Please check one) Approved Denied Date: _____

25

26 Doctor's Note attached? Yes No

27 _____

Building Principal or Supervisor signature

28 ←.....→

29

NOTE: Forward the completed form to the Human Resources Office

30

31 District Office Action: (Please check one) Approved Denied Date: _____

32 School Board Action: (Please check one) Approved Denied Date: _____

33 Modified (Explain): _____

34

35 _____

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38 _____

Human Resources District Administrator

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5 **TUMWATER SCHOOL DISTRICT NO. 33**

6
7 **MENTOR TEACHER APPLICATION**

8
9
10
11 Date _____

12
13 Name _____

14
15 School _____

16
17 I have read the program regulations and the mentor criteria and meet and/or exceed the suggested
18 mentor qualifications.

19
20 The following is additional information that may be of value regarding my application:

21
22 _____
23
24 _____
25
26 _____
27
28 _____
29
30 _____
31
32 _____
33
34 _____
35
36 _____

37
38
39 Applicant's Signature _____

40
41
42
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44 Effective 9/1987

1 APPENDIX H-1
2 SELF-Directed TRI Days Time-Sheet/Verification Form

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4 Note: This NCR form is available from building secretaries, payroll office or human resources office.
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2
3 **SELF-DIRECTED TRI DAYS**
4 **SUPPLEMENTAL CONTRACT DOCUMENTATION**
5 **OF ADDITIONAL TIME WORKED**
6

7
8 I, _____, verify that I have fulfilled the conditions of the SELF-
9 Directed Professional Days performed beyond the contracted basic education work year and work day, all in
10 accordance with the Collective Bargaining Agreement between the Tumwater School District and the
11 Tumwater Education Association.
12

13 Please check all that apply to the work performed:

- 14 _____ Attendance at a professional conference dealing with curriculum, instruction, or assessment.
- 15 _____ Collegial planning or study groups working with curriculum, instruction, or assessment.
- 16 _____ Assessment preparation/development/implementation to be used with students for the purpose
- 17 _____ of achieving the student learning goals.
- 18 _____ Curriculum preparation/development/implementation (all levels, i.e., district, building, or
- 19 _____ classroom).
- 20 _____ Development/implementation of alternative assessment directed toward state standards.
- 21 _____ Development and updating of student Learning Improvement Plans.
- 22 _____ Mentoring or peer coaching outside the present mentor program.
- 23 _____ Preparation for opening and/or closing of school.
- 24 _____ Other activities mutually agreed to by the parties, or by the employee and her/his supervisor.

25
26
27 _____
28 Employee Signature

_____ Date

29
30
31 _____
32 Principal/Supervisor Signature

_____ Date

33
34
35 **NOTE:**
36 **THIS VERIFICATION MUST BE TURNED IN TO THE HUMAN RESOURCES OFFICE BY**
37 **JULY 15 OR YOUR CONTRACT AMOUNT WILL BE DEDUCTED FROM YOUR AUGUST**
38 **PAYCHECK.**
39

2
3
4 **Cashout of Unused Illness, Injury, and Emergency Leave**

5
6 Pursuant to Article 26.A.5., employees shall be able to “cash out” unused sick leave as provided in
7 applicable state laws and regulations.

8
9 Such laws and regulations, as of September, 2001, state the following:

10
11 Consistent with RCW 28A.400.210, RCW 28A.400.220, and WAC 392-136, and to the extent authorized
12 by said law, employees may cash in unused sick leave days above an actual accumulation of sixty (60)
13 days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days
14 payable in February.

15
16 The employee's illness, injury, or emergency leave accumulation shall be reduced four (4) days for each
17 day compensated. No employee may receive compensation for illness, injury, or emergency leave
18 accumulated in excess of one (1) day per month, a maximum of twelve (12) days per year, and/or one
19 hundred eighty (180) days.

20
21 At the time of separation from school district employment due to retirement* or death, upon written
22 request, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1)
23 day's current monetary compensation of the employee for each four (4) full days accrued sick leave for
24 illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations
25 adopted now or as hereafter amended.

26
27 * For the purposes of this provision, retirement shall be defined as when an employee is eligible
28 to receive benefits under Washington State Teacher's Retirement (WSTRS) or Public
29 Employees Retirement System (PERS).

2
3 **VIDEO/AUDIO RECORDING REQUEST FORM**

4 **Note:** This form shall be completed and submitted to the designated parties below before any
5 video/audio recording can be conducted in the classroom or work area of certificated employees
6 of Tumwater School District. Use the back if you need more space. Thank you!

7
8 **1. PARTY MAKING REQUEST:** _____

9 District employee (SELF) Other District employee IEP team

10
11 **2. SITE:** _____ **DATE:** _____

12 **3. DESCRIPTION OF REQUESTED VIDEO/AUDIO RECORDING** (include WHEN, WHERE, and
13 INDIVIDUALS/ACTIVITIES to be recorded):

14 _____
15 _____

16 **4. PURPOSE OF REQUESTED VIDEO/AUDIO RECORDING:**

17 _____
18 _____

19 **5. WHO WILL HAVE ACCESS TO THE RESULTING VIDEO/AUDIO RECORDING:**

20 _____
21 _____

22 **6. EXPECTED DURATION OF RECORDINGS, AND PLAN FOR STORING THEM** (include
23 person responsible for their storage, and the location):

24 _____
25 _____

26 **ADMINISTRATOR ACTION:** Request APPROVED Request DENIED

27 If denied, explain reason(s) here: _____

28
29 (Signature) _____ (Date) _____

30 **EMPLOYEE ACTION:** I AGREE to be present I DO NOT AGREE to be present

31 I request to be notified in advance of any "viewings."
32

33 (Signature) _____ (Date) _____

34 **[NOTE:** Employee must be provided a minimum notice of five (5) work-days to consult with TEA President.]
35

36 **DISTRIBUTION:** Requesting Party Administrator Employee Case Manager TEA President