

# Collective Bargaining Agreement

between the

**TUKWILA SCHOOL DISTRICT NO. 406**



and the

**TUKWILA EDUCATION ASSOCIATION  
Educational Support Professionals (ESPs)**

**2019-2022**

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## **ARTICLE I – Recognition and Administration of the Agreement**

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### **Section 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-Educational Support Professionals (ESP), 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."

### **Section 1.2 Recognition**

The District recognizes the Association to be the sole and exclusive bargaining agent for Clerical Employees, Paraeducators, Technology Employees, Health Employees and Family Support Specialists and to be responsible for representing all such employees, pursuant to the law, Chapter 41.56 RCW, Public Employees Collective Bargaining Act. Excluded from the bargaining unit are the following confidential employees: Executive Assistant to the Superintendent, and Executive Assistant to the School Board. 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.

### **Section 1.3 Association Membership Dues and Assessments**

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-ESP, 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The dues deduction for and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee.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 and shall have 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.

#### **Section 1.4 Conformity of Contract**

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.

#### **Section 1.5 Work Stoppage/No-strike**

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.

#### **Section 1.6 Modification and Renegotiation of the Agreement**

This agreement may be modified only with the mutual consent of both parties. This Contract may be reopened at any time during its effective term by mutual consent of both parties. All requests for renegotiations or conferences shall be in writing and specify items proposed for consideration.

#### **Section 1.7 Distribution of Agreement**

The District will publish a current copy of the Agreement on the District website and provide the Association with thirty (30) copies. 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.



## **ARTICLE 2 Rights and Responsibilities of Association and Management**

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### **Section 2.1 Management Rights**

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

### **Section 2.2 Non-Interference**

Neither the District nor the Association will interfere with the rights of personnel to become members of the Association and will not of itself or by any of its agents discriminate against, interfere with, or coerce any member for membership in the Association.

### **Section 2.3 Notification of Grievances**

The Association shall promptly be notified by the District of any grievances concerning any employee. The Association is entitled to have an observer at formal hearings conducted by District officials arising out of grievances and, if appropriate, to make known the Association's views. The hearing will not be conducted until the Association has been offered a reasonable amount of time to make arrangements to attend if desired, not to exceed two (2) working days. These two (2) days may be extended up to five (5) additional school business days if the Association needs a non-employee representative to be present and makes such request within the initial two (2) days.

### **Section 2.4 Job Description and Reclassification**

1. The Association and District agree to maintain a Job Description Committee for the purpose of periodically reviewing and updating all existing job descriptions as needed. The committee shall be comprised of an equal number of District and Association members. This committee will also hear reclassification requests, and review and adopt a reclassification tool. The classification tool used by this committee will be agreed upon by the parties and shall be reviewed and revised as needed. Revisions, however, shall be considered in light of the objective of providing a consistent and reliable rating tool. If a position is reclassified to a higher level, the employee will be placed at the step on that level that constitutes not less than a 2.5% increase from the employee's current step, retroactive to a date two months following the date of the request. If the level is being adjusted down the employee's pay will be frozen until placement on the schedule results in no loss of pay.

**Section 2.5 Association Rights and Responsibilities:** The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

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 above mentioned Association representative to follow the established sign-in procedures, prior to contacting members in individual buildings.
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 not interfere with normal school operations. The Association will give prior notice for any such activity or property use. Pursuant to RCW 28A.335.150, 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.

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 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.

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.

Upon commencement of employment, each new employee shall be provided with information regarding hours, PAFs, location of work, school calendar, job responsibilities, placement on the salary schedule, insurance plans and options, and district policies and procedures by the personnel office. Human Resources will notify the Association President and the Association Secretary.

5. **Availability of Information** –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. The Employer will make available to the Association, upon request, monthly reports of changes in employment status of employees coming under this Agreement, i.e., new hires, transfers, address changes, material modifications to job descriptions, promotions, demotions, terminations, etc.
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.
7. **Representation** – 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.

An employee may request to have a representative of the Association present during any meeting regarding disciplinary action or an investigatory meeting where discipline might reasonably result. When such a request

is made, the meeting shall be delayed until such representative can be present, but no longer than two days after the request. These two days may be extended up to five (5) school business days if the Association needs a non-employee representative to be present and makes such request within the initial two (2) working days.

### **Section 2.6 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.

### **Section 2.7 School District Calendar**

The District will give bargaining unit employees the opportunity to give input with regard to the development of the school calendar.

The Association will propose a calendar to the District by March 1st. If the District and the Association cannot agree on a calendar by April 15th, the District will guarantee the Association input on any calendar option. The input period will be 10 days if prior to June 1st and five (5) days if after June 1st.

### **Section 2.8 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. A copy of the sexual harassment policy will be published on the District's website.

### **Section 2.9 Training**

The District will send notification to the Association President of any voluntary training opportunities offered by the District, such as safety training and skills trainings. TEA is encouraged to propose necessary and effective professional development programs. The District will commit \$10,000 for a training fund. Approval and funding will be on a case by case basis. Any approved development and/or facilitation of PD will be compensated at the employee's(s') rate of pay.

### **Section 2.10 Meeting Opportunities**

1. Recognizing the value that ESPs contribute to their buildings as well as the need for their input and ongoing training with colleagues on building initiatives, building administrators will make reasonable attempts to foster collaborative meeting opportunities between paraeducators and certificated staff by informing and including ESP staff in collaboration opportunities.
2. Building Leadership Teams will consider any building-wide changes including to their impact on ESPs and other support staff to evaluate the need for participation in meetings/trainings.
3. ESP participation in meetings/training outside of the work day will be paid at the ESP's hourly rate.

### **Section 2.11 Safe Working Conditions**

The District is committed to safe working conditions for all employees. When an employee working in self-contained settings feels that conditions are unsafe for themselves or for students, they may bring those concerns to the attention of the building principal. The building principal will meet with the employee and make reasonable efforts to resolve the situation.

## **Section 2.12 Professional Development, Fundamental Course of Study, and Paraeducator Certification**

The District will send notification to the staff and Association President of any voluntary training opportunities offered by the District, such as safety training and skills trainings. TEA is encouraged to propose necessary and effective professional development programs. The District will commit \$20,500 for a training fund. Approval and funding will be on a case by case basis. Any approved development and/or facilitation of PD will be compensated at the employee's rate of pay.

## **ARTICLE 3 CONDITIONS OF EMPLOYMENT**

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### **Section 3.1 Definitions of Employees**

#### **Section 3.1.1 Annual Employee**

For purposes of this Contract an annual employee is defined as a person employed for twelve (12) months.

#### **Section 3.1.2 School Term Employee**

For purposes of this Contract a school term employee is defined as a person employed for less than twelve (12) months.

#### **Section 3.1.3 Casual Employee**

An employee with less than sixty (60) days prospective continuous employment shall be considered as a casual employee and shall not be covered by this Agreement.

### **Section 3.2 New Employees**

A new employee shall be subject to a sixty (60) working day probationary period commencing with the employee's first (1st) compensated day of regular employment. During this period, such employees shall be considered on trial subject to termination at any time at the sole discretion of the District without regard to Section 3.24 of this Agreement. Discharge of an employee during this probationary period shall not be subject to the grievance procedure. All other provisions of this Agreement shall be applicable to employees on probation.

### **Section 3.3 Non-Discrimination**

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

### **Section 3.4 Monthly Salary Installments**

All employees shall receive payments for their services in twelve (12) monthly installments and shall sign up for direct deposit of their paycheck within thirty (30) days of employment.

### **Section 3.5 Personnel Action Form**

Each employee's work assignment or assignment/hour changes shall be noted on the Personnel Action Form and provided to the employee no later than the date of the first paycheck based on such form, and shall include, but not be limited to:

- (a) The number of hours to be worked each day;
- (b) The number of days to be employed during the year, including vacation and holidays;
- (c) The rate of pay; and
- (d) The job title;

This form is not and should not be construed as an individual contract or a guarantee of specific hours or days. Employees are not authorized to work changed assignments/hours until they have been notified in writing by the Personnel Office. The written notice shall include a provision for questions to be directed to the personnel office. In case of emergencies, oral notification from an administrative supervisor or Human Resources may substitute if followed up within two (2) working days by written notification from Human Resources.

### **Section 3.6 Length of Work Day**

The length of an employee's workday shall be in accordance with the work assignment stated on the Personnel Action Form issued for the employee's position.

ESPs in job alike categories, may engage in job alike collaboration during SMART time. The District will ensure that a minimum of 50% 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, unless released by administration for job-alike collaboration work.

### **Section 3.7 Paraeducator Schedules**

Paraeducators will be provided with a written schedule at the start of the school year, identifying their assignments and times when instruction, supervision, breaks, and planning, data entry and other required activities will occur. Schedules will be updated throughout the year as necessary.

### **Section 3.8 Lunch and Breaks**

Employees entitled to a lunch period in accordance with applicable law will be provided a minimum duty-free lunch period of thirty (30) minutes. Employees required to work during their regular lunch period will be given time to eat at a time agreed upon by the employee and the supervisor. In the event the District requires an employee to forego a lunch period and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at the appropriate rates. Employees shall be allowed a rest period of fifteen (15) minutes on the employer's time for each four (4) hours of continuous working time.

### **Section 3.9 Overtime**

Any time worked in excess of forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half (1-1/2) per hour. Work performed on the seventh (7th) consecutive day will be paid for at two (2) times the regular rate. All overtime must be approved by the immediate supervisor, unless emergent circumstances prevent the employee from contacting his or her supervisor in advance, in which case the supervisor must be informed as soon as

possible. For purposes of overtime, the workweek will be defined as starting at 12:00 a.m. Monday morning and ending at 11:59 p.m. Sunday night.

### **Section 3.10 Compensatory Time and Flex Time**

1. Compensatory time is allowed for emergency and unusual circumstances only and must be authorized in advance in writing by the employee's administrative supervisor. The use of the compensatory time shall also be scheduled by mutual agreement between the employee and the administrative supervisor and such agreement must be documented in advance of the additional time being worked. The Fair Labor Standards Act (FLSA) will be followed. Upon request, employees will be provided a copy of the applicable FLSA requirements from the Personnel Office.
2. Flex Time- By mutual agreement, the employee and supervisor may determine to exchange work hours on a one (1) to one (1) basis. Agreements for flex time must follow these terms and conditions:
  - a. Flex time must have prior approval in writing or documented in Skyward.
  - b. Flex time may only be allowed to address hours worked within the employee's regular work week. Any time outside of that must be compensated using compensatory time or overtime pay.
  - c. Requests will not be unreasonably denied, and the basis of any denial will be put in writing.
3. Employees should work with their supervisor to determine the most appropriate schedule to address early staff release days, e.g. Day before Thanksgiving. Appropriate schedules include working the employee's regular schedule on the early release day or flexing their time.

### **Section 3.11 Inclement Weather**

The Association and the District recognize that inclement weather conditions may prevent the timely arrival of employees for safety and/or other related reasons. On those days when the start of school is delayed, school is dismissed early due to emergency conditions, or the employee cannot travel safely, those employees who are scheduled to work shall receive their regular pay for all hours worked, and

1. may work with their supervisor to arrange opportunities to make up time lost to inclement weather (preferably within the work week, if not within the work week the solution for make-up time must be documented by the supervisor and employee and communicated to payroll), or
2. may use emergency (sick) leave for any hours missed.

Arrival by the start of the student day is expected. An employee whose regular schedule starts after the delayed start of school will be expected to follow the employee's regular schedule for regular pay. Employees who are asked and authorized to remain and supervise students when school is canceled shall be paid their regular rate of pay (overtime if applicable) for all time spent supervising students.

### **Section 3.12 Transportation**

No employee will be required to transport students in their own private vehicle.

### **Section 3.13 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.

### **3.13.1 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 their appropriate hourly rate 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.

### **3.13.2 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 building leadership team, as defined in TSD/TEA Cert CBA 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.

### **Section 3.14 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.

3.14.1 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 themselves, 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.



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.

### **Section 3.15 Call Backs**

Any employee called back to work after leaving the work site shall receive a minimum of two (2) hours pay per call. Employees contacted by their supervisor, or at the supervisor's direction, after the employee's work hours, to perform work at home shall receive a minimum of fifteen (15) minutes pay per call.

### **Section 3.16 Temporary Assignments**

Employees temporarily assigned to work outside their regular classification shall be paid an increase of \$.65 per hour for all hours worked in the higher classification, provided that the employee works for 50% of their regular scheduled workday in the position and assumes responsibility for substantially all of the duties for the time period to the exclusion of performing the duties of their own position.

### **Section 3.17 Vacancies**

All vacancies in the bargaining unit will be posted on the District's website for a period of ten(10) working days.

### **Section 3.18 Seniority**

Seniority is defined as length of continuous service within the bargaining unit, except that all employees hired prior to September 1, 2005 will maintain seniority earned as an employee outside of the bargaining unit. Where ability, qualifications and job performance are substantially equal, the employee with the most seniority shall be promoted or voluntarily transferred.

### **Section 3.19 Special Materials**

The District agrees to provide any special materials that it requires for the employee to perform the job function.

### **Section 3.20 Safety Committee**

- (a) An association-designated safety representative shall serve on the District Safety Committee. Employees are encouraged to report safety concerns to the safety representative. Concerns brought to the attention of the District or Safety Committee by the safety representative will be responded to in writing by the Committee so that the safety representative may report back to the originator of the complaint. Nothing in this section shall reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to their immediate supervisor.
- (b) Prior to the end of each school year, the Association will provide input to the District regarding safety issues or concerns that might be addressed by training. The District will provide the Association President by the start of the school year a list of District-sponsored training opportunities, and updates during the year.

### **Section 3.21 School Communication Plans**

Building principals will meet with employees by October 15th to review and evaluate the school's student discipline plan and to review and devise a plan to cover responsibilities when paraeducators are absent from work.

### **Section 3.22 Personnel Records**

A master or official file for each employee shall be maintained in the District Personnel Office. The employee and/or Association representative may examine the employee's personnel file any time the employee so authorizes in writing. Appointments may be required for viewing the file, however, in no case will access to the file be delayed beyond one (1) school business day except when actual notice of the request has not been received. Material placed into the employee's file relating to job performance or personal character shall be brought to his or her attention in writing before placement in their personnel file. A copy of the document placed in the file will be provided to the employee. The employee may challenge the propriety of including it in the files. The employee shall have the right to insert documentation into the file, providing such documentation is relevant to the challenge. Unauthorized persons shall not have access to employee files or other personal data relating to their employment subject to Public Disclosure Laws. The District will consider a request made by an employee to remove a written reprimand from the personnel file after three (3) years provided there have been no subsequent similar incidents. Notice of any third party request for information regarding an employee shall be communicated to that employee. The District will not release any information about the employee and subject to public disclosure laws until 72 hours after the employee has been notified of the request.

### **Section 3.23 On the Job Injury**

All employees of the District are covered by the provisions of Washington State Industrial Insurance for on-the-job injury. 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.

### **Section 3.24 Notice of Termination**

Each employee shall give the District at least two (2) weeks notice of their intention to quit.

### **Section 3.25 Just Cause, Discipline and Personnel Files**

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. 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)

### Section 3.25.1 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.

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.

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. The Association will be sent a copy of the letter of direction at the same time it is issued to the employee 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.

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 to 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.

It is agreed that all disciplinary matters pursuant to this Article shall be subject to the Grievance Procedure contained in this agreement.

### Section 3.25.2 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 provide the Association with weekly updates on the status of the investigation.

### Section 3.25.3 Personnel Records

A master or official (personnel) file for each employee shall be maintained in the District Human Resources Office. The employee and/or Association representative may examine the employee's personnel file any time the employee so authorizes in writing. Appointments may be required for viewing the file, however, in no case will access to the file be delayed beyond one (1) school business day except when actual notice of the request has not been received. 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.

Derogatory material placed into the employee's file relating to job performance shall be brought to the employee's attention in writing before placement in their personnel file. A copy of the document placed in the file will be provided to the employee. 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. The employee may challenge the propriety, accuracy, and/or appropriateness of including it in the files. The employee shall have the right to insert documentation into the file, providing such documentation is relevant to the challenge.

Unauthorized persons shall not have access to employee files or other personal data relating to their employment subject to Public Disclosure Laws. The District will consider a request made by an employee to remove a written reprimand from the personnel file after two (2) years provided there have been no subsequent similar incidents. Notice of any third party request for information regarding an employee shall be communicated to that employee. The District will not release any information about the employee and subject to public disclosure laws until seventy-two (72) hours after the employee has been notified of the request.

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.

#### Section 3.25.4 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 3.25.1 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 responsibilities.
- d. Working file information must be attached to an employee's 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.

Discipline is normally applied for violation of District policies, regulations, and procedures; not for concerns regarding professional. 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 may request that the evaluator, employee and representative collaborate to appropriately cross-reference discipline documents and evaluations.

#### **Section 3.26 Reduction in Force/Layoff**

A reduction in force (including reductions in hours or annual days) if required by levy failure, program reduction, budget reduction or lack of work, shall be accomplished by the following steps:

1. The District will notify the Association and enter into advisory discussions by June 30th for reductions planned for the following budget year. If events cause a reduction during the budget year, the Association will be notified as soon as possible. The discussions may result in identifying mutually agreeable innovative strategies for resolving the funding crisis. Recommendations of the Association will be proposed to the Board of Directors for consideration before reductions are made.
2. All employees shall receive at least three (3) weeks notice of intended layoff or pay in lieu thereof.

3. Layoffs shall be in reverse order of seniority, provided the displaced employee meets the minimum qualification of a retained position. Each of the three categories at Appendix A (Clerical; Educational Support; Professional) shall be recognized as a single category for the purpose of RIF, regardless of salary level. Employees with District work experience in a RIF Category other than the one in which they are currently working may choose to be considered for retention in the other category, dependent on District seniority and qualifications for specific positions.
4. Seniority Procedure Steps
  - a. Prior to any displacement of a junior employee, an employee subject to layoff may fill an open bargaining unit vacancy at the employee's current or lower classification, provided the employee meets the qualifications of that position. Employees must notify the District of their decision within five (5) working days.
  - b. If no vacancies exist that the employee is qualified to fill, an employee subject to layoff may displace the least senior employee in the same category, with the same or fewer annual hours, provided the employee meets the qualifications for that position. Employees must notify the District of their decision within five (5) working days.
  - c. In the event the above procedure is followed and the employee subject to layoff is not placed, the employee may displace the least senior employee in a lower paying category with at least 75% annual compensation of the bumping employee provided the employee meets the qualifications of that position and has more seniority than the employee to be bumped.
  - d. The person will be placed on the salary scale of the job accepted at the educational credits column as earned and the experience step as achieved in that position. Employees being involuntarily transferred will be placed on the closest base step to their current rate of pay. After the calculation, the employee's educational credit will be applied.
5. An Employment pool shall be created with the personnel being displaced because of the RIF. As positions become available, the District shall first recall qualified employees from the list in order of seniority before opening the position as a vacancy. The employee shall keep the District apprised of his or her current mailing address. Personnel shall remain in the pool for twelve months following displacement. An employee who declines two (2) recall positions shall forfeit his or her seniority rights and right to be recalled.
6. Employees shall accumulate seniority while a member of the layoff pool.
7. Employees in layoff status may access COBRA while in layoff status according to federal and state law.

### **Section 3.27 Voluntary Transfers**

Employees who have submitted applications for transfer in response to posted vacancy will be considered and interviewed along with the other applicants for any appropriate vacancy, PROVIDED the applicant's experience and qualifications meet the requirements of the position. Employees' reassignment and transfer will be dependent upon the ability, qualifications and job performance of the applicants. If such factors are substantially equal, a bargaining unit member will be selected over an outside applicant and more senior employee will be selected before a less senior employee. If passed over for the job opening, the employee will receive a written explanation of the reasons for such action within ten (10) working days of a written request for such notice.

An employee who has transferred shall have fifteen (15) working days to revert to their previous position provided the District has not already offered the vacated position to another permanent employee.

### **Section 3.28 Involuntary Transfer**

Employees will be assigned on the basis of the needs of the District, the employee's qualifications, and the expressed preference of the employee. When it is not possible to meet all conditions, employees will be assigned first, in accordance with the needs of the District; second, where the employee is most qualified; and third, the expressed preference of the employee. When employees are involuntarily reassigned under this section, the least senior employee at the affected site will be transferred; the employee will have the right to return to the former position if it becomes vacant within two (2) years and will not be involuntarily reassigned again during the two (2) year period.

### **Section 3.29 Salary Placement Following Transfer or Change in Assignment**

Employees moving to a higher classification will be placed on the closest base step (column without educational credits) which gives the employee at least a \$.65 per hour rate increase. After this calculation, the employee's educational credits will be applied.

Employees being involuntarily transferred will be placed on the closest base step to their current rate of pay. After the calculation, the employee's educational credit will be applied.

### **Section 3.30 Extra Work and Summer School Employment Opportunities**

When the District assigns additional days or work of a temporary nature (including special projects), provided overtime would not be triggered, the District will offer the work in the following order of preference to: (1) the most senior qualified employee performing the work of the same nature at the building (or in department) who desires the work, provided ability, qualifications and job performance are substantially equal; (2) the most senior qualified employee desiring the work provided ability, qualifications and job performance are substantially equal. Expiration of these temporary days or work will not be considered a reduction in force under Section 3.26 nor will they result in additional benefits unless projected to continue for more than sixty (60) days.

Opportunities for temporary summer school work which would fall within the Association's bargaining unit if performed during the school year shall be posted in-district at the same time as the posting is advertised to the public. Qualified bargaining unit members shall be considered for the work before the District offers the work to others. Where ability, qualifications and job performance are substantially equal, a senior bargaining unit member who applies for the position will be offered the position over a less senior bargaining unit member or outside applicant. Association members selected for such positions shall be paid an hourly rate on the salary range assigned to similar work during the school year. Experience step placement and educational advancement placement for such employees shall be the same as an employee's school year placement if the employee holds the same position during the school year. Employees working during summer school will receive an additional premium pay of \$.50 per hour.

### **Section 3.31 Letter of Intent**

On or prior to the last day of the student school year, each employee shall receive a letter of intent from the District stating the employee's intended position, annual days, and hours per day for the following school year. Changes to such intended hours and days, if any, shall be made only pursuant to Section 3.26 of the collective bargaining agreement.

### **Section 3.32 Mandatory Work Hours/Days**

There are times during the work year when the needs of the building and/or District may require that specific staff members work additional days or hours that are not voluntary. The District reserves the right to require these staff members to work additional days and/or hours on non- student days when certificated employees are scheduled to work. The District will give three (3) working days notice.

### **Section 3.33 Facilities**

If space and cost are not prohibitive, the District will provide each employee reasonable access to facilities allowing for effective, required communication, including necessary technology and an individual mailbox. For employees who do not have secure storage for personal belongings, upon request their supervisor will make available a location for this purpose. The District will not, however, be responsible for lost, stolen or damaged personal property.

## **ARTICLE 4 EVALUATIONS**

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### **Section 4.1 Philosophy**

Employee evaluation is a continuous and relational process designed to sustain professional growth and effectiveness through meaningful communication between the employee and the supervisor about agreed upon goals and established evaluation criteria.

### **Section 4.2 Purpose**

In order to sustain professional growth and effectiveness the established evaluation criteria and mutually agreed goals shall be used to:

- (a) Effectively assess employees in the performance of their tasks.
- (b) Allow employees to be contributing participants.
- (c) Make employees aware of areas in which their performance equals or exceeds criteria.
- (d) Make employees aware of areas in which there is need for improvement.
- (e) Develop information for individual growth and career planning for professional enrichment and/or the opportunity for reclassification.

### **Section 4.3 Responsibility for Evaluation**

It shall be the responsibility of the Building Administrator or Administrative Designee to evaluate classified members in their building. When appropriate, input for the final evaluation will be gathered from other supervisors, who will be identified. A copy of the proposed evaluation will be given to the employee at least two (2) employee work days prior to an evaluation meeting.

### **Section 4.4 Goal-Setting Conference**

A goal-setting conference shall be held between the supervisor and employee to discuss the job expectations, evaluation criteria and goal(s) for the work year. This conference shall be held within thirty (30) working days after the start of each school year and be documented on the form found in Appendix B. Employees will be notified in writing at the start of the year if the evaluator is going to be someone other than the direct supervisor.

#### **Section 4.5 Probationary and Annual Evaluations**

Probationary employees shall be evaluated by their supervisor prior to the end of the sixty (60) calendar days probationary period. All employees will be evaluated at least once annually. Unless otherwise mutually agreed by the employee and supervisor, such evaluations will be completed no later than August 15 for annual employees and June 1 for school term employees. All evaluations shall be documented in writing.

The employee shall sign the evaluation report to indicate that the employee they have received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the content of the evaluation report. Each evaluation report shall be promptly forwarded to the District's Human Resources Office for filing in the employee's personnel file. A copy of the evaluation shall be given to the employee.

An employee may respond in writing to an evaluation. Any such response must be received within ten (10) working days of receipt of the evaluation. The response shall be attached to the evaluation in the personnel file.

#### **Section 4.6 Evaluation Criteria**

Each employee shall be evaluated, to the extent appropriate for the position held, on the basis of the following criteria as applicable:

- (a) Technical/Instructional Capability
- (b) Organizational and Supervisory Skills
- (c) Professional Traits
- (d) Attitude Toward Job

The evaluation instrument(s) shall be included as Appendix C. *Following work group results.*

#### **Section 4.7 Unsatisfactory Performance Status**

If the supervisor determines, on the basis of the evaluative criteria in section 4.6, above, that the performance of an employee under their supervision is unsatisfactory, the supervisor shall notify the Association and place the employee on Unsatisfactory Performance Status (UPS). The provisions of the UPS do not apply to probationary employees.

##### **Section 4.7.1 Unsatisfactory Performance Status Letter**

The employee shall receive from the supervisor a letter stating the reason(s) for declaration of UPS. The letter must include the following information:

- (a) Specific area(s) of performance deficiency.
- (b) A proposed performance improvement plan (PIP), including standards of improvement, schedule and duration of the PIP.

The letter must be signed by the supervisor and the employee to acknowledge receipt of notice. The letter is delivered during a personal conference with the employee to discuss placement of the employee on UPS, including the contents of the letter (specific areas of deficiency and the elements of the PIP). The employee is will be advised by the Evaluator that they are entitled to Association representation at this conference.



#### **Section 4.7.2 Performance Improvement Plan**

The supervisor and employee shall review and may revise the proposed PIP. In the event the supervisor and the employee cannot agree on any element of the PIP, the supervisor's determination(s) are final. This plan must be specifically designed to help the employee improve performance in the area(s) of deficiency. Signatures of both parties are required, provided that the signature of the employee shall only reflect receipt of the finalized PIP, rather than agreement with its contents. The supervisor, employee and Association shall retain copies of the PIP.

#### **Section 4.7.3 Conclusion of Unsatisfactory Performance Status**

At the end of the UPS period or if the supervisor recommends an early conclusion to the UPS and return to regular employment status, the supervisor shall recommend to the Superintendent one of the following actions:

- (a) That the employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the UPS;
- (b) That an additional specified period of time is necessary to assess whether the employee will demonstrate sufficient improvement in the stated area(s) of deficiency. The employee and Association shall be provided with a written rationale for the extension of a UPS period at the time the recommendation is given to the Superintendent. Any extension will be limited to a period of ninety (90) calendar days.
- (c) That the employee has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to terminate the employee.

#### **Section 4.7.4 Termination**

In the event that the supervisor recommended at the end of the UPS period that the employee be terminated, the District shall notify the employee in writing of the recommendation and the reason for the termination. See Section 3.25, Just Cause, Discipline, and Personnel Files. See also Article 7: Grievance and Complaint Procedures. The above-mentioned section will apply to all parties with the exception of probationary employees. A probationary employee is subject to Section 3.2, New Employees.

### **ARTICLE 5 LEAVES AND VACATION**

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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.

#### **Section 5.1 Sick Leave and Disability (including Pregnancy)**

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

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 notify their building principal or supervisor of an expected absence due to illness, injury or emergency as soon as possible according to building policy. When an expected absence is determined the day before, the employee is to notify their principal or supervisor at that time.
7. Sick leave provided herein that is not taken shall accumulate from contract year to contract year up to a maximum of the number of days in the employee's annual 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 3.22.
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 if 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 ~~personal physician~~ 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.

**Section 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).

#### **Section 5.4 Family and Medical Leaves**

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 alternative. The District shall maintain health insurance benefits as required by law during periods of approved PFML leave.

#### **Section 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.

## **Section 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 is ordered to take part in required military duty, training, or drills.

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

## **Section 5.7 Leave 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. The Superintendent may call for a licensed health provider'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 3.25.
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.

## **Section 5.8 Personal Leave**

1. Three (3) days per year non-accumulative leave will be allowed for situations which require absence during school hours, purposes do not have to be stated.
2. Personal leave is not deducted from an employee's sick leave allocation or balance. 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.

### **Section 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:

- a. The employee must give notice for such leave to the principal or supervisor as far in advance as possible;
- b. Religious Observance Day leaves will be without pay, or arrangement must be made to make up the lost days.
- c. 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.

### **Section 5.10 Civic Duty Leaves**

#### **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.

#### **2. Jury Duty**

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

#### **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 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 his or her contractual relationship with the District, the leave shall be with full salary but with witness fees refunded to the District.

### **Section 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, or Association or Association-related

business.

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 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 3.26, Reduction in Force/Layoff and 3.27, Voluntary Transfers and 3.28, Involuntary Transfers. 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.

### **Section 5.12 Substitutes for Employees on Leave**

When the District determines that the level of work normally performed by a regular employee absent on leave must be maintained, the District will maintain the level of service required by any of the following methods:

- (a) Hiring a qualified and available substitute; or
- (b) Extending the hours of another regular employee so as not to exceed forty (40) hours per week.

### **Section 5.13 Association Leave**

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, ~~and~~ 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 ~~costs~~ 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 certificated staff, per the certificated 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 educator, if a substitute is used.

### **Section 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.

### **Section 5.15 Vacations**

Annual —employees earn ten (10) working days' vacation for twelve (12) months' service during the first twelve (12) months service; twelve (12) days during year 2; fifteen (15) days during years 3 through 5; eighteen (18) days during years six through 10; twenty-two (22) days for each year after 10 years. Vacation day(s) will be allocated as earned on a monthly basis. This vacation must be scheduled in advance with the approval of the employee's supervisor and may not be taken during the days the students are in school attendance.

### **Section 5.16 Holidays**

Employees shall receive the following paid holidays which fall within their regular work period:

Labor Day	New Year's Eve Day
Veteran's Day	New Year's Day
Thanksgiving Day	Martin Luther King Jr.'s Birthday
Day after Thanksgiving	Presidents Day
Christmas Day	Memorial Day
The day before or after Christmas Day	Independence Day

1. Hourly employees shall receive holiday pay on a pro-rated basis for the holidays listed above. Employees in pay status the scheduled work day before and the scheduled work day after the Independence Day Holiday shall receive pay for the holiday. Employees in pay status on the first student day of the school year shall be paid for Labor Day. Employees required to work on a holiday shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked in addition to their holiday pay.

## **ARTICLE 6 SALARY AND FINANCIAL PROVISIONS**

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### **Section 6.1 Salary Schedule**

All employees will be paid in accordance with the schedule attached to this agreement as Appendix A. The 2018-19 Appendix A shall be increased by six percent (6%) inclusive of the annual state inflationary adjustment, the implicit price deflator (IPD) for the 2019-20 work year, by the state inflationary adjustment, Implicit Price Deflator (IPD) or the comparison district calculation provided for in the certificated Agreement for 2020-21, and the larger of IPD, five percent (5%) or the comparison district calculation provided for in the certificated Agreement 2021-22. Any time there is an adjustment to the salary schedule an updated Appendix A will be sent to the Association and posted on the website

within 60 days of the adjustment. All employees will advance one experience (1) step on the salary schedule effective September 1 of each year for the duration of the Agreement provided that the employee worked at least 50% of that employee's work year the previous school year. The District, at its discretion, may place new initial hires on a higher experience step for credit for prior job-related work experience.

All employees will be paid in accordance with the schedule attached to this agreement as Appendix A. Any time there is an adjustment to the salary schedule an updated Appendix A will be sent to the Association and posted on the website within 60 days of the adjustment. All employees will advance one experience (1) step on the salary schedule effective September 1 of each year for the duration of the Agreement provided that the employee worked at least 50% of that employee's work year the previous school year. The District, at its discretion, may place new initial hires on a higher experience step for credit for prior job-related work experience.

**Section 6.2 Longevity Incentive Stipend**

In recognition of staff's dedication and tenure in Tukwila School District and as an incentive to retain quality staff, a Longevity Incentive Stipend will be implemented based on years of service in Tukwila School District.

Placement on the Longevity schedule is based on years of service in Tukwila School District using the employee's hire date. If the employee was employed the previous school year at .5 FTE or greater, then the employee will be awarded one year of service.

The Longevity Incentive Stipend will be prorated by FTE using a full time equivalency of 1.0 = 1440 hours. The Longevity Incentive Stipend is as follows, as each indicated year is completed and will be paid in a lump sum on the July pay warrant:

0-1 years:	N/A
2-5 years:	\$500
6-10 years:	\$1,000
11- 15 years:	\$1,500
16+:	\$2,500

**Section 6.3 Special Education Paraeducators**

Paraeducators assigned on a regular and continuous basis for special education instruction, as determined by the Director of Special Education, shall be paid at the special education paraeducator rate of pay as reflected in Appendix A. Such paraeducators shall be considered to be within the same classification as other paraeducators for all other purposes.

The Association and District also agree that any paraeducator who is both a paraeducator and special education paraeducator in their regularly assigned position for the District, will be paid at the ESII rate for the entire assignment as a paraeducator.

For example, a six-hour paraeducator who works four hours as a paraeducator and two hours as a Special Education paraeducator would be paid six hours at the ESII, special education paraeducator rate. A six-hour paraeducator who works four hours as a special education paraeducator and two hours as a paraeducator would be paid six hours at the ESII, special education paraeducator rate.

Any employee who substitutes for a special education paraeducator will be paid at the differential rate per the collective bargaining agreement.



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.

#### **Section 6.4 Interpreter Rate of Pay**

Employees are allowed to apply for an interpreter rate of pay. Employees may apply and will be selected on an annual basis to receive this rate of pay based on the needs of the District and the demonstrated language skills of the employee. Employees selected for this interpreter rate will receive an additional \$.50 per hour for all hours worked as a District employee covered by this Agreement. Employees who are not selected for this interpreter rate of pay, but who are asked by a building administrator to perform interpreter services, will receive the increase of \$.50 per hour for all hours worked for that day.

#### **Section 6.5 Educational Advancement**

Employees shall receive a \$.40 increase to the employee's regular rate of pay for every ten (10) credit or one hundred (100) clock hours successfully completed in approved courses taken while employed by the District. Such courses must be directly related to improving the employee's skill and/or professional abilities as related to the employee's position, professional goals reached in agreement with the employee's supervisor, or the District's strategic goals and/or objectives and must be pre-approved by the employee's building or program supervisor. Official transcript documenting earned credits must be provided by the employee and received by the District on or before October 1 of each year in order to be counted toward salary during that school year.

#### **Section 6.6 Insurance Benefits**

##### **Section 6.6.1 Insurance Benefit Amount**

Through December 31, 2019 the state funded rate for insurance benefits will be provided for employees working seventy (70) hours or more per month. The District shall pay the full cost of the retired employee subsidy carve-out. Benefit payment rates for part-time employees (full-time being 1,440 hours or more of work per year) will be pro-rated according to the fraction of 1,440 hours worked per year.

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. 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.

**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.

**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.

**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.

**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.-

**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.

**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.

### **Section 6.6.2 Insurance Plans**

Through December 31, 2019, insurance funds will first be applied toward the premiums for long term disability, vision, dental, and life insurance. The remainder will be available for group medical premiums. If the amount available for medical insurance does not cover the cost of the individual employee's family plan, the employee shall provide the difference through an authorized payroll deduction.

### **Section 6.6.3 COBRA Rights**

Access to insurance benefits following termination of employment shall be provided as required by federal law.

### **Section 6.6.4 Pooling**

Through December 31, 2019 all State insurance funding mentioned in the above paragraph which is not used by eligible employees shall be placed in a pool. Additionally, the District will contribute an additional \$10,500 into the 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. Each eligible employee may draw on this pool according to his or her needs during the school year beginning October 1.

### **Section 6.6.5 Section 125 Plan**

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

### **Section 6.7 Travel Allowances**

An employee who is authorized to use their personal car on District business shall be compensated at the IRS rate per mile. The mileage shall be authorized and validated by the employee's supervisor as designated by the Superintendent's office on approved District forms.

### **Section 6.8 Salary Schedule Increase**

For each year of the agreement beginning September 1, 2015 the wage rates established in Appendix A shall be increased by the statewide percentage increase identified in the state

appropriations act for employee cost-of-living adjustments, plus the percentage increase generated for that year pursuant to Section V.3 (c) of the Tukwila Education Association agreement, as that increase relates to annualized total salary

### **Section 6.9 Payroll Errors**

On occasions when the District makes an underpayment 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 include a repayment schedule over the same time period as the overpayment accrued.

### **Section 6.10 Payroll Deductions**

All salaries are subject to payroll deductions for:

1. Public Employees' Retirement Systems;
2. Withholding taxes;
3. Social Security
4. Absence not provided for by leaves (computed at per diem based on the employee's 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.

### **Section 6.11 Supplemental Hours**

For those office professionals who have regularly been assigned supplemental hours at the beginning of the work year compensated with time off, the District shall add the number of hours to their annual assignment as regular work hours, subject to annual review in establishing the next year's work year.

### **Section 6.12 Job Responsibilities**

If an employee's job responsibilities substantially change, the job description shall be updated to reflect the new duties, and the parties shall analyze the new job description in comparison to other positions within the position category in Appendix A to determine if the position should be reclassified.

## **ARTICLE 7**

## **GRIEVANCE AND COMPLAINT PROCEDURES**

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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 ii. Arbitration or a Statutory Hearing

a) 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.

### 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.



**ARTICLE 8 TERM OF AGREEMENT**

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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 Document
- Job Description Committee for Reclassification

TUKWILA EDUCATION ASSOCIATION

TUKWILA SCHOOL DISTRICT

\_\_\_\_\_  
  
Brian Seigel  
President  
Tukwila Education Association  
  
Date \_\_\_\_\_

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

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Appendix A

2019-2020 TEA-ESP SALARY SCHEDULE

2019-2020 ESD Salary Schedule with 6.0% Increase			
	< 1 year	1 - 2 years	3+ years
	Step 0	Step 1	Step 2
<b>Clerical</b>			
<b>C I</b>	\$ 19.15	\$ 20.48	\$ 21.77
Copy Center Operator			
<b>C II</b>	\$ 22.36	\$ 23.88	\$ 25.41
Library Materials Technician			
Office Assistant			
<b>C III</b>	\$ 25.98	\$ 27.09	\$ 28.22
Secretary			
Registrar			
Receptionist/Sub Coordinator			
Library Media Technician			
<b>Educational Support</b>			
<b>ES I</b>	\$ 24.69	\$ 26.19	\$ 27.74
Para			
Assessment Specialist Elementary			
<b>ES II</b>	\$ 25.48	\$ 27.01	\$ 28.54
ELL Para			
Sp Ed Para			
Early Learning Para			
College & Career Readiness Specialist			
Assessment Specialist Secondary			
<b>ES III</b>	\$ 36.73	\$ 39.24	\$ 41.74
Assessment Specialist District			
Early Learning Lead Teacher			
<b>Professional</b>			
<b>P I</b>	\$ 24.69	\$ 26.19	\$ 27.74
Health Assistant			
<b>P II</b>	\$ 31.98	\$ 33.56	\$ 35.13
Office Manager			
Administrative Assistant			
Licensed Nurse Practitioner			
McKinney Vento Liaison			
Grant Compliance Analyst			
<b>P III</b>	\$ 36.14	\$ 37.46	\$ 38.80
HR Business Specialist			
Quality Engagement Specialist			
Payroll Specialist			
Business Specialist			
<b>P IV</b>	\$ 36.73	\$ 38.39	\$ 41.74
Registered Nurse			
Accountant			
<b>Technology</b>			
<b>T I</b>	\$ 29.15	\$ 31.14	\$ 33.11
Network System Technician I			
<b>T II</b>	\$ 33.56	\$ 37.49	\$ 41.40
Network System Technician II			
<b>T III</b>	\$ 53.95	\$ 55.81	\$ 57.63
Network System Analyst			
<b>Program/Building Support</b>			
<b>PBS I</b>	\$ 29.15	\$ 31.14	\$ 33.11
Community Liaison			
Success Coordinator			
Drop Out Reengagement Coordinator			
Stay in School Coordinator			
<b>PBS II</b>	\$ 30.34	\$ 32.41	\$ 34.47
Family Support Specialist			
<b>PBS III</b>	\$ 31.14	\$ 33.25	\$ 35.40
Security Officer			

  

Factor 1 (TSD Only)	
Education Level 0	0.00 0-8 Credits
Education Level 1	0.47 10-19 Credits
Education Level 2	0.93 20-29 Credits
Education Level 3	1.40 30-39 Credits
Education Level 4	1.87 40-49 Credits
Education Level 5	2.33 50-59 Credits
Education Level 6	2.80 60-69 Credits
Education Level 7	3.26 70+ Credits

  

Factor 2 (TSD Only - Based on FTE)	
Longevity 1	- 0-1 YEAR
Longevity 2	500 2-5 YEARS
Longevity 3	1,000 6-10 YEARS
Longevity 4	1,500 11-15 YEARS
Longevity 5	2,500 16+ YEARS

  

Factor 3 (X Factor)	
% Increase on Hourly rate	

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# Appendix B

## Calendar

### 2019-2020 School Calendar

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					

  

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		

  

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

  

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				

  

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	

Tukwila School District 4640 S 144th St Tukwila, Washington 98168 206-901-8000 (Main)   206-901-8016 (Fax)	
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>	
<i>Foster and Showalter release at 11:30 a.m.</i>	
<i>Elementary Schools release at 12:45 p.m.</i>	
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

  

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				

  

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		

  

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						

  

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	31					

  

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 C**

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**Evaluation Goal Form**

**Goal-Setting Conference Documentation Form – ESP Employees**

Name of Employee: \_\_\_\_\_ Position: \_\_\_\_\_

School Year: \_\_\_\_\_ Date of Goal-Setting Conference: \_\_\_\_\_  
(To be held within 30 working days after the start of each school year.)

**Goal(s):**

Review evaluation criteria (see back of form): \_\_\_\_\_ (employee must initial)

I, \_\_\_\_\_, verify that I have reviewed my goal(s) and the evaluation criteria with my supervisor for this school year.

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

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

List name of Evaluator if other than Supervisor: \_\_\_\_\_

Cc: Employee  
Working File

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**Appendix D**

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**ESP Evaluation Tool  
(In development under MOU)**

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## Appendix E

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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

\_\_\_\_\_  
Association Representative Date

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

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## **Fundamental Course of Study**

### **Memorandum of Agreement**

The Association and District agree to address training and work impacts of required state training for paraeducators, the Fundamental Course of Study (FCS). In the 2019-20 school year the state has funded and requires fourteen (14) hours (two (2) days) of training on modules of the FCS. By October 1, 2019 the District shall survey all instructional paraeducators regarding which modules employees prefer to address in the first year of training, the preferred format of the trainings (seven (7) hours must be in-person), and preferred options for scheduling of the trainings. The results of the survey and the District's recommended plan for implementing the FCS training for 2019-20 will be shared with the Association in labor-management for feedback and collaborative planning in the following areas:

- Training Modules offered
- Timing of trainings throughout school year
- Possible utilization of "Approved" courses offered through other organizations
- Plan for future FCS training needs

If employees are required to complete any trainings outside of their regular work hours, including trainings offered by other organizations, they shall be paid their regular rate of pay for the extra time.

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## **Appendix G**

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### **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 criteria (in Section 4.6), process, instruments for ESP (educational support professionals) staff.

Background.

The Parties agree that the current evaluation criteria, processes and instruments in use for ESP employees require improvement. The Parties also agree that ESP employees and the administrators evaluating them should have the primary role in improving the evaluation criteria, 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 process and instrument in use in the 2018-19 work year.
2. The Parties shall convene a work group, for up to five (5) hours of meetings, made up of up to five (5) employees and five (5) administrators, to develop improved evaluation criteria, processes and instruments. The Association will select the ESP employees who will serve on the work group. The District will provide ESP employees in the work group release time or hourly pay at their regular rate for their work in this group. The evaluation process should include a review of the correlation between the employee's job description and current assignment. The recommendations of the work group shall be completed by March 15, 2020.
3. The Parties shall consider the recommendations of the work group and come to final agreement on the evaluation criteria, processes and instruments by June 1, 2020 and those criteria processes and instruments shall be used in the 2020-21 work year.
4. This Agreement shall expire and be superseded by the terms of the agreement described in Paragraph 3 above on execution of that agreement.





**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