

The Collective Bargaining Agreement

between

TUKWILA SCHOOL DISTRICT, NO. 406



and

TUKWILA EDUCATION ASSOCIATION  
Certificated Staff

September 1, 2019- August 31, 2022

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## **Article 1 - Recognition and Administration of the Agreement**

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### **1.1 Preamble**

This Agreement is between the Tukwila School District Board of Directors, hereinafter referred to as "the District," and the Tukwila Education Association—Certificated Non-Supervisory Professionals (Certs), which is part of the Washington Education Association (WEA) and the National Education Association (NEA) hereinafter referred to as "the Association," and referred to collectively as "The Parties."

### **1.2 Recognition**

1.2.1 The District recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel who hold valid contracts with the District; who are employed by the District on a daily, hourly, or flat rate basis; or who are on leave by Board action, but not currently under contract. Such representation shall exclude Superintendent, Directors, Principals, Assistant Principals, Athletic Director, Program Coordinators, classified staff (ESPs), substitutes except as provided below and consultants employed to assist with specific projects on a part-time basis. The term "employee" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the bargaining unit as above defined.

#### 1.2.2 Substitute Certificated Employees

a. Substitute certificated employees employed by the Tukwila School District for more than thirty (30) days of work during any twelve (12) calendar-month period ending in the current or immediately preceding school year and who continue to be available for employment as substitute teachers are included in the appropriate bargaining unit for which the Tukwila Education Association is recognized as the exclusive bargaining representative. Such represented substitutes shall remain within the bargaining unit until a 12 calendar-month period passes in which the employee has not been employed for at least 30 cumulative days. [It is administratively necessary to look at employment records for the current school year and the previous two [2] school years to be able to determine who has become a represented substitute and whether that employee continues to be a represented substitute.] Such substitute employees shall be paid the rate designated by Article 6 Section 14

b. Substitute certificated employees employed by Tukwila School District for more than twenty (20) days of continuous service during the current school year, in the same assignment, are included in the bargaining unit and will be placed on the salary schedule on the twenty-first consecutive day of continuous service and retroactive to their first day of employment at their appropriate credit and experience levels. Such employees must furnish the District with official college transcripts and verification of experience. Use of earned sick leave during the twenty (20) qualifying days does not invalidate the substitute's progress toward qualifying for payment pursuant to the salary schedule.

c. Substitute certificated employees in paragraph a and paragraph b above shall receive only the benefits listed in the following provisions of this agreement:

<b>Article 1</b>	<b>Section 2</b>	<b>Recognition</b>
<b>Article 3</b>	<b>Section 1</b> <b>Section 3</b> <b>Section 4</b> <b>Section 5</b> <b>Section 6</b> <b>Section 7</b> <b>Section 11</b> <b>Section 13</b> <b>Section 14.1</b> <b>Section 14.2</b> <b>Section 15</b> <b>Section 16</b> <b>Section 18</b>	<b>Non-Discrimination</b> <b>Employee Responsibilities (Long Term Subs Only)</b> <b>Controversial Topics</b> <b>Personnel Files</b> <b>Teacher Protection</b> <b>Student Discipline</b> <b>Work Day</b> <b>Classroom Visitation</b> <b>Inclement Weather</b> <b>Weapons and Dangerous Devices</b> <b>Substitutes Covering Classes (15.1,2,3 only)</b> <b>Workload (1,2,3 only)</b> <b>Grievance Procedure</b>
<b>Article 6</b>	<b>Section 1</b> <b>Section 2</b> <b>Section 6</b> <b>Section 8</b> <b>Section 9</b> <b>Section 10</b> <b>Section 14</b>	<b>Compensation (1.2.3 only)</b> <b>Placement on Salary Schedule (1,2,3 only)</b> <b>Extra-Curricular Activities</b> <b>Travel</b> <b>Payroll Deductions</b> <b>Payment Provisions</b> <b>Substitute Pay</b>

d. Prior to the first assignment, a substitute will be notified that once representation criteria are met, they will be invited to authorize dues to be deducted from their paycheck in accordance with this agreement.

#### 1.2.3 Association Membership Dues and Assessment:

The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the TEA, WEA and NEA. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction for and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving an authorization, the District will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

All employees who choose to be members shall pay Association membership dues and assessments each year of employment, either by payroll deduction or a lump sum.

Employees who choose not to use the payroll deductions will pay dues and assessment, in a lump sum in cash by September 15 of each year of employment, or the prorated amount within ten (10) days of employment if hired after the September pay period. On or before August 15 of each school year, the



Association shall give written notice to the District of the dollar amount of dues and assessments of the Association and its affiliates, including the NEA and the WEA, which dues are to be deducted in the coming year under payroll deduction. The total for these deductions shall not be subject to increase by the Association during the school year.

Based upon the established annual rate, beginning with the September pay period, a deduction shall be made from each monthly pay warrant in equal amounts as authorized by the employee for: dues and assessments. These deductions will continue through the pay period, and shall each year be deducted according to the annual rate for that year from each monthly warrant so authorized.

Employees who begin work after the September pay period shall have either a dues and assessment deducted from each monthly pay warrant as authorized by the employee, based upon a prorated share of the balance remaining from the current annual rate for said employment and shall continue at the established annual rate in the following years. Each month the District will send directly to the WEA all monies deducted from certificated personnel warrants, for dues and assessments accompanied by a list of names and contact information of those employees from whose warrants the deductions have been made.

The Association agrees to reimburse any employee who pays an amount in excess of the rate required for dues and assessments equivalent to that received in overpayment, provided that the Association or its affiliates actually received the excess amount.

The District shall deduct dues in the amount specified by the Association from the pay of substitute employees for who authorization forms have been submitted. The District shall remit all dues deducted on behalf of substitutes to the Association on the first working day of each month. For June, the fees shall be paid to the Association on or before June 30 of the current contract year.

The Association agrees to indemnify and save the District harmless against any liability costs, and attorney fees that may arise by reason of any action taken by the District to comply with these provisions.

### **1.3 Status of Agreement**

The language of this Agreement shall supersede language in any rules, regulations, policies, or resolutions of the District that is contrary to or inconsistent with its terms.

### **1.4 Implementation of Contract Changes**

Changes bargained in this Agreement will not be implemented until ratified by both parties unless there is mutual agreement to do otherwise.

### **1.5 Compliance of Agreement**

All individual regular employee contracts shall be consistent with the terms and conditions of this Agreement or are subject to amendment and adjustment to conform with the immediate successor Agreement.

## **1.6 Conformity to Law**

If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is so held to be contrary to law, the parties may commence negotiations on said provision as soon thereafter as is reasonably possible.

## **1.7 Distribution of Agreement**

The District will publish a current copy of the agreement on the District's website and provide thirty (30) copies to the Association. The District will notify employees of how to find the electronic copy of the current Agreement within thirty (30) days of the start of a new school year and within thirty (30) days of any agreed changes to the Agreement.

## **1.8 No Strike/No Lock-out**

The Association agrees that during the term of this Agreement, it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it will not lock-out its Employees.

## **1.9 Letters of Agreement**

Letters of agreement are not included within the Agreement. However, the Parties agree that such letters of agreement may be grieved under the grievance procedure of the collective bargaining agreement, except that they shall not be covered by binding arbitration. Any disputes after exhaustion of the grievance procedure shall be subject to the mediation process if agreed to by both parties.

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## **Article 2 - Rights and Responsibilities**

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### **2.1 Management Rights**

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the District's direction and control.

## **2.2 Association Rights and Responsibilities:**

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights.

- 2.2.1. Access - Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or assigned duties. It is the responsibility of the abovementioned Association representative to follow the established sign-in procedures prior to contacting members in individual buildings.
- 2.2.2 Equipment and Facilities Use - The Association may use school equipment normally available to employees, provided that such equipment shall not be removed from school property, or use of the equipment does not interfere with District operations. The use shall be internal Association business. Materials produced on school equipment shall be limited to internal Association communications. Expendable supplies in connection with such equipment use, will be furnished or paid for by the Association.

School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with normal school operations. The Association will give prior notice for any such activity or property use. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental for the use of School District facilities and equipment.

The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

- 2.2.3. Membership Communication - Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not defaming to any individual or group.

The Association may post notices of activities and matters of Association concern on designated teacher bulletin boards, one of which shall be provided in each faculty lounge: Provided, that such notices are labeled as Association materials and contain the name of the authorizing Association official and are not defaming to any individual or group.

- 2.2.4. Access to New Employees – The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at

another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

The District will provide the Association with the new employee's name, position and worksite within three working days of the employee's hire date. For the purpose of this section, a hire date means the date a new

employee signs their contract with the District.

2.2.5. Availability of Information - The District agrees to furnish to the Association, in response to reasonable requests, all information that is public record. By October 1 of each school year, the District will provide the Association with a list of employees within the bargaining unit. The list will include all employee names, worksites, position, contractual status, FTE, and step on the salary schedule.

2.2.6. Benefit Fair – If the District holds or co-sponsors an annual benefit fair with multiple participants, the Association will be given notice at the same time as other invitees and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

2.2.7. Representatives - Those duly authorized by the Association may participate during work hours in negotiations, grievance proceedings, conferences, or meetings with representatives of the District without loss of pay.

### **2.3 Labor Management Meetings**

In order to facilitate positive employee relations, the District and the Association will conduct labor-management meetings at least once per month or as additionally needed by mutual agreement. If the meetings are held during the employee's work day, there will be no deduction of leave time or reduction of pay.

### **2.4 Sexual Harassment**

The District will develop and maintain sexual harassment guidelines in accordance with state and federal laws. No employee shall suffer reprisals for sexual harassment claims made in good faith under this policy. The sexual harassment policy of the District will be published on the District's website.

### **2.5 Suspension During Strike**

In the event of a strike, demonstration, slow-down, or picketing against the District the above rights (Section 2.2) shall be suspended for the duration of such activities.

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## **Article 3 - Personnel**

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### **3.1 Non-Discrimination**

There shall be no unlawful discrimination against an employee or applicant for employment because of race, creed, religion, color, marital status, sex, sexual orientation, disability, age, national origin, sensory mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, or veteran or military status.

### **3.2 Due Process/Discipline**

3.2.1 The District and Association support the principle that issues and concerns should always be dealt with first at the level closest to the individuals involved and in a timely manner. In an attempt to

resolve problems at the lowest level, principals, when appropriate, shall encourage parties making a complaint to discuss the issue(s) surrounding their complaint with the employee(s) involved.

If a parent, student, other employee or third party complaint is made, the District will inform the employee, of the nature of the complaint so that the employee has the opportunity to respond with their explanation. The District may attempt to arrange a conference with the complainant, the employee, and the administrator to resolve the complaint. Such complaint must be brought to the employee's attention within ten (10) days of the District receiving the complaint (or being allowed to inform the employee of the complaint)

3.2.2 Just Cause - No employee shall be disciplined or discharged without just cause. The District will follow a policy of progressive discipline, pursuant to which the penalty imposed - whether verbal warning, written reprimand, suspension without pay, or discharge - will be in keeping with the seriousness of the offense.

a. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing within ten (10) working days of the disciplinary action and placed in the employee's personnel file.

b. Any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates the action. Letters of direction are not disciplinary in nature and will be placed in an employee's working file. The Association will be sent a copy of the letter of direction at the same time it is issued to the employee. Upon request, letters of direction will be removed from the employee's working file two (2) years after the issuance of the letter.

c. An employee shall be advised that they have the right to have present a representative of the Association during any disciplinary action excluding informal warnings, criticism or suggestions for improvement which independently do not form basis for formal action. When a request from the employee is made, no action shall be taken with respect to the employee, until such representative of the Association is present or until two - (2) days have passed after such request. These two (2) days may be extended for up to seven (7) additional calendar days if the Association needs a non-employee representative to be present and makes such request within the initial two (2) days.

3.2.3 It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this agreement, except that, all discharge, non-renewals or adverse effect of employees shall be subject to appropriate statutes.

3.2.4 Administrative Leave - An employee may be temporarily removed from their regular assignment pending an investigation into alleged misconduct in accordance with the following:

This action shall not be considered disciplinary and shall be on administrative leave with full pay and benefits. The employee will be offered Association representation at the time the employee is placed on administrative leave. The Association will provide the District with a list of authorized representatives.

This action shall only be taken in situations when the employee's continued presence in the workplace could threaten or endanger children, self or others, disrupt the educational or work environment, or interfere with an investigation. The District will, at the time the employee is temporarily removed from their regular assignment, provide the Association President the specific reason(s) that warrant, in the District's opinion, why administrative leave is necessary.

The District will begin the investigation as quickly as possible and engage sufficient investigatory resources to complete investigations in a timely manner. The District will, on an agreed to basis, provide the Association with weekly updates on the status of the investigation.

### **3.3 Employee Responsibilities**

The Employee shall care for instructional materials and equipment and shall promptly report damage, loss, and theft of equipment, furniture or fixtures to their supervisor.

The following WAC is applicable: WAC 180-44-010- Responsibilities related to instruction.

3.3.1 It shall be the responsibility of the employee to follow the prescribed courses of study and to enforce the rules and regulations of the School District, the State Superintendent of Public Instruction and the State Board of Education, maintaining and rendering the appropriate records and reports.

3.3.2 Employees shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into consideration individual differences among pupils: Provided that all pupils shall receive instruction in such prescribed courses of study as are required by law and regulation.

3.3.3 Employees shall be responsible for the evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardian and to the designated school administrator.

3.3.4 Employees are required to make due preparation daily for their duties, preparation to include attendance at teachers' meetings and such other professional work contributing to efficient school service as may be required by the principal, Superintendent or Board of Directors.

### **3.4 Controversial Topics**

The District and the Association believe that controversial issues are a part of the District's Instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. All instructional activities shall comply with the District instructional materials policy. Clearly questionable matters concerning the appropriateness of the issue to the curriculum and the maturity of the students shall be referred to the principal for consultation and action.

In the presentation of all controversial issues, the employee shall make every effort to affect a balance of biases, divergent points of view, and afford an opportunity for explanation by the students into all sides of the issue. The employee's responsibility shall be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility an employee shall be well informed in the areas being studied and present the issues in a manner in which the class perceives the objectives of the study and understands the issues involved and their implications. In discussing controversial issues, the Employee shall encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee shall respect positions other than their own. Students shall be encouraged after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

### **3.5 Personnel Files**

3.5.1 Materials in the employee's personnel files maintained in the personnel office, which may serve as a basis for affecting employment status, will be available for inspection by the affected employee. The employee may be accompanied by an Association representative.

An employee may have the District make copies of all materials in their personnel file, provided that the employee gives at least five (5) working day notice.

3.5.2 An employee will have the right to comment on any material placed in the personnel file and to have such comments attached to the material in question.

3.5.3 Derogatory information will be entered into an employee's file under the following conditions only:

- a. A denial of request may be appealed to the Superintendent or their designee for a final decision.
- b. The employee will be notified, in writing, prior to placing such information in the file. Such information cannot be used as evidence in a complaint or to support disciplinary action if it was not shared with the employee within ten (10) days of its placement in the personnel file.
- c. The employee will be provided an opportunity to challenge the accuracy or appropriateness of such information.
- d. The employee will be provided an opportunity to enter a written statement of clarification or explanation of such information.
- e. An employee may request the removal of material after two (2) years, except evaluations, from the personnel file. In order for material to be removed, there must be mutual agreement.

3.5.4 Discipline is normally applied for violation of District policies, regulations, and procedures; not for concerns regarding professional performance. Performance will normally be assessed through the evaluation process, not addressed through discipline. The Association and District recognize that a given behavior may implicate both discipline and evaluation, with different focuses, and commit to insuring that due process is followed and professional performance enhanced. In specific instances, employees or the Association may request that the evaluator appropriately cross-reference discipline documents and evaluation documents.

3.5.5 Working Files:

- A "working file" on each employee may be kept by Administration/Supervisors for evaluation purposes under the following conditions only:
- a. Information placed in an employee's working file will only relate to evaluation criteria or will be Letters of Direction (Section 3.2. Just Cause).
  - b. An employee must be given an opportunity to "conference" over such Information as soon as possible, but in any case, prior to being used in an evaluation.
  - c. The accuracy of information must be investigated before it can be used in an evaluation if information is not part of regular classroom observation.

- d. Working file information must be attached to an employee's observation or evaluation or thrown away at the end of the school year.
- e. An employee's previous year's final evaluation or letters of direction (but nothing else) may be stored through the next year in the working file.
- f. Such file is open to the employee upon request.

### **3.6 Staff and Student Safety**

In emergency situations regarding the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws and regulations.

3.6.1 Weapons and Dangerous Devices - Possession or use of dangerous weapons, explosives, firecrackers or other items capable of inflicting bodily harm is prohibited. Students in possession of, or using a firearm will be immediately expelled as provided for under state and federal laws.

Corporal punishment of students as defined by WAC 392-400-235 is prohibited. This shall not prevent the use of reasonable force to maintain order or to prevent a student or other person from harming him/herself, or other students, school staff or property.

When an employee is threatened with injury, or comes to the aid of another person about to be injured, or attempts to prevent other malicious interference with real or personal property which is in their possession or in the possession of another employee or student on school premises, employees are authorized to use reasonable force upon or toward a student or other person in the defense of such person or property as part of their assigned responsibilities. Any student who willfully physically assaults an employee will be subject to emergency removal as pursuant to WAC 392-400-290 subject to the rights and duties imposed under Ch. 392-400 WAC and federal and state student disability laws. Pursuant to RCW 28A.600.460, a student who has committed a criminal assault directed toward a teacher shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned. Violent behavior short of a criminal assault shall be evaluated by building administration for an appropriate response, including consulting with the impacted employee(s) to confirm the response addresses student and staff safety concerns. The District will comply with statutory requirements for notifying staff of student behavior histories.

The District will take reasonably prompt action to protect employees and their property by initiating an investigation of reports and rumors regarding weapons, explosives and firecrackers and by taking action determined to be appropriate based on that investigation.

3.6.2 Emergency Lock-down and Evacuation Procedures - The District office will annually provide each building with an emergency management response plan, which includes an emergency lock down and evacuation procedure. Each building shall practice this procedure not less than one (1) time per semester.

3.6.3 Building Leadership Team - Each school building will develop a building leadership team within the following framework:

- a. Teams will select members, including certificated and ESP and other support staff, and parents no later than the first week of October, and shall be scheduled monthly. If a meeting is cancelled, the administrator will reschedule it, when feasible.



- b. Teams will develop appropriate ways to include and select its members and mode of operation.
- c. Team decisions must comply with District-wide mission and goals, board/state policy, budget framework, appropriate Collective Bargaining Agreements, and state law.
- d. The District will pay team members a stipend of \$325 per annum for participation on leadership teams, \$425 if employee serves as chair. It is understood that an employee whose regular job description includes attendance at these meetings is not eligible for this stipend.

### **3.7 Teacher Protection**

#### **3.7.1 Insurance and Property Damage**

- a. The School District shall provide Employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged. (RCW 28A.400.370).
- b. Tukwila School District will cooperate in the criminal prosecution of students who are apprehended or arrested for damage to property of employees which is damaged while the employee is performing duties for the school District.
- c. Tukwila School District will request restitution from parents of students for damage to property of employees which is damaged by such students.
- d. Employees shall not be required to drive students to activities that take place away from the school building. They may do so voluntarily with prior administrator approval. In such event, they shall be covered by the District's excess liability insurance policy for an accident which may occur in connection with such trip and such coverage shall be consistent with the coverage so provided by the carrier and shall be secondary to the employee's own insurance.

3.7.2 Any case of assault upon an employee shall be promptly reported to her/his immediate supervisor.

3.7.3 The Principal or Assistant Principal shall provide information to employees of convictions/diversions/adjudications of students as such information is provided by courts pursuant to state law.

3.7.4 Whenever an employee is absent from employment or unable to perform currently contracted duties as a result of an assault sustained in the good faith performance of duties within the course of employment, such absence will not be charged to accumulated sick leave and the District agrees to pay the difference between worker's compensation and the employee's regular salary scheduled amount.

3.7.5 Whenever an employee is absent from employment and unable to perform contracted duties as a result of personal injury or illness sustained in the course of employment, the employee will be allowed to choose one of the following options for compensation:

- a. Use accumulated leave to make up the difference between worker's compensation payments and the employee's regular individual salary payments.

- b. Receive worker's compensation only.
- c. Use accumulated sick leave in full day increments and receive worker's compensation

### **3.8 Student Discipline**

Employees and administrators are committed to working in partnership to create a welcoming, safe learning and working environment in each school. Equity and cultural competence will be a lens for creating effective relationships with students, setting behavior expectations, and addressing student conduct.

In the maintenance of a sound, learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status in accordance with Board Policy No. 3241 and applicable federal and state laws.

The Board and the Superintendent shall support and uphold employees in their efforts to maintain discipline in the District.

#### **3.8.1 HOPE (Help Organize a Positive Environment) Team**

Within thirty (30) calendar days of the ratification of this Agreement, the District and Association shall convene a joint committee of no more than ten (10), District up to five (5) and Association up to five (5) representatives focused on promoting and maintaining a positive learning environment. Association representatives shall be compensated at per diem for their time at HOPE meetings outside the employees' work days. HOPE Team—Help Organize a Positive Environment. The initial focus of the committee shall be student discipline practices. The Association will appoint five representatives (one per building, including a combination of certificated and ESP staff) to serve on the committee. The committee will meet at least monthly and continue for the term of this 2019 Agreement and be charged with creation and maintenance of the following:

1. Model building discipline plan that shall be used as an exemplar for K-5 and 6-12
2. Survey regarding the effectiveness of discipline practices to be administered by buildings multiple times per year as determined by the committee
3. Framework for implementation and continuity
4. Oversee support for new staff and regular substitutes
5. Tukwila School District Site Discipline Plan Audit Checklist
6. Oversee professional development needs, topics, and calendaring on topics related to student discipline
7. Once the District plan and building plans are established and in use, the committee will evaluate administrative and staff accountability for fidelity to the plan, with recommendations to the District and Association for consideration of a memorandum of understanding
8. Annual review of the charges of the committee, focus for the next school year and emerging long range issues in school culture
9. Additional topics jointly identified

The committee will create a district wide communication to inform all staff of the above information following each meeting.

#### **3.8.2 Building Support and Discipline Plans**

It is the responsibility of the building administrator to ensure that staff, students, and parents are working in a safe environment.

When the building principal is absent from the school for more than half a day, a principal-designee will be appointed. The building principal will provide an orientation to the principal-designee.

Each building's leadership team, as defined in Section 3.6.3 will designate the staff or teams who may participate in developing a building discipline plan working from the HOPE Team exemplar for the appropriate grade band. A copy of the site discipline plan will be submitted to the HOPE Team by June 1. Multiple times each year, in conjunction with the HOPE Team survey process, the team who developed the building discipline plan will review the implementation and effectiveness of their building discipline plan and make revisions as needed. If significant revisions are made to the building discipline plan, the plan will be resubmitted to the HOPE Team. Building HOPE Teams shall be compensated at per diem/hourly pay for their time at Building discipline plan meetings outside the employees' work days.

Building HOPE Teams will communicate regularly throughout the school year to their buildings during staff meetings.

The building discipline plan shall include the following components, and be annually audited using the Tukwila School District Site Discipline Plan Audit Checklist:

1. Culturally responsive and sensitive language and practices that takes account of the social and emotional development of students
2. Training opportunities for staff (ongoing/sustained that is inclusive of all staff, ensures legal compliance, support plan for new staff and substitutes)
3. A process for soliciting community and parent feedback on the discipline plan
4. Tiered building behavioral expectations. Minor and major behaviors will be identified in the building plan.
5. Prevention/intervention and remediation strategies. For example, each building will develop recommendations for staff to address student behavior when conduct may benefit from a break of brief duration, but does not require formal exclusion from class.
6. Referral procedures, including point of contact and contingencies and timelines, and a feedback loop. Administrators and staff shall be mindful to maintain collaborative and restorative partnerships regarding student behavior referrals.
7. Building discipline plans will designate the location and personnel responsible for maintaining the behavior of students who have been excluded from the classroom for behavior violations.
  - a. In schools with designated space/personnel outside of the public main office, the supervision plan will use the front office only transitionally.
  - b. In schools without space/personnel outside of the main office, specific staff members will be designated to provide the behavior support needed.
8. On-site alternatives to out-of-school suspensions
9. Removal and re-entry processes
10. Communication procedures regarding administrative behavior interventions, including appropriate notification of staff who work with impacted students
11. Communication feedback loops on all elements of the building discipline plan and procedures for review and recommendations for change.
12. Designation of a building joint leadership body (existing or new) with the responsibility to monitor and improve the social and emotional learning expectations of the building to inform the content of the building discipline plan

Each building will allocate sufficient time to build a common understanding of the building discipline plan during one of the August OPEL days.

### 3.8.3 Employee Rights

a. Classroom Exclusions: An employee properly following the building discipline plan has the right pursuant to RCW 28A.600.020 and WAC 392-400-330 to exclude any student from the classroom:

1. Whose behavior disrupts the education process in violation of the building disciplinary standards or
2. Whose behavior poses an immediate and continuing danger to the safety of other students or school personnel

The excluded student will not be returned to the classroom for the remainder of the class period or activity period or for such other period of time allowed by law and building rules without the employee's permission or until the principal/designee and the teacher have conferred, whichever occurs first. Such discussion will occur in each and every instance that an employee has excluded a student from class, unless the employee communicates that a discussion is not necessary.

Except in emergency situations under WAC 392-400-330, the teacher must have first attempted one or more alternative forms discipline/strategies prior to excluding a student from class. These rights are subject to and must be administered consistent with student rights under Chapter 392-400 WAC and federal and state disability laws.

b. Major Behavior Referrals: The administrator or designee will update the employee who referred the student as soon as possible after they have spoken with the student or have taken other appropriate steps.

After the administrator or designee determines the action to be taken in response to the referral, the administrator will communicate such action to the employee who referred the student within one (1) school day.

### **3.9 Individual Employee Contract**

The District shall provide each employee a contract with all assignments, except extra-curricular assignments, indicated therein and in conformity with Washington State law, Professional Educator Standards Board regulations and this Agreement.

The District shall confirm receipt of the contract and return to each employee a copy of the contract.

### **3.10 Assignment and Transfer**

#### Preamble

The District and the Association have the following mutual interests regarding assignment and transfer: first, the need for a clear process for assignment and transfer that respects the interest of staff and has appropriate flexibility for the District. Second, the District and Association need to balance interests resulting in differences in appropriate flexibility. These balances are reflected in the language that follows.

3.10.1 Although placement of staff is ultimately the responsibility of the Superintendent or designee and is governed by a variety of Washington State laws regarding assignment and certification, the District and the Association believe that staffing decisions should consider the best match for the position and should offer building staff and students the teachers who can best help them meet their building learning goals. In that endeavor, within prevailing assignment and certification rules and with the provisions of this Contract, the District and the Association believe that a balance must exist between the individual rights of a teacher to impact their assignment and the rights of a building staff to have a meaningful role in the selection process for

positions available in individual buildings.

3.10.2 Definitions - For the purposes of this section "reassignment", "transfer", "involuntary transfer", "qualified/qualifications" and "employee" are defined as follows:

"Reassignment" is defined as an in-building change in grade level or subject area. "Transfer" is defined as a building-to-building change at the request of the employee.

"Involuntary Transfer" is defined as a building-to-building change that is not requested by the employee and is district initiated.

"Qualified" and/or "qualifications" are defined as having minimally, at least the appropriate endorsement for the position.

"Employee" is defined as an employee on either a provisional or continuing employment contract with the District.

3.10.3 Job Postings - Vacancies on the professional staff will be filled according to the following considerations:

- a. Prior to posting vacancies, individual buildings will consider in-building reassignment(s) before declaring which vacancies exist to be filled. Reassignments will be available to in- building provisional or continuing contracted employees.
- b. Once during March, the District will provide each employee the opportunity to request transfer to a different building for the following school year. Employee will have a minimum of two (2) weeks to respond.
- c. Vacancies will be posted for a minimum of ten (10) working days. Vacancies may be posted for five (5) working days after August 15th and before September 30th.
- d. The Association President will be e-mailed copies of "Position Open" notices.

3.10.4 Reassignment - Reassignment occurs in-building and may involve either a grade level change or subject area change. The reassignment may be voluntary or involuntary depending on the needs of the building.

Known vacancies will be posted by the building administrator on the staff bulletin board for three (3) working days. It is the responsibility of the staff member to notify the principal within the posting period of their desire to be reassigned to the vacant position.

Although every effort will be made to accommodate employee's desires in reassignment, it is understood that the building administrator retains discretion on placement/reassignment of staff.

In the event that an employee has to be involuntarily reassigned, the building administrator will request volunteer(s) for the reassignment. A volunteer will be accepted if the volunteer is qualified and if the reassignment is in the best interest of the district. If there are no acceptable volunteers, an in-building employee may be involuntarily reassigned at the discretion of the building administrator.

If an in-building vacancy is not filled, the vacancy may be posted according to Section 3.10.3.

3.10.5 Transfer - Employees may request transfer to another building by applying online for positions as vacant positions are advertised.

Any current employee who applies for any posted vacancy and meets minimum qualifications for a vacancy shall be granted an interview. If the employee is not hired, they shall be notified in writing within five (5) working days of the final decision as to the rationale for the denial if requested in writing by the employee.

**3.10.6 Involuntary Transfer** - The following procedures will be followed prior to involuntarily transferring an employee from building to building:

- a. Reassignment will be conducted within the building that has the vacant position prior to an employee being involuntarily transferred from another building.
- b. The District will notify the Association President of the intent to implement an involuntary transfer.
- c. The District will seek volunteers before implementing the involuntary transfer. The volunteer will be transferred if they are qualified and has related experience.
- d. If there are no acceptable volunteers, the building administrators of the buildings affected will review the qualifications and previous related certificated experience in the grade level/subject area of the vacant position of their staff. All considerations being equal at all affected schools, the least senior employee will be involuntarily transferred.
- e. If an involuntary transfer occurs during the school year, the employee will be relieved of required duties for two (2) school days to complete the involuntary transfer. If an involuntary transfer occurs during any vacation time, the employee will be provided one (1) day pay to cover additional time in moving materials and supplies and setting up the classroom.
- f. An employee who has been transferred involuntarily will not be subject to an additional involuntary transfer at any time within the next three (3) years.
- g. An employee who has been transferred involuntarily will have a right to return to their previous position without interviewing if it is available the following year.
- h. An employee who has been transferred involuntarily will have the right to request a transfer for the following year.

### **3.11 School Calendar**

The Association will propose a multi-year calendar to the District by March 1 with proposed input/response received by March 15. A mutually agreed calendar will be bargained on or before April 15.

The student year is to start the Wednesday after Labor Day unless mutually agreed by the District and Association. The District calendar shall also provide a number of workdays consistent with 3.11, Teacher Workdays.

In the event of closure of school due to any unforeseeable act of nature (snow, etc.), power failure or other circumstance(s) resulting in the loss of school time, the District, will use days subsequent to the end of the school

calendar for makeup day(s), unless other date(s) are mutually agreed upon by the District and the Association.

In the event that two (2) or fewer schools are closed for whatever reason, employees at those schools shall report to a designated meeting place for daily assignment.

### **3.12 Workday**

The length of the workday shall be seven (7) and one-half (7 1/2) hours for all employees. Included within the workday shall be the thirty (30) continuous minutes of duty-free lunch.

#### **3.12.1 Secondary Planning Time –**

Secondary classroom instructional planning time (personal planning time unencumbered by the District) shall be provided for each high school and middle school classroom teacher. Such time shall be time equal to one (1) classroom period of not less than fifty (50) minutes per day.

On any day that the schedule is different due to SMART/adjusted schedule days, assembly, testing, etc., the classroom period will be adjusted to reflect the student day. An employee teaching an extra period shall have their planning time before or after the regular school day and will be compensated at 1/6 of their per diem rate for the extra class.

Objectives for utilization of planning time will be a focus of each employee's Fall goal setting conference at the beginning of the school year. Employees will be accessible to students and parents. The parties recognize that student supervision is an inherent part of every employee's job responsibilities.

**3.12.2 Elementary School Day -** The elementary school day schedule will be implemented in accordance with the following. This schedule will remain in effect until the Elementary School Day Schedule Committee and/or the District recommend otherwise at which time this item will be bargained.

a. Planning will include the first 45 minutes of the workday, except on SMART/adjusted schedule days when it will follow professional development activities. Employees will continue to participate in student support teams as defined by the building and IEP's.

b. Team planning time is encouraged for elementary staff preparation and planning as a team by grade level, multi-grade level and/or specialists.

c. 450 minutes of planning weekly for all employees.

d. Building schedules should provide for 3 to 4 days of uninterrupted instructional blocks of time.

e. Buildings will have the flexibility to design their own instructional blocks.

f. Schedule provides for 225 minutes of planning time per week in a minimum of 45 minute blocks to be used for individual planning time.

g. Substitute teachers will be hired if specialists are absent, pursuant to Article 3.16.2.

h. Schedule is designed for 5 hours and 10 minutes of instructional time allowing each building to decide

how the 45 minutes of time for lunch and recess will be used. There will be a lunch break of 30 minutes plus additional morning and/or afternoon recess.

i. Teachers on (.5) contracts will be allowed to adjust their schedules individually to satisfy program needs with the approval of the principal.

j. If an elementary employee voluntarily agrees to give up their planning time in order to teach a class section as provided for in Article 3.12.2.g above, the employee shall be compensated per section at the Article 3.16 rate of pay. This arrangement must be mutually agreed by the District and the employee, free of coercion, on a semester basis.

3.12.3 Use of Planning Time - The primary use of preparation time shall be for instructional planning and preparation or to meet evaluation goals and/or school improvement plan goals. Objectives for utilization of planning time, including team planning, will be a focus of each employee's Fall goal setting conference at the beginning of the school year.

3.12.4 Tuesday Meetings - The District will make a good faith effort to not schedule meetings that will involve employees on the first and third Tuesdays after the first Wednesday of every month after school. To facilitate this process the District will provide a schedule of proposed Tuesday meetings of District standing committees by October 1st. After October 1st, if the District feels it is necessary to hold a meeting on Tuesdays, the Association President will be consulted to ensure a mutually agreeable date.

3.12.5 Parent Meetings - If the District requires more than one open house/curriculum after school meeting per year, those additional meetings will be paid at the curriculum rate of pay.

3.12.6 Job Share-

1. For the purpose of this Agreement, a job share will mean when an employee holds a single (1.0 FTE) staff position and requests to share their position with another employee. Job sharing may not be requested by an employee with less than a 1.0 FTE contract.

The following conditions will prevail for all job share partners:

a. Any employee involved in job sharing may apply for other positions in accordance with the Assignment/Transfer section of this Agreement Section 3.10.

b. An employee who holds a contract and requests job sharing gives up their rights to that portion of their contract filled by their job share partner, until such time that the job share partner leaves the job share.

c. In the event that either job share partner is unable to fulfill their portion of the contract the remaining job share partner will be obligated to fulfill the vacated portion of the contract until a new job share partner is assigned or hired.

2. Job sharing assignments will be filled by employees who have jointly agreed to work together.

3. If an employee is unable to arrange a job share proposal with another employee, the portion of the



position that is open to sharing will be advertised within the District. If no employee applies, mutually agreeable to the District and the employee, the employee must agree to assume the full-time position.

1. Responsibilities of an assignment by two job share partners may be divided and/or allocated according to a plan developed by the supervisor, the employees, and an Association Representative. This plan will include, but not be limited to, SMART/adjusted schedule days, staff meetings, conferences, and planning time when applicable.
2. Proposals for job sharing will be submitted to the Superintendent for approval no later than May 1.
3. Benefits, salary, sick leave, additional work days, and seniority will accrue to and employee in a shared position on a pro rata basis. The experience and educational step for each employee will be calculated in accordance with rules and regulations governing employee placement on the statewide allocation model.

3.12.7 Adjusted Schedule and SMART Wednesdays - Adjusted Schedule and SMART Wednesdays - The parties recognize that in order to increase student achievement, there is a need to continually improve our instruction through professional development. Intentional and effective professional development may take on a variety of forms, including, but not limited to content-specific training, implementation of training, collaboration, alignment with curriculum, development of instructional resources, student supervision, analysis of student work and data.

Adjusted schedule days, as scheduled on the District calendar, will be used for District sponsored professional development activities.

The District will ensure that a minimum of 45% of SMART Wednesdays time per school year be designated time for the employee to develop activities for implementation and application of strategies learned in SMART Wednesdays District-provided professional development and for collaboration or team work.

Starting in September, 2020, SMART days will increase to an average of two per month, as scheduled on the District calendar. The student day will be adjusted to allow for ninety (90) minutes of time at the end of the school day for SMART activities (60 minutes of school day and 30 minutes after school at secondary and seventy (70) minutes of school day and twenty (20) minutes after school at elementary). The District will ensure that a minimum of 50% of SMART time per school year be designated time for the employee to develop activities for implementation and application of strategies learned in SMART days District-provided professional development and for collaboration or team work.

Building based specialists, i.e. library media specialists, social workers, counselors, etc., will collaboratively plan with their building principal or District administrator to determine the most effective use of their time during District professional development activities. Special education-based ESAs will collaboratively plan with their supervisor and job-alike colleagues to determine the most effective use of their time during SMART Wednesday professional development activities.

3.12.8 Beginning Teachers - The District will provide one release day for beginning teachers to use at their discretion, subject to supervisor approval, to observe, learn curriculum, collaborate, etc. Beginning teachers are teachers new to the profession, not merely new to the District.

Building administrators will endeavor to limit the number of preps for beginning teachers (teachers who are new to the profession) to no more than two (2) preps per semester for grades 6-12 and to not assign beginning teachers to split classes in grades K-5.

Also, building administrators will endeavor to assign beginning teachers a regular classroom/instructional site (i.e. not be a floater). There is no guarantee that this will occur, and the District makes no assurance that beginning teachers will not have to move locations for their prep.

3.12.9 Planning Time for Specialists - It is understood by the Tukwila Education Association and the Tukwila School District that specialists currently create their own schedules.

The parties recognize that specialists should be able to schedule time for planning with current caseloads. In the event of future challenges/scheduling conflicts, the supervisor will work with specialists to meet planning needs.

### **3.13 Facilities**

Each building shall have the following facilities and equipment for the use of employees in that building:

1. Adequate space in each classroom to safely store instructional materials and supplies.
2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A furnished faculty lounge and the availability of a telephone that offers privacy for contacting parents.
4. A serviceable desk, chair, phone, computer, and filing facilities of adequate size in each classroom or assigned workstation. For itinerant ESA staff, the District shall comply with this provision by providing portable computers or computers at each building at its discretion. For employees who are assigned to more than one classroom/workstation or who are displaced from their classroom/workstation the District will endeavor to identify and provide an available alternative workstation as defined above, for their planning and preparation purposes. To the extent that such an alternative workstation cannot be provided in whole or in part, the District will meet with the Association and school principal to problem-solve around the issue and come up with a viable solution.
5. A communication system between classrooms and the main office.
6. Well-lit and clean restrooms separate for each sex and separate from student restrooms.
  - a. In order to permit freedom of access both during and after regular school hours, employees will have keys available through a check system in the principal's office.
  - b. An adequate part of the parking lot at each school will be reserved for employee parking.
  - c. Upon request of either the Association or District prior to the beginning of each school year and/or after winter break, a team of the Association President, the Director of Maintenance and Operations, the Principal, and an Association Building Representative from each building will review facilities available for staff to determine if the provisions of this section are being met.
  - d. School administrators will solicit input as to assignment of building space from employees who may be displaced by outside providers of student services. Such input shall be solicited before final assignment of space is made.

### **3.14 Classroom Visitation**

1. All visitors to a school and/or a classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the teacher to obtain their recommendation for a mutually convenient time.
2. The District will attempt to afford an opportunity for the teacher to confer with the classroom visitor before and/or after the visitation.
3. All unannounced visitors shall be reported to the principal's office.
4. Parents' access to classroom or school-sponsored activities shall be in compliance with RCW 28A.605.020 which states that parental access/observation in the classroom is assured and shall not disrupt the classroom procedure or learning activity. The following laws also impact classroom visits: RCW 28A.635.030- Disturbing school, school activities or meetings; RCW 28A.635.020- Willfully disobeying school administrative personnel or refusing to leave public property; RCW 28A.635.010 - Abusing or insulting teachers.

### **3.15 Safe Working Conditions**

1. **Weapons and Dangerous Devices** - Possession or use of dangerous weapons, explosives, firecrackers or other items capable of inflicting bodily harm is prohibited. Students in possession of, or using any weapons or dangerous devices specified as a deadly weapon as per statute will be immediately expelled as provided for under state and federal laws.

Corporal punishment of students as defined by WAC 392-400-235 is prohibited. This shall not prevent the use of reasonable force to maintain order or to prevent a student or other person from harming him/herself, or other students, school staff or property. When an employee is threatened with injury, or comes to the aid of another person about to be injured, or attempts to prevent other malicious interference with real or personal property which is in their possession or in the possession of another employee or student on school premises, employees are authorized to use reasonable force upon or toward a student or other person in the defense of such person or property as part of their assigned responsibilities. Any student who willfully physically assaults an employee will be subject to emergency removal as pursuant to WAC 392-400-290 subject to the rights and duties imposed under Ch. 392-400 WAC and federal and state student disability laws. Pursuant to RCW 28A.600.460, a student convicted of assault directed toward a teacher shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned.

The District will take reasonably prompt action to protect employees and their property by initiating an investigation of reports and rumors regarding weapons, explosives and firecrackers and by taking action determined to be appropriate based on that investigation.

2. **Emergency Lock-down Procedures** - Each building will develop an emergency lock down procedure before November 1 and shall practice this procedure not less than one (1) time per semester.

### **3.16 Substitutes**

1. Covering classes- If a substitute is required for less than two (2) hours or if a qualified substitute is not available, the principal or-designee may assign employees to cover classes. Employees shall be paid as follows: elementary- \$25 (30 minutes, \$37.50 for 45 minutes); middle and high school- \$50per class period. The principal will make every reasonable effort to distribute said duties equitably among available employees. A volunteer list will be established at the secondary schools. The expectation is that those on the volunteer list are willing to substitute upon request. If the employee is on the volunteer list they will be paid \$60 per class period. No employee may be required to involuntarily cover more than six (6) classes per year.
2. The District will make every reasonable effort to employ substitutes when the regularly assigned employee is absent, unless other mutually agreed upon arrangements can be made with the building principal, or designee, and the staff. This shall include physical education, music specialist, library media specialist, reading teachers, and any other employee who is part of an IEP. Building principals will develop an in-building class coverage plan before October 1st as part of this plan; the District will hire substitutes in anticipation of needs.
3. Principal Designee - Employees will not be required but may agree to act in the principal's or assistant principal's absence. If an employee agrees, (and both the principal and assistant principal are absent) the employee shall be paid \$100 per day and \$75 for a half day. An employee shall not be asked to cover for a principal or assistant principal for less than half day. Any coverage of a half-day or more will require the District to attempt to hire a substitute for the designee's duties.
4. The District will provide a 24-hour Substitute On-line system for Sick Leave so that the employee can report their need for a substitute at any time. The employee will provide their name, school building, teaching assignment, date(s) of absence, and preference for substitute if any.

### **3.17 Inclement Weather**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety. Employee attendance shall not be required when schools are closed for the full day due to inclement weather. The Association and District encourage employees to report to work at the regularly scheduled time during periods of inclement weather, if they can travel safely at that time. If an employee cannot report to work, or must report less than thirty (30) minutes before students are scheduled to report, the employee shall take emergency (sick) leave for the time missed by entering the employee's absence in a timely way. When school is canceled and staff are required by an administrator to remain and supervise students, those staff shall be paid their hourly per diem rate for the actual time spent supervising students.

### **3.18 Workload**

3.18.1 Supervisory Duties – A plan shall be developed in collaboration with the building staff at each elementary school at the beginning of the school year to determine how to allocate staff resources for covering the supervision of

students before/after school and during recess periods. If this does not occur, the Association has the right to re-open the contract regarding these duties.

3.18.2 Counselor and Social Worker Workload- By October 1<sup>st</sup>, each Counselor and Social Worker will meet with their building administrator to identify work priorities for the year, in support of a comprehensive school and community program, as defined by best practices in the areas of delivery, management, foundation, and accountability. The work priorities should reflect an appropriate amount of time to ensure that the employee is able to prioritize program delivery in direct service to students above other responsibilities. The employee and building administrator will meet as needed to review the work priorities and make adjustments to the employee's workload as needed.

Counselors and Social Workers will not be required to work as the stipended test coordinator at their school. Building administrators will take care to preserve the supportive relationships counselors and social workers have with students and families when imposing discipline, recognizing the role these employees have in alternative interventions that are part of the overall framework of student discipline.

3.18.3 Staff Meetings - Employees will contribute to efficient school service as required by school principal, superintendent, and school board, provided that:

- a. No more than two meetings that extend beyond the contract day will be required of any employee during any school month.
- b. Any meeting of the staff held after school may extend to 60 minutes after the contracted work day, and staff meetings may not exceed 60 minutes of total time per month.
- c. For the elementary schools no meeting of the staff will be called prior to the schoolday, unless approved by the staff involved.
- d. For the middle school and high school any meeting of the staff in the morning shall begin no earlier than 30 minutes prior to the start of the teacher day and shall end at the start of the regular teacher day allowing a full thirty minutes prior to the beginning of the student day.
- e. Any employee that holds an extra-curricular contract will be excused from staff meetings should a conflict occur. In those instances the employee shall be responsible for obtaining information provided at the meeting.
- f. No meeting shall be held after the student day on Friday, or days preceding holidays, except in an emergency.
- g. Up to ten (10) minutes per month of meeting time will be devoted to student discipline and school culture at the initiative of the Association. The agenda is to be set and led jointly/collaboratively between the Association and the Building Principal.

3.18.4 Specialized Training for Individual Student Programs - The District and Association recognize the desirability of providing training and support for teachers of included students. Because circumstances may not always make prior training an option, within twenty-five (25) working days of the inclusion of students who are: developmentally delayed, medically fragile, orthopedically impaired, or moderately to severely

physically disabled and are now included into regular classrooms, the classroom teacher and impacted staff will be provided with training and resources (if any) required by a student's JEP, and necessary to implement a student's IEP.

When a student who has a health condition that may require emergency procedures is placed in any program all staff involved will be fully informed in writing of the emergency procedures to be followed.

3.18.5 Class Size - After the School Year Begins: The District will provide extra pay, transfer of students to another building, hire an additional classroom teacher at the District's option, if the following individual Class Size limitations for individual teachers are exceeded:

K-1	22 FTE Students
2-3	24 FTE Students
4-5	27 FTE Students
6-8	30 FTE Students per class
9-12	30 FTE Students per class

For each one full FTE student that exceeds the above numbers, the District will provide \$10.00 per FTE student per school day. The regular classroom teacher to which the student is assigned will receive 100 percent of the above remedies.

Class size shall be measured no earlier than October 1. The District will have ten (10) working days to lower class size after the October 1 and February 1 counts before the above options will become available.

Overload payments will be calculated on the basis of daily actual enrollment rather than a once per- month snapshot. Overload payment will be made the month following the overloaded month.

The District will make a good faith effort to keep traditional large scale secondary classes such as Music, etc. to no more than 50 students (40 students for PE; 32 students for Weight Training), but exceeding such limits will not incur class size remedies.

Elementary split-level (multi-age classes are not considered split level classes) classes will have class size limitations of two (2) less FTE students.

If a classroom contains more than one grade level, the lower of the grade levels will be used to determine class size limitations.

Within a building the District will make a good faith effort to equitably distribute the number of students at each elementary grade level and for each grade level of a multi-age classroom.

These class size limitations are conditional on the District continuing to receive full state funding at no less than class sizes of 25.23 for grades K-3, 27 for grade 4, 27 for grades 5-6, 28.53 for grades 7-8 and 28.74 for grades 9-12. However, the District agrees to abide by the current contractual class size limits and remedies for the life of the Agreement.

The District will agree to attempt to equitably distribute the number of IEP students assigned to elementary teachers.

The District will budget no less than \$10,000 per year for paraeducator support to address class size relief for elementary classes.

3.18.6 Contract Waivers - Waiver proposals must be developed with knowledge and opportunity for participation of all TEA represented employees and administrators assigned to the building/program submitting the proposal.

- a. Such request must be for the purpose of program improvement.
- b. Such request must include (see Appendix G- Contract Waiver Request Form)
  1. Reference to the specific provision(s) of the Agreement requested to be waived;
  2. Evidence of both employee and administrator participation in the decision making process leading up to the request;
  3. Rationale attesting to the need for the waiver;
  4. Timelines- Waiver requests must be submitted to TEA and the District by the 15th of each month so the respective committees can process and make recommendations to their appropriate decision making bodies;
  5. Duration of Waiver- Waivers are for one year, buildings and/or program must review the waiver each year, and if they determine they wish to continue and/or modify, they must resubmit;
  6. Costs (if applicable);
  7. Effect of waiver on other areas of the Agreement or other bargaining unit Contracts;
  8. After the building has conducted its process, the Waivers Request forms must be signed by the TEA building representative of the building/program and the building/program administrator. The Waiver Request must be submitted to the Superintendent or designee and the Association President concurrently, and will be granted only if both the District and the Association agree.

3.18.7 Site Based Councils/Building Leadership Team - Each school building will develop a site council or steering council within the following framework:

- a. Councils will select members no later than the first week of October.
- b. Councils will develop appropriate ways to include and select its members and mode of operation.
- c. Council decisions must comply with district-wide mission and goals, board/state policy, budget framework, appropriate Collective Bargaining Agreements, and state law.

- d. The District will pay site council or steering members a stipend of \$325 per annum for participation on site councils, \$425 if employee serves as chair. It is understood that an employee whose regular job description includes attendance at these meetings is not eligible for this stipend.

**3.19 Special Education**

3.19.1. Special Education Advisory Committee

a. The Association and District will convene a committee on at least a quarterly basis to support the work of the special education program and its staff to deliver high quality services to our students and families.

3.19.2. IEP Writing Stipend

A stipend of for OT/PTs, SLPs and Special Education teachers at the per diem rate for IEP writing outside the regular workday will be provided as follows:-

FTE	Hours of additional pay
1.0	30
.9	27
.8	24
.7	21
.6	18
.5	15
.4	12
.3	9
.2	6
.1	3

b. When a special education staff person goes above the caseload triggers (Section 3.17.4), they will receive additional compensation of \$75 per IEP above the caseload trigger.

3.19.3. Special Education Teachers- Release Time - Four (4) days of release time for K-12 Special Education teacher will be provided to allow for planning, collaboration, completion of paperwork, home visits, etc. Work may be performed offsite only with supervisor approval. Employees may also choose to receive all or part of this release time as four days paid at the per diem rate of pay. Additionally, employees who are required to complete the state assessment portfolios are eligible for 1.5 hours of additional compensation per subject area per student.

3.19.4. Special Education Teacher and ESA (Education Staff Associate) Caseloads

a. Class size and caseload triggers will be (equal to 1.0 FTE):

Category/Section	Class Size/Caseload (Number of Students)	Class Size/Caseload (Number of Students)
		2020 and beyond



	2019-2020 SY	
Preschool	13 per session	13 per session
ES- Resource/LRC 1	35	30
ES- Self Contained/LRC 2	15	12
SS- Resource/LRC 1	35	30
SS- Self Contained/LRC 2	15	12
SLP	50	45
OT/PT	30	30
School Psychs	1:700 District Enrollment-	1:700 District Enrollment-

b. Any Special Education teacher or ESA whose class-size/caseload exceeds the relevant caseload trigger will meet with the Director of Special Education to discuss reasonable remedies for the teacher's assignment as close to the date of the known overage as possible. Together they will develop a mutually agreeable remedy to offer relief for the overage. The remedy may include one or more of the following:

- Overload pay (\$10.00 per student per day)
- Additional release days
- Additional staffing
- Other solutions

Any remedy will be retroactive to the start of the overload. *(see chart above)*

c. Projected caseloads will be divided equitably among job-alike Special Education ESAs by September 15th of each school year. Caseloads will be reviewed for significant changes and adjusted throughout the school year as deemed appropriate by the Director of Special Education.

### 3.19.5 ESP Attendance at IEP Meetings

Employees responsible for drafting student IEPs and convening IEP meetings should solicit the input of paraeducators who work closely with the student. If the convener of an IEP meeting believes a paraeducator should be included in the IEP meeting, the convener may request authority to invite the paraeducator from the Director of Special Education.

### **3.20 Reduction in Force- Employment of Reduced Employees**

3.20.1a. If the only employees who are RIF'ed are provisional employees, these procedures do not have to be implemented.

3.20.1b. General Provisions and Definitions - This Article shall be used when the District determines it is necessary to reduce the number of certificated employees for economic or other reasons. The Board shall adopt a resolution identifying the reasons for reducing the educational program and

identifying the positions (category and FTE) to be eliminated.

Prior to making a recommendation to the Board of Directors, the District and the Association shall meet for the purpose of discussing any proposed reduction in force and implementation of this Article.

Except in the case of emergencies, the District and Association shall meet at least seven (7) days in advance of a board meeting in which the Board adopts a reduced educational program. The District shall provide any information requested by the Association regarding the funds available for the implementation of the educational program, the course and curriculum needs of students and the positions needed to operate the educational program. The District shall consider any Association input prior to making its recommendation.

3.20.2 Seniority - In establishing seniority for the purpose of staff reduction, the following criteria will be applied in the order in which they are listed to the Employees covered by this section.

- a. For this Article of the Agreement, "seniority" shall mean years of certificated experience as measured by rules applicable to S-275 state reporting.
- b. There is no limit as to the number of years that can be accumulated. In the event ties exist, the length of total uninterrupted regular employment in the District will prevail.
- c. In the event ties still exist, employees with a current National Board Teaching Certificate will prevail.
- d. In the event ties still exist, a doctorate, master's degree, or baccalaureate degree, as recognized by the District for salary purposes will be recognized, in that order
- e. In the event ties still exist, those Employees with the greatest number of credits accepted by the District will be ranked ahead of those employees with fewer credits.
- f. In the event ties still exist, the preference shall be determined by flip of a coin.
- g. Credits applicable for placement on the salary schedule must be earned prior to September 1 of the current school year and documented by official transcripts. It will be the responsibility of the individual Employee to furnish the District with such documentation on or before October 1.
- h. Part-time Employees will have, for retention purposes only, seniority as established by this section. Part-time Employees will not be eligible for contract FTE greater than those held at the time of retention determination.

3.20.3 Verification - Prior to February 15 each school year, the District shall publish a list which identifies the employee seniority (per Section 3.20.2) and the retention areas for which the employee qualifies. The notice may be published in written or electronic format (e.g., e mail). Employees shall have until March 5 to file an appeal with the District requesting a correction in seniority or certificate/endorsements for which the employee qualifies. The appeal shall be in writing or electronic format and include a full statement of all facts relevant to a change or modification in an employee's certificate/endorsement. Employees who fail to file an appeal within the timelines shall not be entitled to later contest placement. After considering any appeals, the District shall publish a final notice with any corrections.

3.20.4 Grievance - Notwithstanding any other provision of this Agreement, an Employee who feels aggrieved by action of the Board of Directors adversely affecting or non-renewing said Employee's contract will be obligated to seek review of the Board's action in accordance with RCW 28A.405.300. Such claim, by this reference, is specifically excluded from grievance or arbitration under this Agreement.

3.20.5 Staff Selection -

- a. Selection Process: The District shall implement the Board's reduced educational program by identifying the least senior employee(s) currently assigned to the positions being eliminated up to the amount of FTE being reduced. These employees shall be considered "displaced employees." Beginning with the most senior displaced employee, the District shall reassign the displaced employee to replace the least senior employee in any other position for which the displaced employee qualifies (see (b) below.) The less senior employee who is now displaced also shall be reassigned in a similar manner if possible. If there is no less senior employee for a displaced employee to replace, the employee shall be identified for layoff.
- b. Position Qualification: Employees who are displaced under (a) above shall qualify for any position for which the employee is certificated and endorsed in accordance with state standards.
- c. A list of Employees to be non-renewed will be delivered to the Association on or before May 15.
- d. When an employee is assigned to a category other than that held at the time of implementation of these procedures, the evaluations the Employee, during the initial year of assignment, will bear the notation that the evaluation is for an assignment other than that held at the time of implementation of these procedures. Employees assigned to positions other than those held at the time of implementation of these procedures will be provided with a plan of assistance and support.
- e. Employees assigned to a position where he or she is not highly qualified will be provided with a plan of support to achieve highly qualified status. Employees will make a good faith effort and show continual progress towards achieving highly qualified status within two years of assignment. This section (e) will not be valid if the "highly qualified" standard is no applicable.

3.20.6 Provisions for Employment -

- a. Employees non-renewed as the result of reduction in force will be placed on an employment list according to seniority and will have priority in that order in the filling of a position for which the employee was most recently assigned or qualified under Section 3.20.1 The individual's name will remain on said list from the date of non-renewal to October 1 of the school year following the school year in which non-renewed. Individuals hired from said list will retain all rights and benefits accrued prior to non-renewal.
- b. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool shall be reestablished for one additional year.
- c. Individuals included on the employment list will inform the District personnel officer of any change in personal information (names, addresses, and telephone numbers), availability, or eligibility for employment.
- d. Offers for employment by the District will be in writing and delivered in person or by certified mail. A notice of each offer will be mailed to the Association.

- e. An individual will forfeit rights to employment as provided in this section if the individual signs a certificated employee contract with equal or more hours with another district or does not accept an offer of employment as a certificated Employee with this District within five (5) working days and report for work within eleven (11) working days from date of offer, provided, however, that no individual will forfeit rights to employment by virtue of signing or refusing to sign a limited contract with this District or by refusing a position with a lesser number of hours than that held during the year in which non-renewed.
- f. An individual on the employment list will be included on the District's substitute list, provided said individual registers with the District's Personnel Manager.
- g. Employees who have been non-renewed as a result of a reduction in force will receive a day of release time for personal or professional reasons.
- h. Employees who have been non-renewed as a result of reduction in force will be able to attend in-District sponsored trainings, if space is available.

3.20.7 Provisions for Reduction in Force Leave - The District will allow a number not to exceed ten percent (10%) of the retained employees leave without pay in accordance with the following:

- a. The Employee requesting leave will file an application for leave (form) with the District's Human Resources Director.
- b. The District will have the right to deny such leave in writing if the District considers said applicant essential to the orderly and effective operation of the educational program during the ensuing year.
- c. Leave will be granted for one-year (1) full contracted year only to permit the District to employ a qualified individual included on the employment list.
- d. No Employee will be granted leave for more than one (1) year in duration, and no employee may receive two (2) such leaves under this section.
- e. The position of the employee on leave will be filled by a qualified individual included on the District's position employment list if possible. Said individual will not have continuing employment rights to the position to which temporarily assigned.
- f. Said leave will in no way exempt the Employee on leave from reduction consistent with these procedures during the ensuing or subsequent school years.
- g. This section will in no way limit the District in the operation or management of the District educational program.
- h. Employees taking leave under this sub-section will be re-employed for the ensuing school year provided there is a position available for which the employee is qualified under Section 3.20.1.
- i. Employees on leave will accrue no rights or benefits while on leave, except that employees will have the right to continue coverage under District insurance programs at their own expense. If the employee returns to the District immediately following the year of leave, seniority and Employee benefits will be reinstated at the level accrued at such time as the leave was granted or at such level as that agreed upon in successor agreement.

### **3.21 Training Fund**

The District will commit \$35,000 for a training fund. Approval and funding would be on a case by case basis. Any approved development and/or facilitation of PD would be compensated at the employee(s)' per Diem rate of pay for work outside the contract day.

### **3.22 Grants**

If the District is intending to apply for a grant that it believes will impact employee working conditions, the District agrees to notify the TEA president of the grant proposal to allow for discussion of how the grant will conform to the Agreement and potential changes to employee working conditions.

### **3.23 Payroll Errors**

On occasions when the District makes an underpayment/overpayment or fails to issue payment after a correct and timely submission by the employee and the supervisor, the District will, upon verification of the error, correct the error as soon as reasonably possible.

When the District discovers an overpayment the District and the employee will discuss and determine a repayment method to collect the overpayment, which could be a repayment schedule over the same time period as the overpayment accrued.

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## **Article 4 - Evaluation Procedures**

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### **4.1 General Provisions and Purpose**

- 4.1.1 The primary purpose of evaluation of certificated staff shall be to provide the highest quality instructional and educational services to the students of our community. In this process, emphasis is to be placed upon attainment of District, school and personal educational goals, professional competence, and growth through self, supervisory and peer evaluation. Evaluation needs to be looked at both from the perspective of the educators; what they know, believe and think; and from the perspective of District expectations which have been defined in terms of policy and program.
- 4.1.2 Responsibility for Evaluation - Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by the principal of the home school. The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school, and educational staff associates (ESAs) may be evaluated by an administrator in the Special Education Department. An employee in a specialized area may request a cooperative evaluation including the supervisor of that area.
- 4.1.3 Required Observations
  - a. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment.

b. Minimum Observations - During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. One of the observations must be of thirty (30) minutes duration and at a time mutually acceptable to the evaluator and the employee. Unique arrangements may be required for specialized personnel.

c. Following each observation, or agreed upon series of observations, the evaluator shall promptly document the results of using the appropriate observation results. The employee shall be provided with a copy of the observation report within three (3) days after such observation or series of observations. When circumstances warrant, evaluators and employees may agree to extend the three (3) day report deadline.

d. Additional Observations - In addition to the observations required above, evaluators may make observations at any time during the school year, may cover individual observations or such periods of time as may be identified in the observation report.

#### 4.1.4. Evaluations

a. All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than June 1 of the year in which the evaluation takes place.

b. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation may be made at the time of such transfer, when feasible. If only one evaluation is to be completed that year, the evaluator shall be determined at the time of transfer.

c. If an employee resigns during the school year, a final evaluation may be completed prior to the resignation date, when feasible.

d. Following the completion of the draft evaluation report required above, a meeting shall be held between the evaluator and the employee to discuss the report. Any written evaluation report will be provided to the employee one (1) day prior to the conference. The employee shall sign the District's copy of the evaluation report to indicate agreement or disagreement. The employee shall attach a statement of the elements of disagreement(s) within twenty (20) working days of receipt of the evaluation. If disagreement is indicated, provisions must be made by the evaluator to resolve the matter.

e. The final evaluation report required above shall be promptly forwarded to the personnel office for filing in the employee personnel file. Evaluation reports other than those required shall not be filed in the employee personnel file unless either the supervisor or the employee elects to the contrary, and notifies the other in writing.

4.1.5. Evaluation Criteria and Forms - Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position. Evaluations required or permitted hereunder shall be documented on the evaluation report appropriate to the employee's position. These forms are considered a part of the evaluation procedures and are available through the building principals.

#### 4.1.6 Probation

a. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made at least fifteen (15) days prior to the probation recommendation and no later than January 15.

b. At any time after October 15th, a non-provisional teacher whose work is not judged satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiency along with a reasonable program of

improvement.

c. The following summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

- i. Unsatisfactory – 1 or
- ii. Basic – 2 if the teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Basic - 2 summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) -year time period.
- iii. Pre-probation support for teachers with unsatisfactory ratings is provided in Section 4.2 (7).

d. Supervisor's Report - In the event that an evaluator determines on the basis of the evaluation criteria that the performance of an employee under the evaluator's supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

- i. The evaluation report;
- ii. A recommended specific and reasonable program designed to assist the employee in improving the employee's performance.

e. Establishment of Probationary Period - If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status of sixty (60) school days. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationary employee is a classroom teacher with five (5) or more years of teaching experience and has a summative evaluation performance rating as of May 15th of less than Basic - 2. On or before February 1 the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

- i. Specific areas of performance deficiencies;
- ii. A suggested specific and reasonable program for improvement;
- iii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.
- iv. Intensive assistance to the probationary employee, as follows:
  - a) The cost of the mentor will be shared equally by the District and the Association.
  - b) The role of the person will be defined as a facilitator or mentor but not an evaluator.
  - c) The person hired will determine the assistance they will provide, and such assistance will concentrate on the deficiencies noted in the probationary letter or such other deficiencies that become evident during the probationary process
  - d) The person hired shall meet with the evaluator before and after the evaluator's observations and evaluations to give input in this process.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in the areas of deficiency.

f. Evaluation during the Probationary Period

- i. At or about the time of the delivery of a probationary letter the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional certificated employee (mutually agreed upon by the supervisor and the probationary employee ~~Employee~~)

to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. For classroom teachers, should the evaluator not authorize such additional evaluator, the teacher may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an experienced additional evaluator assigned by Puget Sound Educational Service District from a list of evaluation specialists compiled by the ESD. Any such request for an additional evaluator shall be made by the teacher in writing on or before the 5th day of the probationary period.

- ii. In accordance with RCW 28A.405.100(4)(b), such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
- iii. During the probationary period the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. Evaluation reports during the probationary period shall be documented pursuant to the provisions above for evaluation reports.
- iv. Probationary employees may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the notice of probation. A classroom teacher must be removed from probation if the employee has demonstrated improvement that results in a new summative evaluation performance rating of Basic - 2 or above for a continuing contract teacher with five (5) or fewer years of experience or of Proficient - 3 or above for a continuing contract employee with more than five (5) years of experience.

g. Supervisor's Post-Probation Report - Unless the probationary employee has previously been removed for probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

- i. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- ii. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- iii. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

h. Action by the Superintendent - Following a review of any report submitted pursuant to this subsection, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

i. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the employee's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the employee's performance.

j. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the employee, constitutes grounds for a finding of probable cause for discharge under RCW 28A.405.300 or nonrenewal under RCW 28A.405.210.

j. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from the current assignment and placed into an alternative assignment for the remainder of the school year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

k. When a continuing contract classroom teacher with more than five (5) years of experience receives a



comprehensive summative evaluation performance rating below Basic - 2 for two (2) consecutive years, the District shall, within ten days of completion of the second comprehensive summative evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

## **4.2 Classroom Teacher Evaluation Procedures**

### **4.2.1 Intent/Purpose**

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District and to promote student learning. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional growth through the systematic assessment of employee performance.

As provided for in RCW 28A.405.110:

- a. An evaluation system must be meaningful, helpful, and objective;
- b. An evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
- c. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
- d. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

The evaluation process is one which will be implemented with collaboration between the evaluator and classroom teacher, as described in WAC 392-191-025: "(1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher ...needs to improve his or her performance."

### **4.2.2 Coverage**

The term "classroom teacher" means a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC181-79A-140 (1) through (3) and (6)(a) through (e) and (g).

- a. An employee provides "instruction to students" if the employee regularly engages in activities with students assigned to the employee's direct supervision for the purpose of providing pedagogy.
- b. Instruction to students does not include incidental activities engaged in with students for a purpose other than providing pedagogy.
- c. The term "classroom teacher" does not include employees who do not meet the above definition of classroom teachers and who provide services to students and hold certificates as educational staff associates provided for under WAC 181-79A-140(5). The term "classroom teacher" also does not include secondary librarians TOSAs or instructional coaches.
- d. Employees who are substitute teachers and/or who are hired to replace certificated employees who have been granted sabbatical, regular, or other leave by the District pursuant to RCW28A.405.900 shall not be considered classroom teachers.

#### 4.2.3 Professional Development

a. Prior to being evaluated under the classroom teacher evaluation system, each teacher shall have been provided professional development training necessary to understand the operation of the system, including the steps of the evaluation process, any required forms, and the evaluation. Each teacher, within fifteen (15) days of employment or fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the teacher's position and track in the evaluation cycle.

b. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement. Upon request, the District shall provide information to the Association with respect to the content and extent of the professional development provided. The training for evaluators shall include professional development designed to maximize rater agreement.

c. Additional training will be scheduled for classroom teachers and evaluators throughout the school year.

#### 4.2.4 Evaluation - General

a. The comprehensive and focused evaluations shall be conducted in accordance with the statutory requirements in RCW 28A.405.100 and the additional requirements provided for below.

b. The Danielson Framework for Teaching as modified and approved by OSPI as posted on the OSPI website is adopted in this Agreement and is in Appendix A.

c. A teacher in the second year of provisional status who receives a comprehensive summative score of Proficient or Distinguished may be moved to continuing status at the discretion of the Superintendent, if employed for the following school year.

#### 4.2.5 Evaluation Procedure

a. The evaluative criteria in relation to which the teacher's performance is to be evaluated are those specified in RCW 28A.405.100, to wit:

- i. Centering instruction on high expectations for student achievement;
- ii. Demonstrating effective teaching practices;
- iii. Recognizing individual student learning needs and developing strategies to address those needs;
- iv. Providing clear and intentional focus on subject matter content and curriculum;
- v. Fostering and managing a safe, positive learning environment;
- vi. Using multiple student data elements to modify instruction and improve student learning;
- vii. Communicating and collaborating with parents and the school community; and
- viii. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

b. A four-level rating system shall be used. In the event state law amends/revises these ratings, the revised ratings shall be utilized by the District. The summative performance ratings shall be as follows:

- i. Unsatisfactory - 1, a score of between 8 and 15;
- ii. Basic - 2, a score between 16 and 21;
- iii. Proficient - 3, a score between 22 and 28; and

iv. Distinguished - 4, a score between 29 and 32.

c. Evaluators shall rate teachers on the components of the Danielson framework and generate a rating for the eight criteria (comprehensive evaluation) or criterion (focused evaluation). Scoring of components and criteria shall be determined by an analysis of evidence.

d. A teacher receiving a comprehensive evaluation shall receive one of the four summative performance ratings for each of the criteria. When a teacher is receiving a comprehensive evaluation, the evaluator must then assign a summative evaluation performance rating using the methodology and scoring bands adopted for this purpose by OSPI, which shall be the teacher's summative evaluation performance rating. A teacher receiving a focused evaluation shall carryover the teacher's last comprehensive summative rating.

e. The comprehensive summative evaluation process shall include the following:

- i. Teachers shall complete a teacher self- reflection/self-evaluation form by September 15th. Sharing the self-reflection/self-evaluation form by the teacher with the evaluator is optional.
- ii. The teacher and evaluator shall meet to complete a goals summary by or before October 31st.
- iii. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year, especially for those criteria not observed in the classroom.
- iv. The first required formal observation of the year shall include an entire observation cycle of pre-observation/planning conference, a formal observation, and a post-observation conference.
- v. The purposes of the beginning of the year conference are to discuss the employee's goals, student growth goals, establish a date for observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies and possible observable evidence relevant to the evaluation criteria.
- vi. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be considered in the final evaluation score.
- vii. The teacher may attach written comments to the observation report.
- viii. In addition to the required formal observations referred to above, informal observations, including but not limited to walk-throughs, may be made by an evaluator at any time. If an area of concern is observed, it will be identified in writing and provided to the teacher with suggestion(s) for improvement within three days of the observation.
- ix. Following the completion of the required formal observations, the teacher and evaluator shall hold a pre-summative rating conference to discuss the following:
  - a) The teacher's self-rating on all components;
  - b) The evaluator's preliminary rating on all components and criteria/criterion; and
  - c) Any additional evidence the teacher would like the evaluator to consider before making a final summative rating.This pre-summative rating conference may be consolidated with a post-observation conference following the final required observation.

f. The focused evaluation process shall include the following:

- i. Teachers shall complete a teacher self- reflection/self-evaluation form by September 15th. Sharing the self-reflection/self-evaluation form by the teacher with the evaluator is optional.
- ii. The teacher and evaluator shall meet to complete a goals summary by or before October 31st.
- iii. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year, especially for those criteria not observed in the classroom.
- iv. The purposes of the beginning of the year conference are to discuss the employee's goals, student growth goal, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies and possible observable evidence related to the evaluation criterion.
- v. The teacher may attach written comments to the observation report.
- vi. Following the completion of the required ~~formal~~ observation, the teacher and evaluator may ~~shall~~ hold a conference to discuss the following:
  - a) The teacher's self-rating on all components of the chosen criterion;
  - b) The evaluator's feedback ~~preliminary rating~~ on any all components of note and the chosen criterion; and
  - c) Any additional evidence the teacher would like the evaluator to consider.

#### 4.2.6. Student Growth Data

- a. Student growth data must be a substantial factor in evaluating the summative performance of the teacher, as directed, required and defined by OSPI. As used in this section, "student growth" means the change in student achievement between two points in time.
- b. Student growth data will be taken from multiple sources and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress.
  - i. The evaluator and the teacher will identify student growth and achievement data that are relevant to the teacher and subject matter that will be used in assessing the state required student growth components.
  - ii. The evaluator's determination of proficiency level ratings must be based on multiple measures that may include classroom-based, school-based, district-based, and state-based tools.
  - iii. Student growth data elements may also include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
  - iv. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
- c. An overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI and as they may be revised from time to time. Ratings will be "low," "average," or "high" as defined by OSPI.
  - i. A classroom teacher with a preliminary summative evaluation rating of Distinguished with a Low student growth rating will receive an overall summative rating of Proficient.
  - ii. Conduct of a student growth inquiry. Within two months of a teacher receiving a Low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by the evaluator:
    - a) Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices; and/or
    - b) Examine extenuating circumstances which may include one or more of the following: goal setting

process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned; and/or

- c) Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations; and/or
- d) Create and implement a professional development plan to address student growth areas.

d. The evaluation of a teacher with a preliminary summative evaluation rating of Unsatisfactory who has a student growth rating of High will be reviewed by the evaluator's supervisor.

#### 4.2.7 Support for Basic and Unsatisfactory

a. The Association will be notified when any teacher is rated Unsatisfactory – 1 or Basic – 2 by June 10.

b. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score of Unsatisfactory -1 or Basic - 2, the teacher must be formally observed before October 15th the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, the evaluator and the teacher shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s).

#### 4.2.8 Comprehensive and Focused Evaluation

a. All teachers shall receive a comprehensive evaluation at least once every six (6) years. A comprehensive evaluation assesses all eight (8) evaluation criteria, and all criteria contribute to the summative evaluation performance rating.

b. The following categories of teachers shall receive an annual comprehensive summative evaluation:

- i. Teachers who are provisional teachers under RCW 28A.405.220; and
- ii. Any teacher who received a summative evaluation performance rating on the evaluation program of Unsatisfactory - 1 or Basic - 2 in the previous school year.

c. In the years when a comprehensive evaluation is not required, teachers who received a summative evaluation performance rating of Proficient - 3 or above in the previous school year are required to complete a focused evaluation.

- i. One of the eight (8) evaluation criteria must be assessed in a focused evaluation.
- ii. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive evaluation as benefitting from additional attention.
- iii. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the applicable OSPI approved student growth rubric(s). More than one measure of student growth data must be used in scoring the student growth rubrics. If criterion 3, 6 or 8 is selected, the evaluator shall use the student growth rubrics associated with the selected criterion. If criterion 1, 2, 4, 5 or 7 is selected, the teacher shall use criterion 3 or 6 student growth rubrics.
- iv. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

d. A teacher may be transferred from a focused to a comprehensive evaluation at the request of the teacher or at the direction of the teacher's evaluator. A request or decision to transfer a teacher from a focused to a comprehensive evaluation must be communicated, in writing, between the evaluator and the teacher on or before the fifth day following completion of the first formal observation, but no later than December 1st.

#### **4.3 Certificated Educational Staff Associates (ESAs), Excluding Counselors and Social Workers, Evaluation Procedures**

4.3.1 To accomplish the evaluation of Educational Staff Associates (ESAs), excluding counselors and social workers, three sets of procedures and processes are utilized. The purpose of the Summative and the Short Form is to evaluate the competence of employees as defined by the Summative Evaluation criteria. The purpose of the Professional Growth Option (formative) is to 1) improve instruction and the learning environment for all students in the Tukwila School District; 2) provide staff members a collaborative process for implementing new ideas and strategies; 3) create an on-going commitment to professional excellence; 4) provide an avenue for encouraging outstanding performance; 5) foster collegiality and trust; and 6) support employees in self-initiated growth and change.

4.3.2 Professional Growth Option – After an employee evaluated pursuant to this section has four (4) years of summative satisfactory evaluations in the Tukwila School District, the employee and evaluator may mutually agree to use the formative Professional Growth Option (PGO).

The Professional Growth Option shall conform to the PGO form attached hereto in Appendix F and to the following procedures:

- a. On or before June 1 of the school year prior to PGO, the employee will submit a PGO proposal form to the administrator consistent with PGO goals as described below.
- b. The employee and the evaluator will complete Professional Growth training arranged by the District by October 15 as a condition for participating in PGO.
- c. The employee and evaluator shall collaboratively design a PGO and complete steps 1-4 of the PGO plan by October 15.
- d. School/department goals will be mutually established among the staff and school/department administrator. School/department goals will be consistent with District goals. School/department and District goals will provide the framework for individual employee goal setting.
- e. The employee will develop their annual goals collaboratively in a meeting with their administrator. Employee goals will focus on one or more of the following goal areas:
  - i. Employee Goals. These are directly related to educational support services.
  - ii. Student Goals. Goals in this category relate to desired student outcomes.
  - iii. Program Goals. These goals relate to school, department, school district and/or other professional program development.
  - iv. Professional Goals. These goals are related to activities which increase the skill and knowledge of the employee, including participation in workshops, in-services, committees, courses, observations of other employees, and programs in and out of district, and independent research.

These goals should be consistent with school/department and District goals and be designed to promote an individual's professional growth, improve instruction and/or improve delivery of services. The employee should have in mind the goals, the areas to be investigated, resources needed, colleagues to be involved, methods for collecting data, and the methods for evaluating growth towards goals.

The administrator shall act as an advisor in order to clarify, refine, and mutually agree to the goals. They shall assist in developing data collection methods and ways to evaluate. They shall discuss resources requested, mutually complete the PGO resource form and allocate such resources as will be made available. PGO resources shall be collaboratively determined between the evaluator and the employee subject to budget limitations and approval by the Curriculum Coordinator.

f. Throughout the year, the employee and the evaluator shall meet formally and informally to discuss the progress on the goals and to refine and update the use of and need for resources. A formal mid-year assessment conference will be held with the employee.

g. On or before June 1, a final meeting shall be held to analyze data and to review progress toward goals. The employee and the administrator will collaboratively identify the evaluation procedure(s) used; i.e. (self-assessment, peer review, etc.) and the PGO form shall be completed jointly to be submitted to the personnel file. It is conceivable that all stated goals may not be reached in a given year. Some goals attainment may take more than one year.

All other written materials generated for or resulting from the formative evaluation process shall be kept separate from the summative permanent records and shall not be included in the certificated staff member's personnel file.

h. If the certificated staff member has cycled into PGO with an overall satisfactory summative rating containing any areas identified as Need Improvement or Unsatisfactory, these areas will become mandatory goals for PGO.

i. The recommended number of employees entering PGO in any year should not exceed one-third of the District's employees. This is a cyclical process with up to two consecutive years of PGO needing to be followed by at least one year of the Summative Evaluation process. In the event that the number of employees recommended for PGO exceeds one-third of the District's employees, the Association President and the Superintendent will meet in a timely manner to develop procedures to review and select employee for PGO. Employees selected for PGO will be notified before the end of the school year.

4.3.3 Short Form Evaluations - After an employee has four (4) years of summative satisfactory evaluations in the Tukwila School District, an employee and evaluator may mutually agree to use the Short Form Evaluation. The Short Form of evaluation shall include either a thirty (30) minute observation during the school year with a written summary of that observation or a final annual written evaluation based on the summative criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observation being prepared.

The employee or evaluator may require that the summative evaluation process be conducted in any given school year provided that the final decision for a particular school year must be on or before February 1. No evaluation other than summative evaluation may be used as a basis for determining probable cause for the non-renewal of an employee's contract under RCW 28A.405.210.

#### 4.3.4 Statements of Minimal Evaluative Criteria for Certificated Support Personnel

The negotiated evaluation criteria for counselors and media specialists are available in the District administrative offices.

Criterion 1: Knowledge and Scholarship in Special Field – The employee demonstrates a depth and breadth of knowledge of theory and content in the special field; the employee demonstrates an understanding of and

knowledge about common school education and the educational milieu grade K-12, and demonstrates the ability to integrate an area of specialty into the total school milieu.

Possible Indicators: evaluation procedure assesses the employee's competency to:

- 1.1 Provide a rationale for the employee's individual use of various procedures; and the development of a program of services.
- 1.2 Demonstrate understanding of the basic principles of human growth and development;
- 1.3 Demonstrate awareness of personal and professional/imitations and have the ability and knowledge to make appropriate referrals.

Criterion 2: Specialized Skills -The employee demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation and/or evaluation.

Possible Indicators: The evaluation procedure assesses the employee's competency to:

- 2.1 Design and conduct a program providing specific and unique services within the employee's discipline;
- 2.2 Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student
  - 2.21 to help students integrate and assimilate data;
  - 2.22 to help others involved with the student interpret and use data appropriately and accurately;
  - 2.23 to help other specialists by providing case study materials;
- 2.3 Administer assessment procedures or to organize and prepare those who will administer assessment procedures;
- 2.4 Demonstrate ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- 2.5 Develop goals and objectives that will facilitate the implementation of programs and services.



Criterion 3: Management of Special and Technical Environment--The employee demonstrates competency in managing and organizing the special materials, equipment and environment essential to the specialized program.

Possible Indicators: The evaluation procedure assesses the employee's competency to:

- 3.1 select or recommend testing and non-testing devices, materials, equipment appropriate to student needs;
- 3.2 demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc;
- 3.3 use comparative and interpretive data;
- 3.4 provide privacy and protection of student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

Criterion 4: The employee as a Professional -The employee demonstrates awareness of their limitations and strengths and attempts to improve and enhance competence; the employee demonstrates knowledge of and commitment to the ethical code supported by his or her special competence area.

Possible Indicators: The evaluation procedure assesses the employee's competency to:

- 4.1 Demonstrate awareness of the law as it relates to area of specialization;
- 4.2 Demonstrate awareness of responsibilities to students, parents and other educational personnel as defined by the professional code of ethics supported by the employee's competence area;
- 4.3 Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.);
- 4.4 Demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

Criterion 5: Involvement in Assisting Pupils, Parents, and Educational Personnel -The employee demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.

Possible Indicators: The evaluation procedure assesses the employee's commitment to and competence in, offering specialized assistance to:

- 5.1 Consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to students needing specialized programs;
- 5.2 Plan and develop a program to serve the preventive and developmental needs of the school population and the special needs for some students;
- 5.3 Interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

## **Article 5 - Leaves**

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At the beginning of each school year the account of each employee will be credited with twelve (12) days of sick, injury and emergency leave, and three (3) days of personal leave. (Each employee's unused portion of sick leave will accumulate from year to year.) Article 5.1 Sick Leave and Article 5.8 Personal Leave contain separate rules for the administration of sick leave and personal leave.

### **5.1 Sick Leave and Disability (Including Pregnancy) Leave**

Sick leave shall be twelve (12) days with full pay per year for full-time employees, such days to be front-loaded but earnable at one day per month. Sick leave shall be granted to all regularly employed personnel, pro-rated for part-time employees. An employee who leaves employment before earning sufficient days to cover sick leave days already taken, shall reimburse sick leave days not earned.

1. Sick leave is to be used for absence caused by illness, injury, emergency and professional health appointments. Illness and injury includes any health condition, mental or physical, that prevents an employee from working.
2. Employees may use accrued sick leave to care for family members requiring treatment or supervision as defined in WAC 296-130-020.
3. At each pay period, the District will update employee accounts of accumulated sick leave.
4. Employees transferring to the District from another public education employer in the state shall be credited with the balance of unused sick leave accumulated with the previous employer(s), pursuant to RCW 28A.400.300 (2).
5. An employee who has exhausted accumulated sick leave may, upon request, be granted Leave for Health Condition Article 5.7.
6. Employees shall use the substitute request system to enter an expected absence due to illness, injury or emergency as soon as possible.
7. Sick leave provided herein that is not taken shall accumulate from contract year to contract year up to a maximum number of days in the base contract. The sick leave cash-out program will continue in effect pursuant to state law.
8. Sick leave shall be allowed for loss of time for on-the-job injury as provided in Article 3.
9. A licensed medical provider's signed statement may be required to support an absence of five (5) or more consecutive days, or to authorize an employee's return to work after a serious illness or injury.
10. Employees anticipating a significant absence from work due to a temporary disability which includes those associated with pregnancy and childbirth, and recovery therefrom shall provide the following notice:
  - a. The employee must submit a written request (up to forty-five (45) days in advance of the leave when possible) to Human Resources for an extended absence due to a temporary disability. The request should indicate:
    - (1) The approximate length of time the employee will be absent from work due to disability.
    - (2) The estimated date the absence is to begin.
    - (3) The estimated date of return from the absence.
  - b. The utilization of accumulated illness and injury benefits for a temporary disability shall begin on the day that the employee is no longer able to work due to temporary disability, provided that:

- (1) The employee has an accrual of sick leave, and
- (2) The employee has notified the District.
- (3) When requested by the District, the employee has produced a written notice from the employee's licensed medical provider certifying that the employee is disabled.

c. Return to Work from Temporary Disability:

The employee must notify Human Resources when the employee intends to return to work and has been cleared to return to work by a licensed medical practitioner.

## **5.2 Sick Leave Sharing**

Employees are guaranteed the right to donate accrued sick leave to come to the aid of another employee who suffers from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; is sick or temporarily disabled because of pregnancy disability or for the purpose of parental leave; or has been called to service in the uniformed services, any of which has caused or is likely to cause the employee to take leave without pay or terminate their employment.

An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another District employee as specified herein. Employees cannot donate sick leave days that would result in their sick leave account going below twenty-two (22) days.

Sick leave donation and usage will comply with state law.

Sick leave includes leave accrued pursuant to RCW 28A.400.300 which provides the RCW's with compensation for illness, injury, and emergencies.

While an employee is on leave transferred under this section, the employee shall be classified as an employee and receive the same treatment in respect to salary, wages, and employment benefits as the employee would normally receive if using accrued sick leave.

## **5.3 Parental Leave**

The District shall provide each employee three (3) days of paid parental leave on the occasion of the birth or adoption of a child. Parental leave does not accrue. In addition, the employee may also utilize accrued sick leave up to twelve weeks consistent with the Washington State Family Leave Act, so long as the employee's sick leave balance does not drop below five days.

An employee requesting parental leave shall make such request thirty (30) days before of the anticipated date of birth (or adoption).

## **5.4 Family and Medical Leaves**

1. The District shall provide family leave in accordance with the state and federal Family and Medical Leave Act as now or hereafter amended, and as implemented through board policy
2. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Specific eligibility requirements and use of leave is administered by the state Employment Security Department. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise and to the extent permitted by the state Employment Security Department. Commencing September 1, 2019, the District shall pay the wage premium established in law and the employee shall pay the individual wage premium established in law to fund this leave (the as of September 1, 2019 overall cost of the premium is equal to 0.4% of the employee's salary). The District shall use the state insurance as the carrier for PFML unless the Association and District agree on an alternative provider. The District shall maintain health insurance benefits as required by law during periods of approved PFML leave.

## **5.5 Bereavement Leave**

1. Each employee shall be allowed up to five (5) days of leave with pay for each occasion of absence due to the death of a member of the employee's immediate household or family as described in this section. Family is defined as spouse, children, child's spouse, parent or step-parent of the employee, child's parent, grandchildren, stepchildren, sibling, brother-in-law, sister-in-law, grandparent or anyone having the position of sibling, parent, or child who at one time resided in the same household. Bereavement leave shall not be deducted from the employee's sick leave balance and is non-accumulative.
2. Each employee shall be allowed up to three (3) days per occurrence for aunts, uncles, nieces or nephews, or to attend the funeral of a close personal friend.
3. Where out-of-state travel is involved, up to two (2) days may be added to this latter three (3) day allotment.
4. In extenuating circumstances, subject to the approval of the Superintendent or designee, additional paid leave may be taken from sick leave.

## **5.6 Military Leave**

Members of the Washington National Guard, or the Army, Navy, Air Force, Coast Guard, or Marine Reserves of the United States shall be granted military leave of absence from their District assignments for a period not exceeding twenty-one (21) calendar days during each year, October 1 to September 30.

Such leave shall be granted in the event the employee ~~person~~ is ordered to take part in required military duty, training, or drills.

The employee shall receive the employee's normal District pay and it shall not involve any loss of efficiency rating, privileges, or pay to which the employee might otherwise be entitled.

## **5.7 Leave of Absence for Health Condition**

1. Employees who have exhausted their sick leave balances and are unable to perform their duties because of personal illness or disability may, upon request, be granted a leave of absence without pay for the duration of each illness or disability up to one year.
2. Application for Leave of Absence for Health Condition should be made in writing to the Superintendent.
3. Leaves for Health Condition may be granted for one year at a time and may be renewed annually upon written request with approval of the Superintendent. The Superintendent may call for a licensed health provider's physician's certification of illness at reasonable intervals.
4. Employees who have been granted a Leave for Health Condition may return to their position during the period of the leave or at termination of the leave after giving due notice to the Superintendent, and after submitting medical clearance from their licensed health provider or school district physician, unless their employment has been subject to layoff pursuant to 3.20
5. Accumulated sick leave and seniority are retained while on Leave of Absence for Health Condition, but do not accrue during an unpaid leave. Employees may exercise their rights under federal law, COBRA, to self-pay for benefits during an unpaid leave of absence.

## **5.8 Personal Leave**

1. Up to three (3) days total, each year, shall be available to employees in situations which require absence during school hours for purposes of attending to business, family or personal matters.
2. An employee may use personal days without stating reasons for such leave. Prior notice will be provided to the employee's immediate supervisor unless circumstances make such notice impossible and necessitates notice after the fact.
3. If an employee needs to use personal leave during the following days, prior approval must be obtained from the employee's immediate supervisor:
  - a. to extend three (3) day weekends, holidays or vacation periods;
  - b. during the first five (5) days or the last five (5) days of school;

The following criteria will be factors in the approval process to determine whether the request is granted:

- Frequency of employee request
- Availability of program coverage
- Impact on educational programs

#### 4. Unused Personal Leave

If at the end of the school year an employee has not taken the allotted personal leave, the employee will be reimbursed for the unused portion of said leave, payable at the employee's per diem rate, or the employee may elect to carry over up to two (2) unused personal leave days. If an employee chooses to carry over personal leave, the employee is responsible for notifying Human Resources by responding to District communications by June 1, or excess leave will be cashed out to the employee in July. Employees will be able to accumulate up to a maximum of five (5) personal days at the beginning of a given school year. At the end of a school year, any unused personal days, in excess of the five (5) maximum, will be reimbursed to the employee at their per diem rate.

### **5.9 Religious Observation Days**

Employees for reasons of faith or conscience or to attend an organized activity conducted under the auspices of a religious denomination, church or organization when schools are in session will be granted up to two (2) days leave for this purpose, subject to the following conditions:

1. The employee must give notice for such leave to the principal or supervisor as far in advance as possible;
2. Religious Observance Day leaves will be without pay, or arrangement must be made to make up the lost days.
3. The District has the discretion to authorize more than two (2) days of leave under this section if required to conform to federal religious accommodation standards.

### **5.10 Civic Duty Leaves**

#### 5.10.1 Attendance at the Legislature

Upon specific request of a Washington State Legislative Committee, an employee may be absent with pay for one (1) day only to give information at a committee meeting at the Legislature, if the request is related to the employee's profession. In the event such a hearing is postponed too late for the employee to remain at work or extended, upon request an additional day or days may be approved.

#### 5.10.2 Jury Duty

Leave without salary deduction will be granted to employees who are called for jury duty.

#### 5.10.3 Court Appearance

Leave may be granted for an employee to appear in court as a party plaintiff or defendant in legal proceedings other than cases resulting from the employee's ~~his or her~~ contractual relationship with the District. Leave shall be with full salary but with the cost of substitutes paid by the employee to the District.

When an employee is subpoenaed as a witness in a court proceeding unrelated to the employee's contractual relationship with the District, the leave shall be with full salary but with witness fees refunded to the District.

### **5.11 Leave of Absence**

Leaves of absence up to one (1) year without pay may be granted employees for the purpose of study, travel, childcare, family or health needs, working in a related professional field, Association or Association-related business, or when the District is planning a reduction in force, per Section 3.20.

Upon request by the employee, such leave may be renewed for up to one (1) additional year.

Employees returning from such a leave shall have first preference for and (CCL) will be guaranteed reemployment in a position for which they are qualified subject to timely written notification of the intent to return from leave (March 1) and Sections 3.20, Reduction of Employees and 3.10, Assignment and Transfer of this Agreement. The District will send a reminder of the March 1 deadline to employees on leave no later than February 1.

Application for a leave of absence will be made by March 1.

While on a non-FMLA leave of absence, the employee shall have the option of maintaining insurance coverage through COBRA.

### **5.12 Attendance at Meetings and Conferences**

Employees may be authorized to attend conferences, workshops, or events of a similar nature if the activities are advantageous to the operation of the District. Prior approval must be given for all out-of-district travel. Funding of expenses will depend on the nature of the experience, the value to the District and budgetary provisions.

1. Upon request of a principal and with approval of the Superintendent, substitute teachers will be employed to release employees in order that they might make visitations and observations or take training that will benefit students of the District. The District will provide substitutes for employees released upon approval of the District.
2. Requests by employees to participate in conferences, workshops and events which are not directed specifically towards improvement of the instructional process or to improving the employee's job performance, may be approved by the District. However, in considering authorization of such requests it will be recognized that employee's first responsibilities are to the employee's job assignment. If such a request is approved, the employee is required to reimburse the District for the cost of the substitute if one is hired during said absence

### **5.13 Association President Release Time**

In the interest of maintaining a professional and successful labor-management relationship, the District will provide no less than 0.5 FTE release for the current TEA President.

During the release, the District shall pay the salary, including payroll taxes, benefits, and health insurance, of the President as if the President was not on leave, provided that the Association shall reimburse the District monthly for the salary, payroll taxes and benefits other than health insurance of the President for the President's release time.

In addition, any credit for state retirement shall be granted on the basis of the rules and regulations as governed by that system.

Other Association officers (or the President if the above option is not exercised) shall be allowed up to forty-five (45) release days per year for the purpose of conducting Association business (in conjunction with the ESP staff, per the ESP agreement). No one person may use more than fifteen (15) days during the school year and no more than four (4) employees may be released on the same day. These days will be designated at least twenty-four (24) hours prior to use and be granted in half (1/2) day minimums. Association leave days may not be taken to promote or support strikes or any other form of work stoppage in the Tukwila School District or in any other school district. The Association shall reimburse District the cost of a substitute teacher for each of the forty-five (45) days of Association leave taken. If additional days are requested and mutually agreed upon, the Association shall reimburse the District for the cost of a substitute teacher for each additional day used.

### **5.14 Emergency Leave**

Four (4) days per year from an employee's sick leave allocation or balance will be allowed for emergency purposes which are of an unforeseen nature and beyond the control of the employee. The problem must have been suddenly precipitated and must be of such a nature that pre-planning is not possible, or where pre-planning could not relieve the necessity for the absence. Emergency leave may not be taken the day before or the day after a holiday, or in any combination for the purposes of extending vacations. Emergency leave must be cleared through the appropriate supervisor. Emergency leave shall be deducted from the accrued sick leave granted under Section 5.1.

### **5.15 Excused Absence from Job**

Certificated employees may take one day off with the cost of a substitute being paid by the employee.



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## Article 6- Compensation

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### 6.1 Compensation

The District agrees that all employees will be properly placed on the salary schedule. Employees will work 180 base contract days plus any additional days funded by the State (two (2) state Professional Learning Days (PLDs) are scheduled for 2019-20, and three in both 2020-21 and 2021-22). The two (2) PLDs in 2019-20 shall be:

- One (1) mandatory day before school for District designated activities.
- 7 optional hours as scheduled on the district calendar, historically in October, used for self-directed work performed on-site or for employee staff development as approved by a building administrator.

The three (3) PLDs beginning in 2020-21 and continuing in subsequent shall be: Two (2) days of District-designated professional development, including state requirements for professional development on social-emotional learning. The days will be scheduled as part of the calendar-setting process. An additional day scheduled on the state-designated in-service day for District/building approved professional development on site or off. As days in an employee's base contract, the expectation is that the days will be worked as scheduled, unless an employee is absent on appropriate leave.

If the legislature provides/removes funding specifically for additional days/hours this contract shall reopen to negotiate such changes in days/hours.

Appendix C contains the District's most recent salary schedule. Salaries shall be paid according to the salary schedule in the manner and to the extent provided by this Agreement.

### 6.2 Placement on Salary Schedule

#### 1. Placement and Advancement

Except as otherwise modified in this Agreement, academic credits, clock hours, and experience recognized on the State's Salary Allocation Model in the 2017-18 school year will be credited for initial placement and subsequent movement on the salary schedule. Such rules are found in Chapter 392-121 WAC and the OSPI's S-275 reporting manual. Experience and education credit recognized by the District prior to the 2018-19 school year shall continue to be recognized by the District for placement in 2019-20 and beyond. Experience credit will be allowed for verified professional work for nurses, speech language pathologists, occupational therapists, physical therapists, social workers, and any other hard-to-fill positions agreed to by the Association and District. The experience credit will be computed in the same manner as teaching experience.

Effective September 1, 2019, certificated school nurses without baccalaureate degrees initially shall be placed in the bachelor's degree column on the salary schedule on the step equal to their years of experience. These nurses are eligible to move left to right on the salary schedule through the accumulation of degrees, credits and clock hours, but no further than the baccalaureate degree plus credits/clock hours.

#### 2. Required Certificates

All certificates and credentials, or suitable proof of qualifications therefore, shall be presented prior to and no later than the commencement of the school year.

#### 3. Initial Placement

To qualify for initial placement on the salary schedule, all certificated employees must file official transcripts of college credit in the office of the Superintendent before individual contracts can be validated. Upon request applicants for employment shall be advised of their initial placement on the salary schedule.

4. Teachers should notify the Superintendent's office by July 1, annually, if they plan to enroll in classes for salary schedule credit for the purpose of District budget planning. Employees will submit official transcripts of all classes for salary schedule credit to the Human Resources office by October 1, annually.
5. Date of Professional Credit  
To qualify for professional advancement, additional professional credits of the Employee must be submitted by transcript to the Human Resources Office by the third day of the school year to be reflected as a salary increase in the September warrant. If the transcript is submitted subsequent to the third day of school, but on or before October 1, the salary increase will be retroactive to the first day of employment. No professional educational credits will be made for that contract year for credits submitted after October 1.

### **6.3 Opportunities for Professional Enrichment and Learning (OPEL) Contract, as follows:**

The District and Association agree and affirm the following beliefs: (a) the success of the Tukwila School District is dependent on hiring and retaining the highest quality educators; (b) providing a quality education for students requires from educators a commitment to the profession beyond the base contract, normal workday hours and school year; (c) state law allows additional compensation for professional learning and enrichment activities (additional time, additional responsibilities or incentives); and (d) the additional commitment required of Tukwila's educators cannot wholly be measured in hours or days.

The OPEL stipend schedule is included in Appendix D-1 and D-2 and is equal to 6.08% (*the sum of the value of the days and hours, plus the percentage difference between the negotiated maximum base salary and the state maximum base salary*) of the corresponding cell on the base salary schedule. Staff members will be placed on this schedule using the same placement rules as apply to the base contract.

- a. OPEL days/hours are to be used outside the employee's regular workday for the following responsibilities.
  - One (1) optional day before school for principal-led activities for half the day and classroom or team time for the other half of the day.
  - Employees will work and be compensated for up to one day (7 hours) per FTE for parent conferences as scheduled on the District calendar. In recognition of additional time that employees spend preparing for and attending parent conferences, an adjusted schedule day will be scheduled the day before the Thanksgiving holiday (If an employee takes leave on the day before Thanksgiving, it must be taken in a full-day increment).
  - One (1) non student day scheduled around the end of first semester to be used as semester break work time. With written notice to their supervisor, educators may choose to complete this time off-site and on a different day(s).

For 2020 and beyond, the employee contract includes twenty-five (25) hours (pro-rated by FTE) for: thirteen (13) hours will be for the purpose of professional development related to District initiatives, including technology and the remaining twelve (12) hours will be related to the SIP and District strategic plan as determined by the employee with the approval of his or her principal or supervisor (Appendix D-2).

For 2019- 2020, only, sixteen (16) hours will be for the purpose of professional development related to District initiatives, including technology and the remaining hours will be related to the SIP and District strategic plan as determined by the employee with the approval of his or her principal or supervisor (Appendix D-1). Activities that the employee may choose from include, but are not limited to:

- attend workshops, classes or trainings pertaining to the instructional framework
- implement learning from workshops, classes or trainings
- work outside the work day in PLC, grade or program team
- curriculum or program development

Employee time may be outside of the workday or during the work day where contracted planning time is utilized. When an employee is directed to attend professional development during the work day, the employee may designate up to two (2) hours for a full day or one (1) hour for a half (½) day of their 32 hours.

Part-time employees will have the mandatory and optional days and hours prorated according to the fraction of the day and/or year worked.

<b>Contracted Days &amp; Hours</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21 and ongoing</b>
Base instructional days	180	180	180
Base PLDs	0	2 (Previously Superintendent's Day and October 7 hours)	3 (District-designated professional development, historically scheduled two days in August and one day in October (may change with mutual agreement during calendar negotiations))
TRI/OPEL Days	5 Days: Superintendent Day Principal/Employee Day October 7 hours Conference 7 hours Semester Day	3 Days: Principal/Employee Day Conference Day Semester Day	3 Days: Principal/Employee Day Conference Day Semester Day
TRI/OPEL Hours	32: 16 District 16 Employee-Supervisor Plan	32: 16 District 16 Employee-Supervisor Plan	25: 13 District 12 Employee-Supervisor Plan

b. The balance of the OPEL stipend compensates educators for their responsibility to be prepared to educate the students of the Tukwila community, embracing all of its cultural, and socio-economic diversity. Those responsibilities include:

- Engaging with parents/guardians/caretakers for educational purposes to ensure student success in an effective manner regardless of the family's background;
- Participating in employee-identified professional learning communities, in addition to work with the professional learning community related to their assignment in the District;
- Participation in professional growth activities beyond those designated in this Agreement or assigned by the District;
- Preparation, before the first day of school, of a learning environment that is conducive to learning; and is attractive, and safe.

c. September 1, 2020 employees shall be compensated by the state inflationary adjustment (implicit price deflator, IPD). September 1, 2021 employees shall be compensated the larger of the IPD or five percent (5%). If the following calculation generates an increase larger than that described above, employees shall be compensated by the rate established by determining the average total compensation of the following four (4) school districts: Highline, Kent, Renton and Seattle. The calculation shall be made no later than September 15 each year for application beginning on the September pay warrant. If the necessary data is not available by September 15, the current rate will remain in effect until the data is available, at which time the new rate will be paid retroactively on the pay day following the first payroll cut-off date after the data becomes available. The average compensation shall be determined by using the Washington Education Association annual Salary + Enrichment Report and finding the average of the four (4) districts for the bachelor's degree plus zero years of experience, the average of the master's degree plus maximum years of experience and averaging those two numbers. That resulting average will establish the differential percentage, if any, between District base compensation for the previous school year and the base compensation for that school year. This compensation is for professional responsibilities conducted outside the contracted work day and that are necessary for successful employees to fully meet the obligations of their positions.

d. All OPEL payments shall be paid on a supplemental contract. Employees must work the responsibilities, days and hours provided in subsections (a) and (b) of this section to receive their full OPEL contract, which is compensation for work outside their base contract requirements. OPEL payments shall be conditional on passing levies during the term of this agreement and collection of both a Spring and a Fall levy amount in the school year in which the additional stipend is to be paid. If the legislature significantly reduces the District's levy base this agreement shall reopen to negotiate such impacts on the OPEL provisions of this section.

#### **6.4 Special Education Teacher Recruitment Incentive**

1. A recruitment incentive of \$1,000 will be provided to newly hired special education teachers (first year only).
2. A recruitment incentive of \$3,000 will be provided for current general education staff transferring to a special education teaching position (first year only).

#### **6.5 Additional Days**

##### **6.5.1 New Employee Orientation Day and Beginning Teacher Assistance Day**

Each new employee shall be required to attend a New Employee Orientation Workshop on a day and a half (1.5 days) prior to the beginning of the school year. This orientation will include the following information.

- (1) Hours, location of work, school calendar, job responsibilities and placement on the salary schedule.
- (2) Instruction on required permits and/or licenses for the position.
- (3) Explanation of insurance plans and options.
- (4) An introduction to supervisory staff.

The District will also inform new employees that the Association will be available at 3:00 PM after the District's first Workshop Day to meet with employees to explain their role as exclusive bargaining representative.

The Association will provide the following information:

- (1) Copy of this Agreement
- (2) Authorization for deduction of Association membership fee and/or representation fee.
- (3) A personal introduction to officers.

### 6.5.2 Extended Work Year Employees

The following positions that require work beyond the contracted school year, will be paid at a per- Diem rate for the number of additional days as listed.

School Psychologists	10 days
Social Worker	5 days
Speech Language Pathologist	5 days
Health Coordinator	10 days
District Library Coordinator	10 days
Library Media Specialist	10 days
School Counselors	10 days (Counselor may not be required to work more than six (6) working days prior to the first employee day or six (6) working days after the last student day)
New Employees	1.5 days (see #1 above)
TOSAs	To be determined

## **6.6 Extra-Curricular Activities**

### 6.6.1. Contracts

Additional compensation will be granted to certificated Employees employed on extra-curricular and extended contracts for duties relating to activities designated by the District.

Employment for extra-curricular activities shall be on supplementary contracts. The supplementary contract is not a continuing contract. The assignment may or may not be renewed for the subsequent year. Renewal of the extended contract shall be made upon a yearly assessment of the effectiveness of the Employee. The extended contract will be offered at any time prior to the beginning of the extra-curricular activity.

Employment for extra-curricular activities is the responsibility of the Superintendent who shall issue the

supplementary contract. Recommendation for the positions may be presented by the building principal. The teaching contract status of a certificated Employee shall not be affected by their performance of the extra-curricular duties.

Performance in extra-curricular assignments will be evaluated at the end of the activity for the school year by the appropriate building principal(s). Upon recommendation the employee may be advanced one step on the extra-curricular salary schedule. Advancement shall be based upon satisfactory performance and is not automatic from one year to the next.

An Employee may attain the fifth step on the salary schedule by fulfilling advancement through the first four steps of the salary schedule.

Individuals entering an activity for the first time, or moving from another activity, will begin at Step 1 for the position contracted.

Individuals moving from a similar extra-curricular position in another school district shall normally begin at Step 1. At the discretion of the Superintendent, giving consideration for outstanding abilities and proven competence in the other districts, a new employee may be placed at any of the first four steps.

The fact that an extra-curricular position is listed is not necessarily an indication that the position will be filled each year.

#### 6.6.2. Non-Athletic Activities

Position	Step 1	Step 2	Step 3	Advanced Step 4	Step 5
Debate – HS					
With class offering	\$2,499	\$2,927	\$3,320	\$3,749	\$4,570
Without class offering	\$4,070	\$4,498	\$4,891	\$5,319	\$5,712
Dramatic – HS	\$2,499	\$2,927	\$3,320	\$3,749	\$4,570
Annual – HS	\$3,575	\$3,950	\$4,358	\$4,733	\$5,516
Annual – MS	\$2,383	\$2,792	\$3,166	\$3,575	\$4,358
Choral Music – HS	\$2,792	\$2,792	\$3,166	\$3,575	\$3,950
Choral Music – MS	\$817	\$1,226	\$1,600	\$2,009	\$2,792
Instrumental – HS	\$3,575	\$3,950	\$4,358	\$4,733	\$5,516
Instrumental – MS	\$817	\$1,226	\$1,600	\$2,009	\$2,792
Publications – HS					
With class offering	\$2,109	\$2,499	\$2,927	\$3,320	\$4,141
Without class offering	\$3,677	\$4,106	\$4,498	\$4,927	\$5,355
Outdoor Education	\$511	\$647	\$817	\$987	\$1,294
Robotics (per Coach)	\$1500	\$1500-	\$1500	\$1500	\$1,500
AVID Site Coordinator-MS and HS	\$3000	\$3000	\$3000	\$3000	\$3,000

Curriculum Rate	Employee's per diem
Site or Steering Council	\$325 per annum, \$425 if employee serves as chair
Home/Hospital Rate	Employee's per diem

Other activities: Activity to be approved by supervisor and the Association President or designee, stipend amount determined prior to the issuance of supplemental contract.

Summer school hourly rate shall be the hourly rate for employee based on their salary schedule (as per section 6.2 Placement on Salary Schedule).

All curriculum council positions will be posted for a minimum of ten (10) days.

**6.6.3. Department Head and Elementary Grade Level Lead Positions**

Department heads for the following areas at the middle school and high school will be selected by the following process. The department members shall propose a department head candidate to the building principal. The building principal may then either select the proposed candidate or choose a different department member to serve as department head.

- a. High School Areas:
 

English	Arts (Art, Music, Drama)
Math	Vocational (Business, Life Science, Publications)
Science	Health/Physical Education
Social Studies	Special Education
Foreign Language/ELL	Counseling
  
- b. Middle School Areas:
 

English/Language Arts	Foreign Language/ELL
Math	Arts (Art, Music, Drama)
Science	Health/Physical Education
Social Studies	Special Education
Counseling	

Pay schedule:

1-2 FTE in department	\$1,000.00
1-3 FTE in department	\$1,500.00
3.1+ FTE in department	\$2,000.00

(Job descriptions will be created by the District.)

c. Each elementary school is allocated five (5) stipends of \$500 and one (1) stipend of \$650. Each elementary school shall have designated grade band and specialist teams, equal to six (6) teams. A lead

shall be designated for each team. Team leaders shall make up the building site leadership team. The co-chair of the site leadership team shall receive the \$425 stipend. Elementary grade level/specialist leads will be selected by the following process:

- Each grade band team shall propose a lead to the building principal. The building principal may then either select the proposed candidate or choose a different lead to serve as the grade band team lead.
- For specialists, one lead shall be selected using the same process.

#### 6.6.4 Peer Resource Opportunity Program (PRO Program)

Up to fifteen (15) teachers will be selected each year to act as a resource for employees in their initial years of employment with the District. The teachers selected to be PROs will be compensated for up to 35 hours per school year to be paid at their per diem rate on a timesheet.

In selecting employees to fill these "PRO" roles, the District will give first priority to employees who have at least twenty (20) years of professional experience as a certificated employee, including at least fifteen (15) years of successful certificated experience in the District.

Priority for selection does not include individual employees who have performed two or more years of such PRO service.

#### 6.6.5 National Board Stipend

The District will pay each employee eligible for National Board stipends (base and challenged schools) no later than the June paycheck when the legislature has authorized funding of such stipends for that school year.

The District will provide a \$1,000.00 per FTE stipend per year for staff who obtain National Board Teacher Certification or equivalent certification for school psychologists, speech-language pathologists, occupational therapists, physical therapists, beginning in the year certification is obtained.

*Note: If Social Workers have National Certification equivalent to National Board Cert, Labor Management will agree to stipend above.*

#### 6.6.6 Compensation for Change in Teaching Assignment and/or Classroom Assignment

The District commits to a process that will inform teachers of teaching assignments and classroom assignment for the following year, to the extent possible, by the end of the school year. Each administrator will provide an opportunity for employee input.

Employees will be notified of a change in discipline area (i.e. English to social studies) at the secondary schools and classroom or grade level at the elementary schools for the following school year before the last day of school. When this does not occur, an employee will be provided one (1) day of pay to adequately prepare for instruction in the new discipline area.

Employees will be notified of a change in classroom for the following school year before the last day of school. When this does not occur, an employee will be provided two (2) days of pay to cover their additional time in moving materials and supplies and setting up the classroom.



## **6.7 Benefits**

Through December 31, 2019:

The state entitled benefit per FTE will be provided.

Benefit payment rates for part-time employees will be prorated according to the fraction of the day and year worked for any employee starting part-time employment after September 1, 1983.

The state entitled benefit rate is defined as the amount funded on a monthly amount per FTE by the state. The state entitled benefit per FTE, will be allocated first to the group benefit rate for dental insurance, second to the group benefit rate for vision insurance and third to the group benefit rate for long term disability insurance. The remainder of the state entitled benefit per FTE, after allocation to dental insurance, vision insurance, and long-term disability insurance may be allocated to the group benefit rate for medical insurance. If the amount available for medical insurance does not cover the cost of the individual employee's medical insurance, the employee shall provide the difference through an authorized payroll deduction.

After the state-entitled benefit per FTE has been applied to all employees (or prorated fraction for part time employees), the excess dollars shall be placed in a pool. The District will provide an additional \$50,000 per year in the insurance pool. If the manner of funding and providing employee benefits changes during the term of this agreement, the parties agree to reopen the contract to discuss the consequences for the District's contribution to the insurance pool.

Insurance premiums and plans shall be provided consistent with state law.

Eligible employees may select appropriate medical coverage for themselves and others as allowed by each individual insurance carrier. Plans available for benefits are as follows:

- |    |         |           |   |
|----|---------|-----------|---|
| 1. | LTO     | Mandatory |   |
| 2. | Vision  | Mandatory |   |
| 3. | Dental  | Mandatory | WEA WDS Plan I<br>WEA WDS DeltaCare<br>WEA Willamette |
| 4. | Medical | Optional  | Premera PP02, PP03, PP05, PHDHP, PEC<br>Group Health  |

All members of the Association will participate in the VEBA plan for sick leave buy-out at retirement. The Association agrees to hold the District harmless from any penalties, interest, or other costs if the Internal Revenue Service (IRS) determines that the VEBA plan does not comply with IRS rules and regulations.

Beginning January 1, 2020 the District will remit to the School Employees Benefits Board (SEBB) the state-designated employer contribution for each eligible employee monthly. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a

Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance.

- a. Eligibility – Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage.
- b. Benefit Enrollment/Start – Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except as provided by law or rule.
- c. Continuity of Coverage – When a new employee to the District was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.  
If an employee's hours are reduced by the District so that the employee is no longer anticipated to work 630 hours or more during the school year, the District will maintain their full insurance coverage until August 31 as if the employee's hours had not been reduced.
- d. Benefit Termination/End – Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full school year obligations (i.e. the end of the student school year in June) benefit coverage will continue until August 31, to the extent permitted by SEBB. Individuals who are retiring or resigning are encouraged to consult with SEBB and Human Resources regarding the best timing for notifying the District of their plans and providing notice of their specific retirement or resignation date.
- e. Declining Coverage – With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their paychecks for this purpose. If an employee does not act to decline coverage the District must sign the employee up for the SEBB default plan.
- f. Compliance and Legislative Changes – All provisions of this section shall be interpreted consistent with the rules and regulations of SEBB. If the Washington State Legislatures changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this *section* for negotiation over the changes to the extent allowed by law.

## **6.8 Travel**

Employees authorized to use their private automobile to travel on school business shall be compensated at the District provided rate, but not less than the IRS rate. All employees who, by nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at this rate.

## **6.9 Payroll Deductions**

All salaries are subject to payroll deductions for:

1. Public Employees' Retirement Systems;

2. Withholding tax;
3. OASI;
4. Absence not provided for by leaves (computed at per diem based on the employees' annual salary for each day's absence).
5. Overpayments made in error, provided that the repayment will be recouped over the same amount of time as the overpayment occurred or was discovered, if the employee chooses.

The following deductions may be made if authorized by the individual:

1. Additional withholding tax;
2. Approved medical plans;
3. Salary insurance;
4. Tax sheltered annuities;
5. Payments to Washington School Employees' Credit Union;
6. Other approved insurance programs;
7. Dues.

#### **6.10 Payment Provisions**

All employees shall be paid in twelve (12) monthly installments. Each payment shall contain one twelfth (1/12) of the contracted salary. Payroll compensation shall be issued to the employee on the last business day of each month.

All compensation owed to an employee who is leaving the District shall, upon request, be paid within the next payroll period.

#### **6.11 Pay for School/District Curriculum Committees**

Employees may voluntarily serve on curriculum committees at the request of their school (or building)/District administrator. Pay for assigned curriculum committee work by employees will occur as follows: If curriculum meetings occur outside the regular school hours, the employee will be reimbursed for each hour of work at per diem.

#### **6.12 Sick Leave Buy Back**

In January, if a minimum of sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated during the previous school years at a rate equal to one (1) day's monetary compensation of the Employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or

injury at a rate of four (4) days for every one (1) day's monetary compensation provided that no Employee may receive compensation for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

Should the eligible Employee separate from school district employment due to death during the term of this agreement, the eligible Employee or the Employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each full four (4) days accrued leave for illness or injury. Monies received under this article shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State of Washington.

Leave provided shall not accumulate from one calendar year to another calendar year greater than a maximum of one hundred eighty days (180) for sick leave buyback purposes. The maximum number of days that may be converted pursuant to death shall be one hundred eighty (180) days.

This benefit shall be provided consistent with state laws.

### **6.13 Section 125 Plan**

The District will provide a Section 125 Plan for employee-paid basic benefit premium amounts.

### **6.14 Substitute Pay**

The Board reserves the right to set substitute pay rates, provided that, if the rates set for substitutes covered by this agreement is not at least \$5 more than the rate for casual substitutes, the district agrees to reopen negotiations for Section 1.2.2 Substitutes employees.

If a substitute shows up as called and is subsequently not needed, he/she may be reassigned by the substitute office or be assigned to an alternate assignment at the building by the building principal, for the period of the original assignment.

## **Article 7 - Grievance Process**

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In the event that any difference arises between the Tukwila School District and any employee or the Association, concerning the interpretation, application, or compliance with the provisions of this Agreement, such difference shall be deemed to be a grievance and will be addressed through this procedure. A "Grievant" shall mean an employee or a group of employees or the Association filing the grievance. The Association and District are committed to resolving grievances appropriately, at the lowest level and as quickly as possible.

### 7.1 Definitions

1. A grievance is an alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.
2. "Days" shall mean days that the District office is open to the public.

3. Individual rights shall not be limited by the Association. A grievant may speak on their own behalf. Individual employees having a complaint shall take care of that complaint through proper administrative channels. The agreement or complaint must be consistent with the grievance procedure. The Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Association has the sole discretion to initiate an arbitration pursuant to Section 7.2.c.ii of this article.
4. A grievant may be represented at all stages of the grievance procedure by the grievant and/or an Association representative.
5. A grievance form mutually agreed upon will be used in all grievance procedures.

## 7.2 Procedure for Processing Grievances

### a. Level I – Immediate Supervisor or District Administrator

- i. Informal Meeting-- Within twenty (20) days of becoming aware of the alleged grievance, the grievant and/or the Association representative shall schedule an informal grievance meeting to verbally present a grievance, including the contract provisions under discussion, to the immediate supervisor, or to the appropriate District Administrator for a grievance at more than one worksite, or involving a decision not made by the grievant's supervisor. Every effort will be made at this level to resolve the grievance. The immediate supervisor will submit their decision or the agreed resolution in writing to the grievant within ten (10) days of the informal meeting. If no resolution is reached within ten (10) days following the informal meeting, the grievant or Association may move the grievance to Level I (ii)
- ii. If no settlement is reached at the Level I Informal Meeting, the grievance will be reduced to writing and presented within fifteen (15) days following the Informal Meeting to the immediate supervisor or District Administrator for reconsideration.  
The "Statement of Grievance" shall name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

The immediate supervisor or District Administrator, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor or District Administrator shall answer the grievance in writing. The answer shall include the specific reasons upon which the decision is based, within five (5) days of receiving the grievance and shall concurrently send a copy of the grievance, their decision and all supportive evidence to the grievant(s), Association representative and

the Superintendent.

b. Level II – Human Resources

Within ten (10) days of receipt of the written decision at Level I (ii), if the grievant or Association Representative are not satisfied with the decision, a written grievance shall be presented to the Executive Director of Human Resources. The Executive Director of Human Resources shall schedule a meeting within five (5) days with the grievant and/or Association Representative. Following the meeting, the Executive Director of Human Resources shall answer the grievance in writing within five (5) days. The answer shall include the specific reasons upon which the decision is based, and the Executive Director for Human Resources shall concurrently send a copy of the grievance, their decision and all supportive evidence to the grievant(s), Association representative and the Superintendent.

c. Level III – Superintendent

If no satisfactory settlement is reached at Level II, the grievance may be appealed to Level III, Superintendent or designee (someone who has not heard the grievance previously), within ten (10) days of the receipt of the decision rendered in Level II.

The Superintendent or designee shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within five (5) days of the receipt of the Level II Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

The Superintendent or designee shall provide a written decision, incorporating the specific reasons upon which the decision was based to the grievant(s), Association representative, and immediate supervisor, within ten (10) days from the conclusion of the meeting.

d. Level IV – Final Dispute Resolution Options

- i. Mediation -The District and the Association may mutually agree to utilize the mediation process before consideration of arbitration or a statutory hearing in accordance with the rules stated in 3.20.4
- ii. Arbitration or a Statutory Hearing
  - a) Arbitration-If no satisfactory settlement is reached at Level III, the Association within fifteen (15) days of the receipt of the Level III decision may notify the District of an intent to submit the

grievance to arbitration. The parties shall first attempt to mutually agree upon the selection of an arbitrator. If the parties are unable to agree upon an arbitrator, the parties shall utilize the procedures of the American Arbitration Association. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

Notice shall be given to both parties of the time and place of the hearing.

The Arbitrator's decision will be in writing and will set forth their finding of fact, reasoning and conclusion on the issues submitted to them. The decision of the Arbitrator shall be final and binding upon the Employer, the Association, and the grievant(s).

Jurisdiction of Arbitrator - The arbitrator shall be without power or authority to add to, subtract from, or alter, any of the terms of this Agreement.

The Arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law.

- b) Statutory Hearing-The staff member or the Association may choose to appeal discipline involving adverse action through the statutory hearing process.

### 7.3 Mediation Rules –

The Employer and the Association agree to a procedure for the mediation of grievances in accordance with the following:

- a. A grievance may be referred to mediation if the Association is not satisfied with the disposition of the grievance at Level III of the grievance process contained within the collective bargaining agreement, or if no written decision has been received from the District within the time limits prescribed in Level III.
  
- b. The Association must notify the District in writing within five (5) days of the conclusion of Level III of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) days prior to the Association's contractual deadline for the submission of a grievance to arbitration or within five (5) days of receipt of the written notification, whichever is sooner.
  
- c. The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to

submit a grievance to mediation, then the timelines and procedures contained within the grievance process of the collective bargaining agreement, which provide for the submission of a grievance to binding arbitration, shall be held in abeyance until such time as written notification of appeal is provided by the Association to the District.

The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and process contained within the collective bargaining agreement, which provide for the submission of a grievance to binding arbitration, shall be enforced.

d. Within five (5) days following the agreement of the District and the Association to mediate the grievance, the parties shall have mutually agreed on a mediator or else the parties shall discontinue mediation and the Association may pursue the grievance in accordance with the arbitration provisions of this Agreement.

e. The grievant shall have the right to be present at the mediation conference.

f. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

g. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.

h. The presentation of facts and consideration shall not be limited to those presented at Level I or Level II of the grievance process. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed.

i. Written material presented to the mediator shall be returned to the party representing that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

j. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.



k. If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with Section 3.20 of the collective bargaining agreement between the parties. If the Association desires to appeal the grievance to arbitration, written notice of such appeal must be made within ten (10) days following the termination of the mediation conference.

l. The mediator shall conduct no more than three (3) mediations per day.

m. Starting time for the mediation shall be agreed to by the District and the Association.

n. The parties have agreed upon these rules for Mediation.

o. The fees and expenses of the mediator shall be shared equally by the parties.

7.4 Time Limits - Time limits provided in this process may be extended by mutual agreement when signed by the parties.

Failure on the part of the Employer at any step of this process to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this process.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employer's answer to the previous step.

7.5 Accelerated Grievance Filing - In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances involving more than one building will be lodged at Level II of this process.

7.6 Costs - The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

7.7 Reprisals - No reprisals of any kind will be taken by the District against the employee or group of employees because of participation in the grievance process.

7.8 Release time - Should the investigation or processing of the grievance require that an employee or an Association representative be released from their regular assignment, they shall be released without loss of pay or benefits if the employee or Association member has prior approval of the Superintendent or the Board.

7.9 Providing Information - The District and the Association will cooperate with each other in resolving grievances, and each will make every effort to provide the other with requested information relative to the grievance.

7.10 Confidentiality - All matters pertaining to specific grievances shall not be unnecessarily or indiscriminately released, disclosed, or divulged by any participant in the grievance process. All documents, communications and records dealing with a grievance shall be filed separately from the personnel file of the participants.

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### Article 8- Duration

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This agreement shall be effective as of September 1, 2019, shall be binding upon the District, the Association, and their members and shall remain in full force and effect through August 31, 2022. Any item to be considered for negotiations during that period must be by mutual agreement of both parties. Either party may upon written notice to the other, but not later than sixty (60) days prior to the aforesaid expiration date of the Agreement, indicate its desire to negotiate a successor agreement.

Throughout the effective period of this agreement, the Association and District, will focus collaboratively in the following areas:

- HOPE Team- Student Discipline
- Evaluation Instruments for certificated staff who are not classroom teachers
- Special Education Advisory Committee

TUKWILA EDUCATION ASSOCIATION

TUKWILA SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_

Brian Seigel  
President  
Tukwila Education Association

Dr. Lester "Flip" Herndon  
Superintendent  
Tukwila School District #406

Date \_\_\_\_\_

Date \_\_\_\_\_

**Appendix A – 2019-2020 Tukwila School District Calendar**

## 2019-2020 School Calendar

**Tukwila School District**  
 4640 S 144th St  
 Tukwila, Washington 98168  
 206-901-8000 (Main) | 206-901-8016 (Fax)

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
September 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
School Days: 19						
October 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
School Days: 22						
November 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
School Days: 18						
December 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
School Days: 15						
January 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
School Days: 17						

Aug 15	Foster High New Student Registration
Aug 22	K-8 Student Registration
Aug 28	All Staff Kickoff Day
Aug 29	Building Directed Day for Cert Staff
Sept 2	Labor Day
Sept 4	First Day of School
Sept 4-6,9	WaKIDS -Early Release for Kindergarten
Sept 18	Early Release
Oct 11	No School Cert TRI 3 Optional Day
Oct 23	Early Release
Nov 6-8	Early Release - Parent Conferences
Nov 11	No School - Veterans Day
Nov 27	Early Release - Thanksgiving Break
Nov 28-29	No School - Thanksgiving Break
Dec 23-Jan 3	No School - Winter Break
Jan 15	Early Release
Jan 20	No School - Dr. Martin Luther King, Jr. Day
Jan 31	No School - Teacher TRI Day
Feb 12	Early Release
Feb 17	No School - Presidents' Day
Feb 18	No School - Mid-Winter Break
Mar 11	Early Release
Apr 6-10	No School - Spring Break
Apr 15	Early Release
May 22	No School or Snow Make-Up Day if needed
May 25	No School - Memorial Day
June Date TBD	Foster High School Graduation
June 3	Early Release
June 17	Last Day of School - Early Release
June 18	Snow Make-Up Day if needed
<b>Early Release Wednesday (Teacher Training)</b>	
Foster and Showalter release at 11:30 a.m.	
Elementary Schools release at 12:45 p.m.	
September	18
October	23
January	15
February	12
March	11
April	15
May	20
June	3

February 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
School Days: 18						
March 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
School Days: 22						
April 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
School Days: 17						
May 2020						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
School Days: 19						
June 2020						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
School Days: 13						
July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

End of Quarter (Middle and High School)		End of Trimesters (Elementary)		Early Learning Programs - Students	
First Quarter	Nov 6	First Trimester	Dec 12	Sept 4-9	WaKIDS
Second Quarter	Jan 30	Second Trimester	Mar 16	Sept 12	First Day Head Start
Third Quarter	April 15	Third Trimester	June 17	Sept 19	First Day ECEAP
Fourth Quarter	June 17			June 5	Last Day Head Start
				June 9	Last Day ECEAP

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## Appendix B – 2019-2020 Tukwila School District Salary Schedule for Certificated Instructional Staff

The following schedule is used to determine compensation for certificated instructional staff (i.e., teachers and educational staff associates) for the Tukwila School District. **ACTUAL SALARIES ARE DETERMINED IN LOCAL NEGOTIATIONS.** Questions regarding individual employee compensation should be directed to the Human Resources office.

Table of Total Salaries for K–12 Certificated Instructional Staff for 2019-2020

Years of Service	Elements	BA-0	BA-15	BA-30	BA-45	BA-90	G-135	MA-0	MA-45	MA-90
0	<b>Base Salary</b>	<b>55,355</b>	<b>56,791</b>	<b>58,277</b>	<b>59,769</b>	<b>64,551</b>	<b>67,633</b>	<b>65,927</b>	<b>70,710</b>	<b>73,794</b>
	OPEL 6.08%	3,367	3,455	3,545	3,636	3,926	4,114	4,010	4,301	4,489
	<b>Total</b>	<b>58,722</b>	<b>60,246</b>	<b>61,822</b>	<b>63,405</b>	<b>68,477</b>	<b>71,747</b>	<b>69,937</b>	<b>75,011</b>	<b>78,283</b>
1	<b>Base Salary</b>	<b>56,808</b>	<b>58,262</b>	<b>59,767</b>	<b>61,325</b>	<b>66,157</b>	<b>69,220</b>	<b>67,372</b>	<b>72,204</b>	<b>75,266</b>
	OPEL 6.08%	3,455	3,544	3,636	3,730	4,024	4,211	4,098	4,392	4,578
	<b>Total</b>	<b>60,263</b>	<b>61,806</b>	<b>63,403</b>	<b>65,055</b>	<b>70,181</b>	<b>73,431</b>	<b>71,470</b>	<b>76,596</b>	<b>79,844</b>
2	<b>Base Salary</b>	<b>57,487</b>	<b>58,956</b>	<b>60,478</b>	<b>62,157</b>	<b>66,973</b>	<b>70,071</b>	<b>68,086</b>	<b>72,902</b>	<b>75,999</b>
	OPEL 6.08%	3,497	3,586	3,679	3,781	4,074	4,262	4,141	4,435	4,623
	<b>Total</b>	<b>60,984</b>	<b>62,542</b>	<b>64,157</b>	<b>65,938</b>	<b>71,047</b>	<b>74,333</b>	<b>72,227</b>	<b>77,337</b>	<b>80,622</b>
3	<b>Base Salary</b>	<b>58,190</b>	<b>59,672</b>	<b>61,214</b>	<b>62,940</b>	<b>67,753</b>	<b>70,923</b>	<b>68,760</b>	<b>73,565</b>	<b>76,741</b>
	OPEL 6.08%	3,540	3,630	3,723	3,829	4,121	4,314	4,183	4,475	4,668
	<b>Total</b>	<b>61,730</b>	<b>63,302</b>	<b>64,937</b>	<b>66,769</b>	<b>71,874</b>	<b>75,237</b>	<b>72,943</b>	<b>78,040</b>	<b>81,409</b>
4	<b>Base Salary</b>	<b>58,879</b>	<b>60,429</b>	<b>61,975</b>	<b>63,765</b>	<b>68,604</b>	<b>71,797</b>	<b>69,468</b>	<b>74,307</b>	<b>77,503</b>
	OPEL 6.08%	3,582	3,676	3,770	3,879	4,173	4,367	4,226	4,520	4,714
	<b>Total</b>	<b>62,461</b>	<b>64,105</b>	<b>65,745</b>	<b>67,644</b>	<b>72,777</b>	<b>76,164</b>	<b>73,694</b>	<b>78,827</b>	<b>82,217</b>
5	<b>Base Salary</b>	<b>60,142</b>	<b>61,699</b>	<b>63,261</b>	<b>65,151</b>	<b>69,970</b>	<b>73,229</b>	<b>70,740</b>	<b>75,563</b>	<b>78,821</b>
	OPEL 6.08%	3,658	3,753	3,848	3,963	4,256	4,454	4,303	4,596	4,795
	<b>Total</b>	<b>63,800</b>	<b>65,452</b>	<b>67,109</b>	<b>69,114</b>	<b>74,226</b>	<b>77,683</b>	<b>75,043</b>	<b>80,159</b>	<b>83,616</b>
6	<b>Base Salary</b>	<b>60,874</b>	<b>62,395</b>	<b>64,012</b>	<b>65,995</b>	<b>70,792</b>	<b>74,069</b>	<b>71,479</b>	<b>76,276</b>	<b>79,551</b>
	OPEL 6.08%	3,703	3,795	3,894	4,014	4,306	4,505	4,348	4,640	4,839
	<b>Total</b>	<b>64,577</b>	<b>66,190</b>	<b>67,906</b>	<b>70,009</b>	<b>75,098</b>	<b>78,574</b>	<b>75,827</b>	<b>80,916</b>	<b>84,390</b>
7	<b>Base Salary</b>	<b>62,159</b>	<b>63,704</b>	<b>65,340</b>	<b>67,432</b>	<b>72,302</b>	<b>75,667</b>	<b>72,862</b>	<b>77,728</b>	<b>81,095</b>
	OPEL 6.08%	3,781	3,875	3,975	4,102	4,398	4,603	4,432	4,728	4,933
	<b>Total</b>	<b>65,940</b>	<b>67,579</b>	<b>69,315</b>	<b>71,534</b>	<b>76,700</b>	<b>80,270</b>	<b>77,294</b>	<b>82,456</b>	<b>86,028</b>
8	<b>Base Salary</b>	<b>64,040</b>	<b>65,669</b>	<b>67,346</b>	<b>69,610</b>	<b>74,543</b>	<b>78,033</b>	<b>75,038</b>	<b>79,973</b>	<b>83,459</b>
	OPEL 6.08%	3,895	3,995	4,096	4,234	4,534	4,747	4,564	4,865	5,077
	<b>Total</b>	<b>67,935</b>	<b>69,664</b>	<b>71,442</b>	<b>73,844</b>	<b>79,077</b>	<b>82,780</b>	<b>79,602</b>	<b>84,838</b>	<b>88,536</b>
9	<b>Base Salary</b>	<b>64,040</b>	<b>67,706</b>	<b>69,465</b>	<b>71,810</b>	<b>76,860</b>	<b>80,468</b>	<b>77,237</b>	<b>82,289</b>	<b>85,895</b>
	OPEL 6.08%	3,895	4,118	4,225	4,368	4,675	4,895	4,698	5,005	5,225
	<b>Total</b>	<b>67,935</b>	<b>71,824</b>	<b>73,690</b>	<b>76,178</b>	<b>81,535</b>	<b>85,363</b>	<b>81,935</b>	<b>87,294</b>	<b>91,120</b>
10	<b>Base Salary</b>	<b>64,593</b>	<b>68,257</b>	<b>72,160</b>	<b>74,675</b>	<b>79,791</b>	<b>83,521</b>	<b>80,103</b>	<b>85,222</b>	<b>88,947</b>
	OPEL 6.08%	3,929	4,152	4,389	4,542	4,854	5,080	4,872	5,184	5,410
	<b>Total</b>	<b>68,522</b>	<b>72,409</b>	<b>76,549</b>	<b>79,217</b>	<b>84,645</b>	<b>88,601</b>	<b>84,975</b>	<b>90,406</b>	<b>94,357</b>
11	<b>Base Salary</b>	<b>64,593</b>	<b>68,257</b>	<b>72,160</b>	<b>77,056</b>	<b>82,285</b>	<b>86,087</b>	<b>82,486</b>	<b>87,715</b>	<b>91,515</b>
	OPEL 6.08%	3,929	4,152	4,389	4,687	5,005	5,236	5,017	5,335	5,567
	<b>Total</b>	<b>68,522</b>	<b>72,409</b>	<b>76,549</b>	<b>81,743</b>	<b>87,290</b>	<b>91,323</b>	<b>87,503</b>	<b>93,050</b>	<b>97,082</b>
12	<b>Base Salary</b>	<b>64,593</b>	<b>68,257</b>	<b>72,160</b>	<b>79,361</b>	<b>84,845</b>	<b>88,760</b>	<b>84,960</b>	<b>90,271</b>	<b>94,191</b>
	OPEL 6.08%	3,929	4,152	4,389	4,827	5,161	5,399	5,168	5,491	5,729
	<b>Total</b>	<b>68,522</b>	<b>72,409</b>	<b>76,549</b>	<b>84,188</b>	<b>90,006</b>	<b>94,159</b>	<b>90,128</b>	<b>95,762</b>	<b>99,920</b>
13	<b>Base Salary</b>	<b>64,593</b>	<b>68,257</b>	<b>72,160</b>	<b>79,361</b>	<b>87,467</b>	<b>91,499</b>	<b>87,521</b>	<b>92,893</b>	<b>96,926</b>
	OPEL 6.08%	3,929	4,152	4,389	4,827	5,320	5,566	5,324	5,651	5,896
	<b>Total</b>	<b>68,522</b>	<b>72,409</b>	<b>76,549</b>	<b>84,188</b>	<b>92,787</b>	<b>97,065</b>	<b>92,845</b>	<b>98,544</b>	<b>102,822</b>
14	<b>Base Salary</b>	<b>64,593</b>	<b>68,257</b>	<b>72,160</b>	<b>79,361</b>	<b>90,099</b>	<b>94,340</b>	<b>90,159</b>	<b>95,700</b>	<b>99,769</b>
	OPEL 6.08%	3,929	4,152	4,389	4,827	5,480	5,739	5,484	5,821	6,069
	<b>Total</b>	<b>68,522</b>	<b>72,409</b>	<b>76,549</b>	<b>84,188</b>	<b>95,579</b>	<b>100,079</b>	<b>95,643</b>	<b>101,521</b>	<b>105,838</b>
15	<b>Base Salary</b>	<b>64,593</b>	<b>68,257</b>	<b>72,160</b>	<b>79,361</b>	<b>92,342</b>	<b>96,687</b>	<b>92,396</b>	<b>98,084</b>	<b>102,258</b>
	OPEL 6.08%	3,929	4,152	4,389	4,827	5,617	5,881	5,620	5,966	6,220
	<b>Total</b>	<b>68,522</b>	<b>72,409</b>	<b>76,549</b>	<b>84,188</b>	<b>97,959</b>	<b>102,568</b>	<b>98,016</b>	<b>104,050</b>	<b>108,478</b>
16	<b>Base Salary</b>	<b>64,593</b>	<b>68,257</b>	<b>72,160</b>	<b>79,361</b>	<b>94,104</b>	<b>98,541</b>	<b>94,162</b>	<b>99,963</b>	<b>104,221</b>
	OPEL 6.08%	3,929	4,152	4,389	4,827	5,724	5,994	5,728	6,081	6,340
	<b>Total</b>	<b>68,522</b>	<b>72,409</b>	<b>76,549</b>	<b>84,188</b>	<b>99,828</b>	<b>104,535</b>	<b>99,890</b>	<b>106,044</b>	<b>110,561</b>

17 - 19	<b>Base Salary</b>	<b>65,052</b>	<b>68,715</b>	<b>72,618</b>	<b>79,821</b>	<b>94,563</b>	<b>99,001</b>	<b>94,622</b>	<b>100,424</b>	<b>104,681</b>
	OPEL 6.08%	3,957	4,180	4,417	4,855	5,752	6,022	5,756	6,109	6,368
	<b>Total</b>	<b>69,009</b>	<b>72,895</b>	<b>77,035</b>	<b>84,676</b>	<b>100,315</b>	<b>105,023</b>	<b>100,378</b>	<b>106,533</b>	<b>111,049</b>
20 - 24	<b>Base Salary</b>	<b>68,823</b>	<b>72,486</b>	<b>76,388</b>	<b>83,591</b>	<b>98,334</b>	<b>102,772</b>	<b>98,393</b>	<b>104,195</b>	<b>108,452</b>
	OPEL 6.08%	4,186	4,409	4,647	5,085	5,981	6,251	5,985	6,338	6,597
	<b>Total</b>	<b>73,009</b>	<b>76,895</b>	<b>81,035</b>	<b>88,676</b>	<b>104,315</b>	<b>109,023</b>	<b>104,378</b>	<b>110,533</b>	<b>115,049</b>
25	<b>Base Salary</b>	<b>70,752</b>	<b>74,417</b>	<b>78,319</b>	<b>85,523</b>	<b>100,264</b>	<b>104,703</b>	<b>100,324</b>	<b>106,126</b>	<b>110,382</b>
	OPEL 6.08%	4,304	4,527	4,764	5,202	6,099	6,369	6,102	6,455	6,714
	<b>Total</b>	<b>75,056</b>	<b>78,944</b>	<b>83,083</b>	<b>90,725</b>	<b>106,363</b>	<b>111,072</b>	<b>106,426</b>	<b>112,581</b>	<b>117,096</b>

Years of Service	Elements	Base Salary Hourly Rate					Hours Per Year			
		BA-0	BA-15	BA-30	BA-45	BA-90	G-135	MA-0	MA-45	MA-90
0	Base Salary	43.45	44.58	45.74	46.91	50.67	53.09	51.75	55.50	57.92
1	Base Salary	44.59	45.73	46.91	48.14	51.93	54.33	52.88	56.68	59.08
2	Base Salary	45.12	46.28	47.47	48.79	52.57	55.00	53.44	57.22	59.65
3	Base Salary	45.68	46.84	48.05	49.40	53.18	55.67	53.97	57.74	60.24
4	Base Salary	46.22	47.43	48.65	50.05	53.85	56.36	54.53	58.33	60.83
5	Base Salary	47.21	48.43	49.66	51.14	54.92	57.48	55.53	59.31	61.87
6	Base Salary	47.78	48.98	50.24	51.80	55.57	58.14	56.11	59.87	62.44
7	Base Salary	48.79	50.00	51.29	52.93	56.75	59.39	57.19	61.01	63.65
8	Base Salary	50.27	51.55	52.86	54.64	58.51	61.25	58.90	62.77	65.51
9	Base Salary	50.27	53.14	54.53	56.37	60.33	63.16	60.63	64.59	67.42
10	Base Salary	50.70	53.58	56.64	58.61	62.63	65.56	62.88	66.89	69.82
11	Base Salary	50.70	53.58	56.64	60.48	64.59	67.57	64.75	68.85	71.83
12	Base Salary	50.70	53.58	56.64	62.29	66.60	69.67	66.69	70.86	73.93
13	Base Salary	50.70	53.58	56.64	62.29	68.66	71.82	68.70	72.91	76.08
14	Base Salary	50.70	53.58	56.64	62.29	70.72	74.05	70.77	75.12	78.31
15	Base Salary	50.70	53.58	56.64	62.29	72.48	75.89	72.52	76.99	80.27
16	Base Salary	50.70	53.58	56.64	62.29	73.86	77.35	73.91	78.46	81.81
17 - 19	Base Salary	51.06	53.94	57.00	62.65	74.23	77.71	74.27	78.83	82.17
20 - 24	Base Salary	54.02	56.90	59.96	65.61	77.19	80.67	77.23	81.79	85.13
25	Base Salary	55.54	58.41	61.47	67.13	78.70	82.18	78.75	83.30	86.64

As used in this subsection, the column headings “BA+(N)” refer to the number of credits or clock hours earned since receiving the baccalaureate degree.

For credits earned after the baccalaureate degree but before the master’s degree, any credits in excess of forty-five credits may be counted after the master’s degree. Thus, as used in this subsection, the column headings “MA+(N)” refer to the total of: (i) Credits earned since receiving the master’s degree; and (ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the master’s degree.

For the purposes of this section: (a) “BA” means a baccalaureate degree. (b) “MA” means a master’s degree. (c) “PHD” means a doctorate degree. (d) “Years of service” shall be professional experience verified by the District. (e) “Credits” means college quarter hour credits or equivalent credits, and equivalent in-service credits (ten (10) clock hours/in-service credits equal one (1) quarter hour credit).

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## Appendix C

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### GRIEVANCE PRESENTATION

Level I (i) - Informal meeting, no form is needed

I (ii) - Immediate Supervisor/District Administrator

Level II - Human Resources

Level III - Superintendent/Designee

The filing of a grievance at Level I (ii) must be completed within fifteen (15) days from the Level I (i) meeting. A Level II Grievance must be filed within ten (10) days of the receipt of the Level I (ii) decision. A Level III Grievance must be filed within ten (10) days of the receipt of the Level II decision.

Please type or print.

TO: \_\_\_\_\_  
Administrator Hearing the Grievance Title

FROM: \_\_\_\_\_  
Grievant Position or Title

Approximate date grievance occurred: \_\_\_\_\_

Specific Clause or Clauses of the Collective Bargaining Agreement allegedly violated:

Nature of the grievance and specific event giving rise to the grievance.

Action or remedy requested:

I (am) or (am not) requesting representation by the Association.

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

For the Association: \_\_\_\_\_ Date: \_\_\_\_\_ For the District: \_\_\_\_\_ Date: \_\_\_\_\_

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**Appendix D-1 – OPEL Contract – 2019-2020 Form**

**TUKWILA SCHOOL DISTRICT NO. 406  
Tukwila, Washington**

**Part A – Supplemental Contract Documentation of Additional Days\* Worked  
(Additional Hours Worked Are Documented Separately)**

I, (NAME- please print), certify under penalty of perjury, that I have fulfilled the conditions of the mandatory and optional OPEL days performed beyond the contracted basic education work year and workday, in accordance with Article V.3 of the Collective Bargaining Agreement between the Tukwila School District and the Tukwila Education Association and that the claim submitted to the Tukwila School District No.406 is just and true.

In the table below, place a check next to the days you worked:

	One (1) mandatory [superintendent] day ( <u>8/28/19</u> ) before school for District-designated activities
	One (1) optional [principal] day ( <u>8/29/19</u> ) before school for principal-led activities for half the day and classroom or team time for the other half of the day
	One (1) optional day scheduled around the end of first semester ( <u>1/31/20</u> ) to be used as semester break work time
	One (1) one day, or a total of seven (7) hours, for parent conferences as scheduled on the District calendar

*Note: underlined text shows applicable dates in the 2019-2020 school year.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Supervisor Signature

\_\_\_\_\_  
Date

**Note: This certification must be turned in to the District by the last student day or the teacher's contract amount will be adjusted for hours not completed and the hourly amount will be deducted, reducing the July and August paychecks.**

\* Per Section V (OPEL) paragraph 3a and 3b, the following OPEL days are to be used outside the employee's regular workday for the following responsibilities:

One (1) mandatory day before school for District designated activities.

One (1) optional day before school for principal-led activities for half the day and classroom or team time for the other half of the day.

One (1) optional day scheduled around the end of first semester to be used as semester break work time.

One (1) one day for parent conferences as scheduled on the District calendar.

**TUKWILA SCHOOL DISTRICT NO. 406**

**Tukwila, Washington**

Part B – Supplemental Contract Documentation of Additional Hours\* Worked  
(Additional Days Worked Are Documented Separately in Part A)

I, (NAME- please print), have determined that the following event fulfills the conditions of optional TRI hours performed beyond the contracted basic education work year and workday, in accordance with Article V.3 of the Collective Bargaining Agreement between the Tukwila School District and the Tukwila Education Association and request approval by my principal or supervisor. A total of 39 optional hours (pro-rated for part-time employees) must be documented by the last student day or the teacher's contract amount will be reduced in the July and August paychecks. Hours reported must be during lunch, individual planning or time outside of the work day unless that time was paid w/stipend. [39 OPEL hrs = 32 hrs (see tables marked 'OPEL1' and 'OPEL2' below) + 7 optional hrs (see 'OPEL3')]

\* Per Section V (TRI) paragraph 3a and 3b, hours are to be used outside the employee's regular workday for the following responsibilities (three descriptions for **three types of OPEL activity**). "Activities that the employee may choose from include, but are not limited to: attend workshops, classes or trainings pertaining to the instructional framework; implement learning from workshops, classes or trainings; work outside the work day in PLC, grade or program team; curriculum or program development"  
For planning time associated with absences for district-provided PD during the workday, you can count 2 hours of credit for a full day and 1 hour of credit for ½ day.

**OPEL1: At least 16 hours (of 32 hours for District provided or authorized professional development) will be for the purpose of professional development related to District initiatives, including technology.**

Event	Date	# Hrs	District Initiatives
---	---	---	<ul style="list-style-type: none"> <li>● PRIORITY FOR 2019-20:</li> <li>● New Curriculum Adoptions</li> <li>● Technology</li> <li>● GLAD &amp; AVID</li> <li>● Cultural Competency</li> <li>● Race &amp; Equity</li> <li>● NGSS</li> <li>● Common Core</li> <li>● TPEP/Danielson</li> <li>● PBIS</li> </ul>
---	---	---	
---	---	---	
---	---	---	
---	---	---	
---	---	---	
---	---	---	

**OPEL2\*\*:**...the remaining hours (of 32 total) will be related to the **SIP** and **District strategic plan** as determined by the employee with the approval of his or her principal or supervisor.

Event	Date	# Hrs	Supervisor Initials
---	---	---	
---	---	---	
---	---	---	
---	---	---	
---	---	---	
---	---	---	

**OPEL3\*\*:** 7 optional hours as scheduled on the district calendar (10/11/19 in 2019-2020) used for **self-directed work** performed on-site or for **employee staff development as approved by a building administrator**.

Event	Date	# Hrs	Supervisor Initials
---	---	---	
---	---	---	
---	---	---	

**\*\*Note:** These (OPEL2 and OPEL3 hours) should be approved by the principal/supervisor – via initials – as close as possible to the event. If you are unsure, prior approval is prudent.

---

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Principal/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Note: This certification must be turned in to the District by the last student day or the teacher’s contract amount will be adjusted for hours not completed and the hourly amount will be deducted, reducing the July and August paychecks.**

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**Appendix D-2 – OPEL Contract –Form for 2020 and Beyond**

**TUKWILA SCHOOL DISTRICT NO. 406  
Tukwila, Washington**

**Part A – Supplemental Contract Documentation of Additional Days\* Worked  
(Additional Hours Worked Are Documented Separately)**

I, Name \_\_\_\_\_ (please print), certify under penalty of perjury, that I have fulfilled the conditions of the mandatory and optional OPEL days performed beyond the contracted basic education work year and workday, in accordance with Article 6.3 of the Collective Bargaining Agreement between the Tukwila School District and the Tukwila Education Association and that the claim submitted to the Tukwila School District No.406 is just and true.

In the table below, place a check next to the days you worked:

	One (1) mandatory [superintendent] day before school for District-designated activities
	One (1) optional [principal] day before school for principal-led activities for half the day and classroom or team time for the other half of the day
	One (1) optional day scheduled around the end of first semester to be used as semester break work time
	One (1) one day, or a total of seven (7) hours, for parent conferences as scheduled on the District calendar

*Note: underlined text shows applicable dates in the 2020-2021 school year.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Supervisor Signature

\_\_\_\_\_  
Date

**Note: This certification must be turned in to the District by the last student day or the teacher’s contract amount will be adjusted for hours not completed and the hourly amount will be deducted, reducing the July and August paychecks.**

\* Per Section 6.3 (OPEL), the following OPEL days are to be used outside the employee's regular workday for the following responsibilities:

One (1) mandatory day before school for District designated activities.

One (1) optional day before school for principal-led activities for half the day and classroom or team time for the other half of the day.

One (1) optional day scheduled around the end of first semester to be used as semester break work time.

One (1) one day for parent conferences as scheduled on the District calendar

**TUKWILA SCHOOL DISTRICT NO. 406**  
**Tukwila, Washington**

**Part B – Supplemental Contract Documentation of Additional Hours\* Worked**  
**(Additional Days Worked Are Documented Separately in Part A)**

I, Name \_\_\_\_\_ (please print), have determined that the following event fulfills the conditions of optional TRI hours performed beyond the contracted basic education work year and workday, in accordance with Article 6.3 of the Collective Bargaining Agreement between the Tukwila School District and the Tukwila Education Association and request approval by my principal or supervisor. A total of 32 optional hours (pro-rated for part-time employees) must be documented by the last student day or the teacher's contract amount will be reduced in the July and August paychecks. Hours reported must be during lunch, individual planning or time outside of the work day unless that time was paid w/stipend.

\* Per Section V (TRI) paragraph 3a and 3b, hours are to be used outside the employee's regular workday for the following responsibilities (three descriptions for **three types of OPEL activity**).

“Activities that the employee may choose from include, but are not limited to: attend workshops, classes or trainings pertaining to the instructional framework; implement learning from workshops, classes or trainings; work outside the work day in PLC, grade or program team; curriculum or program development”

For planning time associated with absences for district-provided PD during the workday, you can count 2 hours of credit for a full day and 1 hour of credit for ½ day.

**OPEL1: At least 13 hours (of 25 hours for District provided or authorized professional development) will be for the purpose of professional development related to District initiatives, including technology.**

Event	Date	# Hrs	District Initiatives
_____	_____	___	<ul style="list-style-type: none"> <li>• PRIORITY FOR 2019-20:</li> <li>• New Curriculum Adoptions</li> <li>• Technology</li> <li>• GLAD &amp; AVID</li> <li>• Cultural Competency</li> <li>• Race &amp; Equity</li> <li>• NGSS</li> <li>• Common Core</li> <li>• TPEP/Danielson</li> <li>• PBIS</li> </ul>
_____	_____	___	
_____	_____	___	
_____	_____	___	
_____	_____	___	
_____	_____	___	

**OPEL2: ...the remaining hours (of 25 total) will be related to the SIP and District strategic plan as determined by the employee with the approval of his or her principal or supervisor.**

Event	Date	# Hrs	Supervisor Initials
_____	_____	___	
_____	_____	___	
_____	_____	___	
_____	_____	___	
_____	_____	___	
_____	_____	___	
_____	_____	___	

**OPEL3\*\*:** 7 optional hours as scheduled on the district calendar in 2020-2021 used for **self-directed work** performed on-site or for **employee staff development as approved by a building administrator.**

Event	Date	# Hrs	Supervisor Initials
_____	_____	___	
_____	_____	___	
_____	_____	___	

**\*\*Note:** These (OPEL2 and OPEL3 hours) should be approved by the principal/supervisor – via initials – as close as possible to the event. If you are unsure, prior approval is prudent.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Supervisor Signature

\_\_\_\_\_  
Date



## **Appendix E - ES Letter of Agreement for Planning Time**

For the 2020-2022 school years the Association and District agree to adjust planning time as defined in 3.11(2)(c) and 3.11(2)(f) on SMART/adjusted scheduled days over the course of the year. During SMART/adjusted schedule weeks, daily planning may not be the same every school day. During the 2019-20 school year the Association and District agree to adjust weekly planning time by fifteen (15) minutes on SMART/adjusted schedule days and weekly planning time will be 435 minutes instead of 450. Building staff, by consensus, may decide from the following options to recover the 2 hours of lost planning time over the course of the school year:

- 1 hour extra educator-led time for planning/grading purposes during the SMART Wednesday closest to the grade reporting periods (2 SMART Days, 2 hours total).
- Comparable plan time for lost plan time during impacted weeks made up during closest SMART Wednesday, or other mutually agreeable day, e.g. SMART Wednesday close to parent conferences.
- Any other mutually agreeable date/time.

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## Appendix F

# **Memorandum of Understanding Between the Tukwila School District and the Tukwila Education Association**

This memorandum of understanding is entered into between the Tukwila School District (District) and the Tukwila Education Association (Association or TEA) regarding improving the evaluation instruments for certificated staff who are not classroom teachers or work in many of the educational staff associate (ESA) roles.

### Background

The Parties agree that the current evaluation processes and instruments in use for certificated employees in the following roles require improvement: teachers on special assignment, counselors, social workers and teacher-librarians. The Parties also agree that the employees working in those roles and the administrators evaluating them should have the primary role in improving the evaluation process and instruments. Therefore, the Parties agree as follows:

1. For the 2019-20 work year the employees covered by this Agreement shall be evaluated on the short-form process and instrument in use in the 2018-19 work year.
2. The Parties shall convene a work group for each role covered by this Agreement, made up of an equal number of employees and administrators, to develop improved evaluation processes and instruments for each role. The recommendations of each work group shall be completed by March 15, 2020.
3. The Parties shall consider the recommendations of the work groups and come to final agreement on the evaluation processes and instruments for each role covered by this Agreement by June 1, 2020 and those processes and instruments shall be used in the 2020-21 work year.

This Agreement shall expire and be superseded by the terms of the agreement described in Paragraph 3 above on execution of that agreement.

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## **Appendix G -**

### **Memorandum of Understanding Between the Tukwila School District and the Tukwila Education Association**

This memorandum of understanding is entered into between the Tukwila School District (District) and the Tukwila Education Association (Association or TEA) regarding beginning work on addressing student discipline protocols and related issues prior to the beginning of the 2019-20 work year.

#### Background

A major component of the bargaining currently ongoing between the Parties is to provide long-term processes to improve student discipline protocols, align them with changes in state laws and rules, and address building culture and climate issues. The Parties share an interest in beginning this work prior to the beginning of the new Agreement and the 2019-20 work year. Therefore, the Parties agree as follows:

1. K-5 and 6-12 teams (co-chaired by Association and District representatives) shall be formed as follows: in consultation with building administrators, the Association will identify two (2) employees per building, including at least one ESP employee per team, to serve as the buildings' representatives to the K-5 or 6-12 teams, in addition to a building administration representative from each building. Assigned employees shall be paid their per diem rate of pay for attending the team meetings, up to fourteen (14) hours. The teams shall meet to address:
  - a. Assessing existing protocols and identifying improvements of:
    - i. communication leading to and following administrative interventions
    - ii. practices around exclusion and re-entry, including changes in state laws and rules and what constitutes "exclusion," what must happen before an exclusion, and how exclusions are addressed.
    - iii. common expectations for student behavior in different school settings (examples include hallways, lunchroom, and classrooms)
    - iv. staff roles
  - b. Review CEE survey response data as it relates to discipline, safety and school climate
  - c. Plan building work outlined in paragraph 2 below.
2. Sufficient time will be scheduled in the time preceding the school year for the elementary and secondary team representatives to convey a summary of the team's work and facilitate the beginning of alignment of building discipline plans with the principles identified by the teams. Available ESP staff will be included in this work.
3. Each building shall develop a discipline plan consistent with the elements identified by the K-5 and 6-12 teams by September 16 for immediate implementation.
4. This agreement shall expire on ratification of the Agreements between the Parties or September 16, 2019, whichever is earlier.

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**Appendix H – Site Discipline Plan Audit Checklist**

Site: \_\_\_\_\_

One of the basic tenets of our agreement is solving issues with those closest connected to the issue engaged in the process. As an administrative and association representative team, collaboratively use the following questions, derived from section 3.7 of our Collective Bargained Agreement to quickly analyze your Site Discipline Plan. This was made as a checklist of the obligations in our shared Collective Bargaining Agreement. If components are found not to exist, work together to remedy them immediately using site-based decision making to regain alignment with our CBA. This checklist is for the benefit of your team, but will guide the work of the District HOPE Team. The HOPE Team will check-in with you to see how you are doing, and how you found the experience of this collaborative checklist to support your Site Discipline Plan.

Scoring Criteria:

0 = Not Implemented/Present; 1 = Partially Implemented/Present); 2 = Fully Implemented/Present

Tukwila School District Site Discipline Plan Audit Checklist				
Audit Question	0	1	2	Comments
<b>Culturally Responsive Practices and Social-Emotional Development</b>				
1. Does our plan use “culturally responsive and sensitive language and practices,” as defined by the district (policy 0535)?				
2. Does our plan take into account the social and emotional development of our students?				
<b>Training</b>				
3. Does our plan indicate ongoing training for staff to ensure legal compliance?				
4. Does the plan include a support plan and training for new staff and substitutes?				
<b>Tiered Behavioral Expectations</b>				
5. Does our plan include schoolwide behavioral				

expectations?				
6. Does our plan include a schoolwide behavioral expectations matrix?				
7. Does our plan include posted behavioral expectations throughout the building?				
8. Does our plan identify major and minor behaviors?				
9. Does our plan clarify staff and administrative roles in managing behaviors?				
<b>Prevention, Intervention, and Remediation Strategies</b>				
10. Does our plan include “recommendations for staff to address student behavior when conduct may benefit from a break of brief duration, but does not require formal exclusion from class”?				
11. Does the plan include time for staff to share, discuss, or attend training for prevention, intervention and remediation of student behavior?				
12. Does the plan include a list of recommended interventions, supports, and tools to assist staff in dealing with student behaviors? (e.g. think sheets, refocus sheets, quick lists, common language, etc.)				
<b>Referral Procedures</b>				
13. Does our plan include a discipline referral procedure for staff to notify the principal or designee about student behavior?				
14. Does our plan include student supports for each tier of behavior?				
15. Does our plan include a set method of collaboration/communication between all parties to support that response?				



<b>Removal and Re-entry Processes</b>				
16. Does our plan include a “removal and re-entry process”?				
17. Does our plan identify a designated place for an on-site alternative to out-of-school suspensions?				
18. Does our plan specify a designated staff member to ensure the student will continue academic progress?				
19. Does our plan specify using restorative practices?				
20. Does our plan indicate all teaching staff have the “right to remove a student whose behavior disrupts the instructional process”?				
21. Does our plan describe what constitutes an emergency situation, which warrants immediate removal without attempts at alternative forms of corrective action?				
22. Does the plan include steps and a timeline for re-entry of a removed student to class that include the principal/supervisor and staff member discussing interventions implemented and plans for next steps consistent with the school-wide discipline plan before the student returns?				
23. Are systems in place so that this discussion occurs in each and every instance that a staff member has removed a student, prior to re-entry, unless the staff member communicates that the discussion is not necessary?				
24. Does the plan include a designated responder for general education students who need restraint or de-escalation (that does not rely on special education staff)?				

<b>Communication Procedures</b>				
25. Does the plan include a process to distribute the discipline plan to students and parents? (and best efforts in home language)				
26. Does our plan include initial notification of an administrative action plan to staff who work with impacted students?				
27. Does our plan include follow-up notification of administrative behavior interventions to staff who work with impacted students?				
28. Does our plan include communication of expectations to students and families?				
29. Does our plan include follow-up notification of administrative action to students and families?				
30. Does the plan designate a “location/person in [our] building to which a student who has been removed from class will report”? Does this location “minimize the impact of students sent out of class on front office personnel?”				
31. Is there a process for communicating with staff that a teacher’s student has a known, documented history of violent or threatening behavior prior to placement in a teacher’s class?				
32. Prior to the return of every student who has been removed, suspended, or expelled for a dangerous weapons violation, is an enforceable behavior plan established?				
33. Does our site have a system for reporting health and dangerous building conditions?				
34. Does our plan include communication feedback loops on all elements of the building discipline plan and procedures for review, and include recommendations for change?				

<b>Joint Leadership Team</b>				
35. Does our building have an identified, joint leadership body (existing or new) with the responsibility to revisit and evaluate the social and emotional learning expectations of the building?				
36. Do the social and emotional learning expectations of our building inform the content of our building's discipline plan?				
37. Is the joint leadership team using student behavior data to inform and update the building's discipline plan?				

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**Appendix G – Contract Waiver Request Form**

Waiver proposals must be developed with knowledge and opportunity for participation of all TEA represented employees and administrators assigned to the building/program submitting the proposal. The Waiver Request must be for the purpose of program improvement

The Waiver Request must be submitted to the Superintendent or designee and the Association President concurrently by the 15<sup>th</sup> of each month so the respective committees can process and make recommendations to their appropriate decision making bodies. The Waiver Request will be granted only if both the District and the Association agree.

Waivers are for one year only. Buildings and/or program must review the waiver each year, and if they determine they wish to continue and/or modify, the waiver must be resubmitted.

Please complete the following information:

List the specific provision(s) of the Agreement requested to be waived:

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Please provide evidence of both employee and administrator participation in the decision making process leading up to the request:

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What is the rationale attesting to the need for the waiver?

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Duration of Waiver: \_\_\_\_\_

Costs (if applicable) \_\_\_\_\_

Effect of waiver on other areas of the Agreement or other bargaining unit contracts: \_\_\_\_\_

---

After the building has conducted its process, the Waivers Request forms must be signed by the TEA building representative of the building/program and the building/program administrator prior to submission.

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Signature – TEA Building Representative

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Date

---

Signature – Building/Program Administrator

---

Date

Appendix J – Non-Classroom Teacher Evaluation

**Add Updated Version**

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**Add Updated Version**

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**Appendix L – Teacher Librarian Evaluation**

**Add Updated Version**

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Appendix M – Counselor Evaluation

**Add Updated Version**

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**Appendix N – Short Form Evaluation**

**TUKWILA SCHOOL DISTRICT NO. 406  
Tukwila, Washington**

**Evaluation Report – Short Form Evaluation**

Employee Name: \_\_\_\_\_ School Year: \_\_\_\_\_

School/Location: \_\_\_\_\_ Job Title: \_\_\_\_\_

Based on observations conducted this year, this employee's overall performance has been

- Satisfactory  Unsatisfactory, s/he has met statutory requirements.

Nature of Observations (check appropriate box below):

- One observation with written report

Observation date: \_\_\_\_\_

- Two observations without written report

First observation date: \_\_\_\_\_ Second observation date: \_\_\_\_\_

Next Year's Evaluation Type (please check one)

- Summative  
 Professional Growth Option  
 Short Form

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Note: Both signatures are required. Signing of this report acknowledges participation in, but not necessarily concurrence with, the contents of this report. (WAC 392-192-060).

Please retain a copy of this evaluation for your files. The original must be sent to Personnel Services prior to the end of the school year.





**BOARD OF DIRECTORS**

Tracy Russel      Jan Bolerjack      Bridgette Agpaoa Ryder      Edna Morris      Dave Larson

**SUPERINTENDENT**

Dr. Lester “Flip” Herndon

The Tukwila School District No. 406 complies with all federal rules and regulations and does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, and the use of a trained dog guide or service animal. District programs shall be free from sexual and malicious harassment, and the district provides equal access to the Boy Scouts of America and other designated youth groups.

Inquiries regarding compliance or complaint procedures may be directed to the School District's Title IX/Section 504/RCW 28A.640 Compliance Officer or to the U.S. Department of Education, Office for Civil Rights.

Title IX/RCW 28A.640 Compliance Officer:

Aaron Dragonov, Executive Director of Human Resources

Tukwila School District No. 406

4640 South 144th Street

Tukwila, WA 98168

Phone: 206.901.8005

E-mail: [draganova@tukwila.wednet.edu](mailto:draganova@tukwila.wednet.edu)

Section 504 Compliance Officer:

Richard Quesada, Director of Special Education

Tukwila School District No. 406

4640 South 144th Street

Tukwila, WA 98168

Phone: 206.901.8035

E-mail: [quesadar@tukwila.wednet.edu](mailto:quesadar@tukwila.wednet.edu)

U.S. Department of Education, Office for Civil Rights,

Region X Henry M. Jackson Federal Building Mail Code 10-9010

915 Second Avenue

Seattle, WA 98174-1099