

**COLLECTIVE BARGAINING  
AGREEMENT  
September 1, 2024 - August 31, 2027**



**North Thurston  
Education Association**

**and**

**North Thurston  
Public Schools**

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# PREAMBLE

## Section 1: Belief Statement

- A. The North Thurston Public Schools (the District) and the North Thurston Education Association (the Association) work to develop ongoing, collaborative and interest-based bargaining. We proudly commit to these practices as the base of our relationship because it serves the best interests of our students, educators, and community. We believe that continued collaboration and openness will allow us to achieve the shared District mission of a “Committed to excellence: Preparing all students for rewarding careers, fulfilling lives, and compassionate global citizenship.” Our students will receive the highest quality education possible when we work together in support of students and families. Therefore, our strong, mutual relationship will not only serve our students today, but will provide the leadership foundation for future bargaining teams.
- B. To accomplish our mission, both parties work to create shared values and beliefs that guide the generation of common interests. We believe that in order to best serve our students through a multidisciplinary system of supports, we must support and empower teachers and the profession of teaching. These shared beliefs are:
1. We believe that every student is worthy of the highest quality education possible.
  2. We believe we are a learning organization that values teacher professional development, promotes shared leadership and collaboration, and exemplifies research supported best practices.
  3. We believe that students are best served when professionals make collective decisions based on the academic, social, and emotional needs of children.
  4. We believe in equity of opportunity for everyone in the district. Equity of opportunity means that resources are allocated to areas of highest need so that issues of race, ethnicity, gender, language proficiency, or socioeconomic status are not predictors of student performance.
  5. We believe in our educators and will act in support of the teaching profession.
  6. We believe that each school is in the best position to understand the needs of its students and community. To that end, we will encourage proactive and creative innovation and collaboration that responds to the needs of students.
  7. We value the diversity of our community and will seek to engage all communities in support of student success.
  8. We believe in transparent communication about how we work to educate students.
  9. We believe that economic or legislative barriers will not impede our positive, proactive approach to educating all students.

## Section 2: Development of Collaborative Bargaining Interests

Based on our commitment to students and the interest-based process, the bargaining teams established collaborative interests to guide the work. This contract promotes the interest to:

1. Recruit, hire and retain a world class teaching force. This teaching force should also reflect the diversity of the student population and local community.
2. Promote a safe, healthy, and supportive work environment for staff and students.
3. Build a contract where the Association and District gain pride and a sense of accomplishment.

4. Work toward exemplary working conditions in the areas of compensation, class size, workload, and teacher responsibilities.
5. Recognize that higher levels of student achievement cannot happen with a “one size fits all” approach. The contract should allow for creativity and innovation in how schools respond to the learning needs of students.
6. Build a future-focused system for teacher evaluation and support. This interest acknowledges that teacher effectiveness is the most important factor in improving student achievement.

## **ARTICLE 1 – ADMINISTRATION**

### **Section 1: Recognition**

- A. The School Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel under contract or letter of intent, or on leave, or on an hourly basis as defined in RCW 41.59. Such representation will cover all personnel assigned to newly created professional certificated positions unless the parties agree that such positions are supervisory, as defined in RCW 41.59.020(4) (d). Such representation will exclude the Superintendent, Assistant Superintendents, Executive Directors, Directors, Assistant Directors, Principals, and Assistant Principals.

### **Section 2: Substitute Representation**

- A. Such representation will include substitute certificated employees employed by the District for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes.
- B. Such representation will include long-term certificated substitutes employed by the District. Long-term substitutes become employees when it is anticipated or comes to pass that a member of the bargaining unit will be absent from the employee's regular teaching assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive workdays. In addition, a substitute will be considered "long-term" when a certificated employee will be gone from a position for a period of time and, according to the Executive Director of Human Resources, it requires the substitute to take over the full responsibilities of the position from the first day of the assignment. The per diem rate of pay for long-term substitutes will be \$220 per day regardless of the individual's education and experience.
- C. The following Articles and sections shall not pertain to the representation of substitutes: Article 19 - Evaluation, Article 21 – Assignment, Vacancies and Transfer, Article 7 - Contracts, Workday, Payment, Article 22 - Leaves, Article 28 - Layoff and Recall, and Articles 39-40 - Compensation and Benefits.

## **ARTICLE 2 - STATUS OF THE CONTRACT**

### **Section 1: Contract Ratification**

- A. This contract will become effective when ratified by the School Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.
- B. This contract will supersede any rules, regulations, policies, resolutions and practices of either the District or the Association, which will be contrary to or inconsistent with its terms.

### **Section 2: Contract Waivers**

- A. A waiver to any provision of this contract may be requested utilizing the steps and forms established in Appendix C. The waiver request will be evaluated by the District and Association for any working condition issues impacted should the waiver be approved. Examples of working condition issues could include planning time, class sizes, variations to programs, the workday, and teacher responsibilities. The waiver process allows Association members and principals to process innovative ideas and programs in response to student learning needs and to close achievement gaps while keeping working conditions in mind. The waiver process also assumes collaboration and consensus-building regardless of the size of the group involved in the waiver request.
- B. The Association and the District agree that granted waivers are not precedent-setting. The parties further agree that once the waiver has expired, all waiver provisions shall return to the status contained in the collective bargaining agreement.
- C. See Contract Waiver Request Forms and Flow Chart in Appendix C.

## **ARTICLE 3 - CONTRACT COMPLIANCE**

### **Section 1: Individual Employee Contracts**

- A. All individual employee contracts will be subject to and consistent with Washington State law and the terms and conditions of this collective bargaining agreement (CBA). If any individual employee contract contains any language inconsistent with this CBA, the CBA will be controlling.
- B. Neither the School Board, the District, nor the Association will directly or indirectly engage in or assist in any unfair practices.
- C. While this contract is in force, neither the Association nor its members will engage in any concerted action against the District including, but not limited to, strike, work slowdowns, and/or reprisals against School Board members and/or administrators.
- D. This contract shall be governed by the Constitution and laws of the United States and the State of Washington. If any provision of this contract, or any application of it to any employee or group of employees is determined to be contrary to law, such provisions or applications will have effect only to the extent permitted, and all other provisions or applications of the contract will continue in full force and effect.

- E. Any provision or application of this contract that is determined contrary to law, but is, subsequent to that determination, found to be lawful, will take effect upon such finding.
- F. Any section found contrary to law will be subject to reopened negotiations in an attempt to negotiate a successor section, which is not contrary to law.
- G. Being found contrary to law includes noncompliance with regulatory requirements for funding and/or program approval and rulings from a court of law, the State Auditor, and/or the Attorney General.
- H. The Association declares and promises to indemnify and hold harmless the District, and its officers, agents, or employees against any claims made or any suit instituted against the District or said persons, individually or severally, resulting from the implementation of the provisions of this agreement.

## **ARTICLE 4 - CONTRACT ADMINISTRATION**

### **Section 1: Contract Compliance and Information Sharing**

- A. Association representatives will meet with the Superintendent or designee at least once per month during the school year to review and discuss current school problems and practices in the administration of this contract.
- B. The Association will provide to the Superintendent or designee, for the purposes of enabling effective communication and work with the Association, the names of its officers, committee chairpersons, and building representatives.

## **ARTICLE 5 - DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT**

Within thirty (30) days after the signing of this CBA by the parties, the District will electronically post the CBA. The District will provide fifty (50) copies to the Association. It will be the responsibility of the Association to distribute copies. All employees new to the District will, at the time of signing their individual contract, be provided with directions on how to access the contract online.

## **ARTICLE 6 - ISSUANCE OF INDIVIDUAL EMPLOYEE CONTRACT**

Each employee will be issued an individual employment contract, which will be renewed or not renewed by the District each year pursuant to continuing contract laws of the State of Washington. All individual employment contracts will be subject to and consistent with Washington State statutes and this agreement. Employees will be issued an individual employment contract on or before June 1 of each year of this CBA. Failure of the employee to execute and return such contract within ten (10) workdays of receipt of the offer at worksite will relieve the District of employment responsibility. The provision of Article 3 of this contract will, under the provisions of this section and Article 7, be controlling with respect to employment

agreements. Supplemental contracts when issued are pursuant to RCW 28A.400.200. The individual contract rider and supplemental contract are included in this agreement.

## **ARTICLE 7 - CONTRACTS, WORKDAY, AND PAYMENT**

### **Section 1: Certificated Employee's Contract**

The District will provide each certificated employee a contract or contracts with the appropriate position title indicated therein and in conformity with Washington State law, State Board of Education regulations, this CBA, and District policies.

### **Section 2: Copies of Contract**

Employees will receive notice from the District that their contract is ready to be accessed electronically. The employee will be responsible for signing the contract and returning it to HR within ten (10) workdays of receipt of the notice to be placed on file in the Human Resources Office.

### **Section 3: Release from Contract**

- A. Each spring, certificated employees will be asked to sign a letter indicating intent to return the ensuing year. Once that contract is signed, a certificated employee will be released from the contract obligations under the following conditions:
  - 1. Prior to the last student day
    - a) Submit a letter of resignation to the building principal and Human Resources.
    - b) Release from contract will be granted.
  - 2. After the last student day
    - a) Certificated employee should notify the building principal and/or Human Resources of intent to be released from contract or to work in another district.
    - b) Submit letter of resignation to Human Resources at earliest opportunity.
    - c) Release from contract will be granted upon determination of an adequate replacement.
- B. A release from contract may be granted in case of illness or other emergency matters that make it impossible for the certificated employee to continue in the district.

### **Section 4: Length of Contract**

- A. The length of the regular certificated employee contract will be comprised of the following components.
  - 1. One hundred eighty (180) designated school days



2. Any State funded days beyond the 180 school days as designated by the legislature.
  3. Seven (7) supplemental professional development days: one (1) day prior to the opening of school and six (6) days for District Professional Development.
- B. Any extension of contract days by the District will be computed by the certificated employee's contracted annual salary divided by the number of state funded days.
  - C. The District and the Association will mutually agree on a calendar which will specifically identify the dates for items in Article 7, Section 4.A.
  - D. The requirement to attend, along with the payment for all days identified in Article 7, Section 4.A.3 may not be operative, as approved by the Board of Directors, during any school year the District has implemented a formal Reduction in Force due to a significant change in funding or double levy failure. If this section is implemented, the District and Association will meet to discuss the impact of the lack of or change in funds.
  - E. On the last day of the student year, as a result of contract time completed during the year, staff will be allowed to leave the work site after completing or arranging a check out procedure with the principal or supervisor. Refer to Article 37 - Report Cards.

### **Section 5: Length of Workday**

- A. Certificated employees will begin their duties not less than thirty (30) minutes before the regular student day or scheduled shift begins and will continue not less than thirty (30) minutes after the regular student day ends, provided the minimum day, including a continuous thirty (30) minute duty-free lunch period, will be seven and one-half (7 1/2) hours. Schools may choose a flextime model for before and after school time. Such models will be developed collaboratively and approved by the bargaining team. Two (2) building faculty meetings per month may extend the workday of the employees by a reasonable length. Reasonable is generally defined as up to thirty (30) minutes.
- B. Because learning occurs outside the regular classroom situation and a quality general school climate contributes to more effective, efficient learning inside the classroom, it is important that trained certificated staff be associated with students as they participate in any activity for which the school assumes responsibility. Assignment of out-of-workday supervisory activities will be made on a voluntary basis. In the case of an emergency, supervisory activities may be assigned in order to respond to the emergency.
- C. During Conference weeks, each bargaining unit member will be required to participate in conferencing based on the alternative schedule as voted on by certificated staff assigned to the school, which will include at least one (1) evening offering. The schedule for conferences during conference week will be determined at the school level. The Association and building Administrators shall develop a uniform tool to conduct a survey of certificated staff priorities for this schedule. The Association shall carry out the survey through building reps, and the results of the survey are reported to the principal one (1) month before the conference week. This process shall be conducted twice per year for fall and spring conference weeks.
- D. The content, purpose, and schedule for Open House will be determined at the school level. The Association and building Administrators will develop a tool to conduct a survey of certificated staff

priorities for this event. The Association will carry out the survey through building reps, and the survey results will be reported to the principal before June to schedule the event for the following school year.

- E. Elementary certificated teachers will not be assigned any AM and/or PM bus duty, recess duty or morning supervision. This section is not intended to include walking students to buses or extraordinary circumstances.

### **Section 6: Payday**

Pay dates will be established by the District each year and will be on the last non-holiday weekday of the month. Pay will be provided by direct deposit within the parameters established by the banking system and the District payroll office.

### **Section 7: Maintaining Certification**

Employees will maintain appropriate certification in their area of specialization and assignment. Failure to maintain such certification will constitute adequate grounds for termination of the employee's contract with the school district.

### **Section 8: Compensation, Supplemental Compensation/Responsibility Contract Payment**

- A. Compensation - Full time employees shall be compensated for their work by payment of an annual salary as provided on the negotiated salary schedule, Appendix A to this Agreement. Part-time employees will be paid in like manner prorated to their FTE.
- B. Responsibility Contract – Additional pay will be provided for each member for additional responsibilities performed in service in accordance with Appendix B. The amounts shown are per full-time equivalent and will be prorated for less than full time employees, including employees in a job share situation. No responsibility contract will be provided to employees on sabbatical.
- C. All of the supplemental days shall be paid at the daily per diem rate, which is calculated as 1/180<sup>th</sup>, or one (1) divided by the number of the negotiated annual salary schedule if the base year varies from 180 days. This shall include any state provided inflationary increase for all employees.
- D. Longevity payments shall be made as provided for on the salary schedule (see Appendix A).
- E. Total number of supplemental days annually is seven (7) days. Three (3) of the days shall be as follows, and clock hours shall be provided for in-District Professional Development:
  - 1. Three (3) days shall be District provided Professional Development, with Association input. Individual employees, who do not have a team of teachers of their subject in the building, will be able to meet as a group across the District, unless the Professional Development is directly related to building based program(s). Employees may be able to use this time to attend conferences and state-wide professional organization meetings, with prior District approval. Special education staff may use this time for IEP or special education related paperwork and WA-AIM; or, Kindergarten teachers may use this time for WA KIDS should appropriate Professional Development not be available on the scheduled day with prior District approval. These are three (3) of the six (6) days for District Professional Development referred to in

Section 4.A.3, above. The other four (4) days referred to in Section 4.A.3, above, are the day prior to the opening of school and three (3) additional District-directed PD days.

- F. Should the District experience a double levy failure, or should Washington State change the funding model for certificated staff, the District and Association agree to renegotiate supplemental day language that may be impacted or deemed contrary to RCW or WAC.
- G. The District and Association agreed to increase supplemental compensation on the basis of the District's levy authority in 2018. If the legislature reduces the District's levy authority or changes how levy funds may be spent, after September 1, 2018, or in the event of a double levy failure, the District and Association agree to meet and negotiate regarding the amount of supplemental compensation impacted by the legislative change. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.

### **Section 9: Extended Days**

- A. All Registered Nurses within the North Thurston Public Schools shall hold valid Educational Staff Associate (ESA) Certificates issued by the State Superintendent of Public Instruction and a Washington Registered Nurse's License with a Bachelor of Science in Nursing (BSN).
- B. Nurses will receive a supplemental contract for five (5) 7.5-hour days' compensation at per diem rate. Days will be prorated by FTE. These days will be used on a schedule developed by each nurse, with supervisor approval, to fulfill their responsibilities in developing and implementing health plans for students with illnesses, immunization compliance, staff training and communication, and other activities. In the event that additional time is needed to meet student needs, the nurse should notify the supervisor to determine an appropriate remedy.
- C. Middle School and High School Counselors will receive a supplemental contract for ten (10) 7.5-hour days' compensation at per diem rate. Days will be prorated by FTE. These days will be used on a schedule developed by each Counselor, with supervisor approval, to fulfill their responsibilities in creating schedules, meeting student social emotional needs, and other beginning or end of the year activities.
- D. Middle School and High School Teacher Librarians will receive a supplemental contract for eight (8) 7.5-hour days' compensation at per diem rate. Elementary Librarians will receive a supplemental contract for three (3) 7.5-hour days' compensation at per diem rate. Days will be prorated by FTE. These days will be used on a schedule developed by each Teacher Librarian, with supervisor approval, to fulfill their responsibilities related to library management at the beginning and end of the school year, as well as other activities.
- E. Mental Health Specialists will receive a supplemental contract for ten (10) 7.5-hour days' compensation at per diem rate. Days will be prorated by FTE. These days will be used on a schedule developed by each Mental Health Specialist, with supervisor approval, to fulfill their responsibilities and beginning or end of the year activities.
- F. Kindergarten teachers will receive a supplemental contract for one (1) 7.5-hour days' compensation at per diem rate. Day will be prorated by FTE. This day will be used on a schedule developed by each Kindergarten Teacher, with supervisor approval, to fulfill their responsibilities related to kindergarten assessment.

- G. Elementary Counselors will receive a supplemental contract for three (3) 7.5-hour days' compensation at per diem rate. Days will be prorated by FTE. These days will be used on a schedule developed by each Counselor, with supervisor approval, to fulfill their responsibilities in meeting student social emotional needs, and other beginning or end of the year activities.
- H. Special Education Certificated staff will receive a supplemental contract for one (1) 7.5-hour days' compensation at per diem rate. Day will be prorated by FTE. This day will be used on a schedule developed by each Special Education Certificated staff member, with supervisor approval, to fulfill their responsibility to special education students.

### **Section 10: Middle School Advisory**

- A. Student advisory period shall not exceed 150 minutes per week. Extended Advisory may be necessary to accommodate assemblies or conferences (for example); in such cases, building administrators will work collaboratively with NTEA members to establish a schedule that addresses student needs and mitigates impact on staff workload.
- B. Advisory shall not require grades for students.
- C. Middle school advisory class size capped at twenty-six (26); if cap is exceeded, middle schools are required to rebalance advisory classrooms.
- D. Itinerants will not be scheduled an advisory class.

### **Section 11: High School Advisory**

- A. Advisory shall not require grades for students.
- B. On average, advisory will be sixty (60) minutes per week.

### **Section 12: Summit Virtual Academy (SVA) Homebase Scheduling**

Teachers will, with training and implementation support, set up a calendar for scheduling Homebase meetings with contact groups in meeting scheduling software. Pursuing students who are not scheduling Homebase meetings will not be the classroom teacher's responsibility beyond referring to the administrator.

## **ARTICLE 8 - CONTRACTING OUT**

- A. The District will not contract with a private corporation for the performance of duties currently performed by employees represented by the Association, provided that this Article will not obligate the District to operate programs or classes with its own employees, if such programs or classes do not attract sufficient enrollment to make them economically desirable to the District working with its own employees. This shall not prohibit the District from contracting services when there is a lack of qualified applicants for a position.
- B. The District will not contract with public or private bodies to offer classes in basic skills areas as defined by the Basic Education Law, unless required by federal or state laws. This Article will not

prohibit the District, in collaboration with the Association, from entering into cooperative agreements with other public or private bodies for the offering of classes or programs except as noted above.

## **ARTICLE 9 - REOPENER CLAUSE**

Either the Association or the District can initiate a review of any article or part of an article throughout the bargaining process. Once initiated, both parties agree to negotiate and engage in the collaborative bargaining process.

## **ARTICLE 10 - PAYROLL DEDUCTIONS**

The Association and its affiliates (NEA, WEA, and WEA Chinook) will have, upon presentation of properly signed authorization, the right of payroll deduction of membership dues, assessments, and fees for certificated employees (represented by this bargaining agreement). The Association, no later than September 1st of each year, will supply a table of prorated annual dues, assessments, and fees for the ensuing year to the District Payroll Office.

## **ARTICLE 11 - OTHER DEDUCTIONS**

The District will, upon receipt of a proper authorization form, deduct from an employee's salary and make appropriate remittance for deductions agreed to by the District and the Association.

## **ARTICLE 12 - ASSOCIATION DUES**

### **Section 1: Association Dues**

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 North Thurston Education Association, 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 form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

### **Section 2: Substitute Dues**

The District shall deduct dues in the amount specified by the Association from the pay of substitute employees for whom 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.

# **ARTICLE 13 – ASSOCIATION RIGHTS**

## **Section 1: Use of Facilities**

- A. The Association and its representatives will have the right to use District buildings for meetings and to transact Association business; provided, however, such meetings must be scheduled with the building principal or designee and will not have precedence over routine educational use or over previously scheduled use by other agencies.
- B. Association members will have the right to use District facilities and equipment, including computers, copiers, Audio Visual, and office equipment at reasonable times to conduct Association business when such equipment is not otherwise in use. In the case of damage, the Association will reimburse the District for any incurred costs.
- C. The Association and its representatives will have the right to post notices of activities and matters of Association business in each staff lounge.
- D. The Association and its representatives will have access to employee mailboxes or slots, and e-mail where available.
- E. The Association and its representatives will have access to all District buildings and to all employees for purposes of conducting Association business, provided it will not conflict with regular school operations.

## **Section 2: Participation during work hours**

Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences, or meetings with representatives of the District will suffer no loss of pay. However, nothing contained herein will be construed to require such activities to be scheduled during regular school hours.

## **Section 3: Information Sharing**

A single copy of the following documents shall be furnished to the Association at no cost:

- 1. Regular and special school board agendas and minutes
- 2. New policies and procedures
- 3. Annual Financial and Audit Reports
- 4. Annual Budget, Budgeting Requirements, Student Enrollment, and Allocations
- 5. Bargaining unit directory, including employee names and addresses
- 6. Staff postings of openings
- 7. The Association President will be notified when the District knows that a member will be on an unpaid leave of absence of more than thirty (30) days.

## **Section 4: Association President's Leave**

The president of the Association will be granted a leave with pay for one (1) year, provided all costs to the District are reimbursed by the Association. During such leave, the president will accrue seniority, salary

increment, retirement credit as allowed by the Teachers Retirement System (TRS), and all other benefits as provided to Association members. Upon request, such leave will be extended annually. Upon return from leave, the employee will be placed at the teaching level occupied prior to the leave.

### **Section 5: New Employees**

In accordance with RCW 41.56.037, the District must 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 the Association.

The District shall provide notification to the Association of any new employee covered by this collective bargaining agreement. This notification shall include the name, assignment, work location, date of hire, and all contact information known by or provided to the District. This notification shall occur within twenty-four (24) hours of the Board hiring date for regular employees and include all substitutes becoming eligible for membership.

## **ARTICLE 14 - SCHOOL BOARD RIGHTS**

School Board rights include, but are not limited to, the following:

1. Hiring, supervising, and for cause discharging or non-renewing employees in accordance with requirements of law
2. The School Board or its designees have the sole right of assignment of employees
3. Representing the electorate in determining educational needs, the school curriculum, and District priorities, all consistent with provisions of applicable laws
4. Obligating District funds
5. Establishing the organization job descriptions and positions required in the District
6. Directing the work of all employees
7. Responding to emergencies of any nature
8. Bringing the District programs within limits prescribed by law and regulation for funding of the District
9. Curriculum and instructional program including the approval of instructional materials

## **ARTICLE 15 - DISTRICT ADVISORY COMMITTEES**

- A. The Association will be notified and have the right to represent certificated employees of the District on committees within and/or pertaining to the District when federal or state rules and regulations do not otherwise mandate committee structure and/or membership.
- B. In the case of parent and/or citizen advisory committees, employees will have the opportunity to participate as non-voting members when requested by the Association.
- C. The Association President or designee will have the opportunity and option to appoint a member of the Association to serve on all district committees. All findings, conclusions, or recommendations of such committees will be available to the Association. The Association may waive its rights to

recommend employees to committees when the Association deems it would be in the best interest of the District and the Association.

- D. A Stipend Committee including District and Association representatives will meet at least yearly on a continuing basis regarding stipends offered (see Appendix J). One responsibility of this committee will be to review, revise, and update as necessary job descriptions and responsibilities.

## **ARTICLE 16 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **Section 1: Non-Discrimination**

There will be no discrimination with respect to employment of any person because of such person's age (over 40), sex, race, creed, color, national origin, sexual orientation, including gender identity, marital status, domicile, honorably discharged veteran or military status, political activity (or lack thereof), or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by person with a disability, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular worker involved. The private and personal life of any employee is not within the appropriate concern or attention of the School Board except as such may adversely affect performance of educational responsibilities. Nothing contained herein will be construed to deny or restrict any employee such rights they may have under applicable laws or regulations.

### **Section 2: Right to Organize**

Certificated employees of the District will have the right to freely organize, join, and support the Association.

### **Section 3: Right to Progressive Discipline**

- A. No employee will be reprimanded or disciplined without just cause. See Appendix K.
- B. A letter of direction is a non-disciplinary action which may be issued to provide clarity of expectations for an employee and may be included in the administrator's working file, but not in the personnel file.
- C. The employer agrees to follow progressive discipline, which normally includes verbal warnings, written reprimand, and suspension without pay with non-renewal or discharge as the final and last resort. Disciplinary action taken against an employee will be appropriate to the behavior which precipitates said action.
- D. The District may elect to suspend an employee with pay (paid administrative leave) during the course of a just-cause process.
- E. The District's use of the evaluation process contained herein will not be considered as a reprimand or disciplinary action for the purposes of this section.
- F. All information forming the basis for any disciplinary action will be made available to the affected employee upon their request, and any complaint made against an employee by any parent, student,



or other person, and not called promptly to the attention of the employee, will not be used as the basis for disciplinary action.

- G. Formal actions by the Superintendent to dismiss, non-renew, or adversely affect the contract status of an employee will be handled through the appropriate statutory remedy and will not be construed as reprimands or discipline for the purpose of this section; however, in the event the Superintendent gives an employee a notice of probable cause for dismissal or adverse effect, the Superintendent or designee will hold a conference with the employee within five (5) working days after said notice, at which the employee will be informed of all information forming the basis for the probable cause. The employee will be entitled to have a representative of the Association present at this conference.
- H. Employees are expected to adhere to the provisions of the District Internet Permission and Acceptable Use Form.

## **ARTICLE 17 - ACADEMIC FREEDOM**

### **Section 1: Academic Freedom Definition and Responsibilities**

- A. Education is fostered and promoted in an atmosphere in which academic freedom for staff is encouraged and promoted, with due consideration to rights of the student and community. Academic Freedom includes studying, investigating, presenting or interpreting facts, information and ideas, and controversial issues. Teachers are entitled to academic freedom subject to accepted standards of professional responsibility within the framework of District policies and administrative procedures. The responsibilities include a commitment to democratic tradition; a concern for the rights, welfare, growth and development of children; objective scholarship, and recognition of the maturity level of students.
- B. Teachers are encouraged to provide for the free and orderly flow and examination of ideas in order for students to gain the skills necessary to gather and arrange facts, discriminate between facts and opinion, discuss differing viewpoints, analyze problems, and draw their own conclusions.
- C. Any complaint regarding instructional materials will be processed according to School Board Policy and Procedure. The Association will be informed and provided a copy of any complaint resulting in the reconsideration of instructional materials and be given the opportunity to provide testimony in a public hearing according to School Board Policy.
- D. A teacher's transcribed evaluation of a student will not be changed prior to the matter being reviewed by a committee consisting of the teacher and principal involved, the Superintendent, and the Association President or designee.
- E. No mechanical or electronic device will be used by the District to observe or place under surveillance any certified employee without their knowledge and consent. This section does not pertain to suspected criminal or professional misconduct investigations.

### **Section 2: Student Attendance and Late Work**

- A. Teachers' discretion may reasonably limit the amount of work provided or accepted during excessive excused absences. A student with five (5) or more consecutive excused absences or six

(6) excused absences in two (2) consecutive weeks of school, for example, may be considered to have excessive excused absences.

- B. When an assignment occurs during the period of time when a student is unexcused absent from school, the teacher is not obligated to provide additional materials, accept work (including tests and quizzes), or provide extended deadlines.
- C. When an administrator determines that late work should be provided or accepted outside the reasonable limitations put in place by the teacher, the administrator will put in writing a directive to provide or accept late work. In this case, the teacher and administrator will collaborate to determine the time needed to provide additional instruction, additional materials, and grading before commencing. The teacher will be compensated for time worked per this agreement at their per diem rate.

## **ARTICLE 18 - PERSONNEL FILES**

### **Section 1: Rights to Review Personnel Files**

- A. Each employee will have the right to inspect all material in their District personnel file upon making an appointment during normal office hours. No secret, duplicate, alternate, or other permanent personnel file will be kept anywhere in the District. Materials related to initial employment, such as college recommendations, will be destroyed or returned to the source upon employment of the individual, unless the employee notifies the Human Resources department within fifteen (15) days of the start of service to have the materials (including credentials and recommendations) retained. If the employee does so opt, the use of the materials will be limited to restrictions as may be imposed by the issuer of the materials. These materials will then be retained as a service to the employee.
- B. Copies of all materials to be inserted in permanent personnel files, except those requested by the employee, routine reference materials such as transcripts, records of certification, and those materials sent directly to the employee with copies directed to the personnel file, will be forwarded to the employee within ten (10) days after insertion. The employee will then have the opportunity to attach signed comments in reference to the material coincidental to its inclusion.

### **Section 2: Personnel File Contents and Removal**

- A. Any material, other than those covered by law, after a one (1) year period may be removed from the file upon written request of the employee involved.
- B. The District must agree to the removal of any written documentation of verbal warning, written reprimand or materials referred to in Article 16.3.C. This section is subject to the grievance process as outlined in Article 42.
- C. Evaluation reports may not be removed from the file.
- D. If a working file, including a computer file, is maintained at the building level, it will be subject to the requirements of this section. Computer working files, if maintained for an employee, will be maintained as a separate file for the individual employee.

# ARTICLE 19 - EVALUATION AND PROBATION

The following guiding principles shall serve to inform district practice in evaluation:

- The primary goal of any system of educator evaluation is to promote educator and student growth and learning.
- A collaborative relationship between evaluator and educator will be expected and is essential to the evaluation process.
- The focus of evaluation is to shape the conversations that lead to improved practice.

## **Section 1: Evaluation Requirements**

- A. Within each school, the principal or other administrator will be responsible for the evaluation of employees assigned to that school. The Superintendent or designee will determine organizational lines of responsibility for evaluation of any employee who is assigned to more than one (1) school, and the employee will be notified.
- B. Each employee will be evaluated annually in accordance with the criteria appropriate to the employee's position as set forth in Appendix E (classroom teachers) or G (non-classroom teachers/certificated support personnel). "Classroom teachers" means certificated employees who provide academically focused instruction to students and hold one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3). "Non-classroom teacher/certificate support personnel" means bargaining unit members who do not meet the definition of "classroom teacher" and includes librarians at the secondary level, instructional coaches, and staff who hold one or more of the educational staff associate certificates pursuant to WAC 181-79A-140(5). Evaluations will be documented on the appropriate report form and supplements as set forth in Appendix D or F. Alternative formats for these forms may be used with permission of the employee, but cannot change the evaluative criteria or categories shown on the forms in the appendices.
- C. All employees shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating.
- D. The following categories of employees shall receive an annual comprehensive summative evaluation:
  1. Provisional employees. Provisional employees, as defined by law, are employees in their first three (3) years of teaching in the District, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be provisional for their first year of employment with the District. The Superintendent may waive the third (3<sup>rd</sup>) year of provisional status for a classroom teacher after two (2) successful years with a summative evaluative score of proficient or higher. Such waivers must be requested by the supervising administrator and approved by the Superintendent. Waiver of the 3<sup>rd</sup> year provisional status is at the sole discretion of the Superintendent.
  2. Employees who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous year;

3. Employees who have not received a comprehensive summative evaluation in the last six (6) years;
  4. Employees on probation;
  5. Non-classroom teachers/certificated support personnel in their first four (4) years of employment with the District.
- E. In the years when a comprehensive summative evaluation is not required or selected by the evaluator or employee, employees who received a comprehensive summative evaluation performance rating of Proficient or Distinguished (or Satisfactory for non-classroom teachers) in the previous school year may complete a focused evaluation as described in Sections 6 or 7, below, the Focused Evaluation for Classroom Teachers or Certificated Support Personnel. Official notice of placing an employee who is on focused evaluation onto comprehensive evaluation must happen between the beginning of the school year and December 15, following at least one (1) observation.
- F. During each school year, each employee will be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year will be not less than sixty (60) minutes. An employee in the third year of provisional status will be observed at least three (3) times for a total observation time of at least ninety (90) minutes. One (1) observation for a total of thirty (30) continuous minutes will be required in connection with the evaluation of all employees and further, all employees newly employed by the District will be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes. ELL teachers' observations and evaluation process will be scheduled with consideration of assessment responsibilities.
- G. Annual evaluations will be completed no later than June 1 of the year in which the evaluation takes place. If an employee resigns during the school year, a final evaluation will be completed.
- H. In addition to the observations and evaluations required above, evaluators may make additional observations and evaluations at any time during the school year.
- I. Factors affecting an employee's performance which are beyond the employee's control will not be relevant to the employee's evaluation, and either the employee or the evaluator may note such factors on the summative evaluation report.
- J. A copy of the final Summative Evaluation Form placed in an individual's personnel file will be given to the individual, will bear the dated signature of the originator, and will be signed and dated by the employee to indicate the final Summative Evaluation Form was seen. The certificated employee will also have the right to attach a signed and dated statement to any item in their file provided that any such rebuttal will also be signed and dated by the originator of the rebuttal materials to indicate only that the materials were seen. Attachments may be included only as specified on the summative evaluation form.

## **Section 2: Observation and Evaluation Procedures**

- A. Following observations or a series of observations, the evaluator will promptly document the results thereof. A series of observations will last no longer than three (3) workdays. The employee will be provided a copy of the observation report within three (3) workdays after such observations or series of observations.

- B. A summative evaluation report will be completed when, in the opinion of the evaluator, evidence of performance (observations and artifacts) aligned to the instructional framework or evaluation criteria for non-classroom teachers/certificated support personnel has been collected so that the evaluator can adequately evaluate the summative professional performance of the employee in each of the evaluative criteria.
- C. If an evaluator conducts a pre-summative evaluation conference with the employee prior to final preparation of the summative evaluation report, the summative evaluation report will be provided to the employee within five (5) workdays after the pre-summative conference, and they will sign and return a copy of the evaluation to the evaluator within three (3) workdays after receipt to indicate that a copy of the report was received by the employee.
- D. If the employee or the evaluator request a summative conference to discuss the summative evaluation report, this will be communicated during the pre-summative conference and shall be scheduled within five (5) workdays following the pre-summative conference. If a pre-summative conference does not occur for any reason, the evaluator will hold a summative evaluation conference with the employee within five (5) workdays after preparation of the summative evaluation report. The employee will receive a copy of the report during the summative conference and will sign the District's copy to indicate that a copy of the report was received by the employee.
- E. The employee will have the right to attach comments to the summative evaluation report within five (5) workdays after receiving the report. If the evaluator recommends an employee for probation, the employee will be informed at the time of the pre-summative or summative evaluation conference.
- F. Distribution of the final summative evaluation report will be:
  - 1. Original - District personnel file
  - 2. Copy - principal or supervisor
  - 3. Copy - employee

### **Section 3: Probation**

- A. Non-provisional employees whose performance has been determined to be unsatisfactory, based on the evaluative criteria, may be placed on probation. If the Superintendent concurs with the evaluator's judgment that the employee's performance is unsatisfactory, the Superintendent will place the employee on probationary status beginning on or after October 15<sup>th</sup> and before January 15<sup>th</sup> and ending no later than May 15<sup>th</sup>. Employees will be placed on probation in accordance with the standards and procedures in RCW 28A. 405.100. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to evaluate the probationer's performance. If an employee is to be put on probation, a comprehensive summative evaluation of the employee must be made prior to the start of the probationary period, which may include the comprehensive summative evaluation from the prior year. After October 15<sup>th</sup>, but no later than January 15<sup>th</sup>, the employee will be given written notice of the action of the Superintendent which will contain the following information:
  - 1. Specific areas of performance deficiencies
  - 2. A suggested specific and reasonable program for improvement

- B. The following comprehensive summative evaluation performance ratings mean an employee's work is unsatisfactory:
1. "Unsatisfactory" or
  2. "Basic" if the employee is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period; or
  3. "Unsatisfactory" for certificated support personnel. (Using criteria and forms in Appendix F and G)
- C. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment by either the employee or the district.
- D. The probationary period may be extended into the following school year if the probationer is a classroom teacher and has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating of less than level 2, Basic as of May 15<sup>th</sup>.
- E. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in their areas of deficiency.
- F. If a procedural error occurs in the implementation of probation, the error shall not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability of the evaluator to evaluate the probationer's performance.
- G. If a probationary period is based upon the prior year's comprehensive summative evaluation score, the period leading up to the start of probation shall be used to plan the program for improvement. The purpose of this planning period is for the evaluator to develop a program that addresses specific areas of deficiencies prior to implementation of probation. The employee will have the opportunity to develop the plan collaboratively with the evaluator. Nothing in this section prohibits the employee from seeking performance feedback from the evaluator or others during the program planning period.
- H. The Association shall be notified when a member receives an overall score of basic or unsatisfactory on a comprehensive summative evaluation.

#### **Section 4: Evaluation during the Probationary Period**

- A. At or about the time of the delivery of a probationary letter, the evaluator will hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. The employee may request a union representative be present if they choose.
- B. During the probationary period, the evaluator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Other administrators involved in the probationary process will give the employee notice prior to observations. This notice may occur at the beginning of the probationary period and need not

specify the frequency, dates, or duration of the observations. The Association may also provide an additional evaluator for the purpose of support, feedback, or coaching. The outside evaluator's findings may not be disclosed to the District without permission of the Association.

- C. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process, and this request must be implemented by including an additional experienced evaluator assigned by the educational service district.
- D. The probationary employee must be removed from probation at any time if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation and program for improvement. A classroom teacher must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2, Basic, or above for a continuing contract employee with five (5) or fewer years of experience or of level 3, Proficient, or above for a continuing contract employee with more than five (5) years of experience.
- E. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause for discharge under RCW 28A.405.210 or 28A.405.300.

### **Section 5: Evaluator's Post-Probation Report**

The evaluator will submit a written report to the Superintendent at the end of the probationary period that will identify whether the performance of the probationary employee has improved, with the recommendation to remove the employee from probation, extend the probation, or terminate employment.

### **Section 6: Focused Evaluation – Classroom Teachers**

- A. A focused evaluation includes an assessment of one of the eight (8) criteria selected for a performance rating, as well as a student growth component. This evaluation includes professional growth activities specifically linked to the selected criteria.
- B. The selected criteria must be approved by the evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of employees may focus on the same evaluation criteria and share professional growth activities which must be coordinated with and approved by the employee's supervisor.
- C. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- D. A classroom teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the evaluator. Should a teacher wish,

they may request a written explanation of the rationale on which transfer from a focused evaluation to a comprehensive summative evaluation was based with the following restrictions:

1. Information will be solely by request and between the parties involved.
  2. Rationale shared between the parties will be considered informational and not construed as evaluative, disciplinary, or in any way a form of reprimand.
  3. Information shared will not be placed in personnel files or working files.
- E. Should an evaluator determine that a teacher on focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15<sup>th</sup>.

### **Section 7: Focused Evaluation – Non-Classroom Teachers/Certificated Support Personnel**

- A. A non-classroom teacher/certificated support personnel must receive four (4) years of satisfactory evaluations before being eligible for a focused evaluation. A focused evaluation includes an assessment of one of the evaluative criteria for non-classroom teacher/certificated support agreed to by the evaluator and the employee. The evaluation form in Appendix F will be used.
- B. The selected criteria must be approved by the evaluator and may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. A group of employees may focus on the same evaluation criteria and share professional growth activities, which must be coordinated with and approved by the employee's supervisor.
- C. The evaluator must assign a comprehensive summative evaluation performance rating for the focused evaluation of either "satisfactory" or "unsatisfactory."
- D. Certificated Support Personnel may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the employee or at the direction of the evaluator. Should an employee wish, they may request a written explanation of the rationale on which transfer from a focused evaluation to a comprehensive summative evaluation was based with the following restrictions:
1. Information shall be solely by request and between the parties involved.
  2. Rationale shared between the parties will be considered informational and will not be construed as evaluative, disciplinary, or in any way a form or reprimand.
  3. Information shared will not be placed in personnel files or working files.
- E. An employee will not be transferred from a focused evaluation to a comprehensive summative evaluation after the official end date for the first semester in the district calendar unless the employee fails to perform any of the state-mandated duties and responsibilities. The Association shall be notified if an employee is moved from Focused to Comprehensive.

### **Section 8: General Provisions**

- A. Nothing contained herein should be construed to negate either party's responsibility to avoid arbitrary or capricious decisions and allow for basic human dignity.
- B. The parties acknowledge the necessity of compliance with all provisions of state law and



regulations, as now or hereafter amended, concerning employee evaluation and probation.

## **Article 20 - STAFF LIABILITY PROTECTION**

- A. The District will include teachers as additional named insured on the District's liability and errors and omissions insurance coverage. The scope of protection will not exceed the coverage purchased for the District.
- B. The District agrees to select an insurance carrier who also agrees to defend, indemnify, and hold harmless against any and all claims, suits, orders, or judgments brought or issued against the teacher as the result of any action taken or not taken by the teacher in the course of performing their job, excluding intentionally caused injuries and/or damages.

## **Article 21 - ASSIGNMENT, VACANCIES, AND TRANSFERS**

### **Section 1: Definitions**

The following definitions will be applicable to this section:

- 1. Assignment - The academic subject or combination of subject areas in which an employee teaches or performs and/or the grade level or combination of grade levels in which an employee teaches or performs
- 2. Reassignment - A change in an employee's assignment within the employee's current work location
- 3. Transfer - The change in an employee's assignment from one school to another
- 4. Vacancy - An assignment for which the District seeks qualified applicants from the public and from current employees from other school buildings

### **Section 2: Assignment, Reassignment, and Transfer**

The determination of an employee's assignment, reassignment, and transfer is the prerogative of the District within the parameters of this CBA and state law.

### **Section 3: Transfer Request**

- A. All positions shall be posted in the District's online application system. If an employee is interested in a position(s), they must fill out an abbreviated application in the online system and check the in-district applicant box. In-district applicants may register in the system for "Job Alerts" to assist them in monitoring openings, but it is the responsibility of the interested party to monitor open positions.
- B. All in-district applicants shall be granted an interview for any position in which they have applied and are qualified. Should an in-district applicant not be selected for a position through the interview process at a worksite, it will not be required that they receive a second interview at the same worksite for a like position.

## **Section 4: Vacancies**

- A. When declaring a vacancy, the District will post the position on the district website. The posting will state the job description, job specifications, and at least the minimum qualifications needed for filling the position. All vacancies will be filled on the basis of applicant qualifications as determined by the District, in relation to the job specifications, and the continuity of District programs. Such determination of job qualifications will not be arbitrary and capricious. If applicant qualifications are comparable, current employees will be given preference.
- B. Employees seeking a transfer will complete an online application using the District's online applicant system within five (5) calendar days of the posting. An applicant will be interviewed for the position if the employee meets the following criteria:
  - 1. Areas of Experience
  - 2. Interest in the Position
  - 3. Certification (Including Level of Endorsement)
  - 4. Length of Service
  - 5. Academic Majors and Minor or Subject Area Endorsement
  - 6. Program Considerations
- C. Principals or immediate supervisors may prescreen applicants. If candidates are substantially equal in the aforementioned criteria, principals or immediate supervisors will only have to interview the three (3) most senior candidates.
- D. When an employee's application has been denied, the employee may request a written statement explaining the reason(s) for the decision. It is understood the affirmative action needs of the District may be predominant in determining qualifications of applicants.

## **Section 5: Involuntary Transfers**

- A. The District's decision to transfer employees will not be made on the basis of co-curricular availability of employees. The District will seek volunteers willing to transfer to another worksite prior to imposing involuntary transfer(s) from that building. Any certificated employee involuntarily transferred in or for an academic year will not be involuntarily transferred again in or for the following two (2) academic years, except in such situations as where a specific program is moving to a new location, FTE is being deleted or reduced in an area where an employee's certification is limited such as career technical education, the employee has a partial FTE or works a partial FTE in more than one building, one of which is gaining or losing FTE.

The District will select staff to be involuntary transferred using the following categories:

- 1. Elementary Teachers
  - a. Preschool (Early learning endorsement)
  - b. Kindergarten-2nd Grade General Education (Including Title/LAP)
  - c. 3rd-5th Grade General Education (Including Title/LAP)
  - d. Elementary Specialists
  - e. Special Education endorsed positions
  - f. Dual Language

2. Secondary Teachers: The District will select Secondary Teachers to be transferred by subject matter categories as necessary to implement the adopted program for the following school year. These subject matter categories are subject to change from time to time to conform to the District's program needs. Examples include, but are not limited to, the following:

- a. Art
- b. Science
- c. Social Studies
- d. Mathematics
- e. Language Arts
- f. World Language by individual language
- g. Music
- h. Physical Education
- i. Career and Technical Education, Technology Education
- j. Multilingual
- k. Career and Technical Education, Family and Consumer Sciences and Health
- l. Special Education endorsed positions

B. Employees involuntarily transferred will be entitled to return to the location they were transferred from in the event such a position is posted within the following school year.

C. Employees volunteering for transfer or involuntarily transferred will be assisted in transferring to their new assignment. Assistance may include, but may not be limited to moving professional materials, time to set up the program, and mentoring. Involuntary status may be granted to prospective volunteers by the District to encourage a transfer.

D. Superintendent Placements: The Superintendent may involuntarily transfer an employee to another worksite in order to serve the best educational interests of students, and/or the school staff.

1. Employees placed in another worksite by the Superintendent will receive assistance in moving to the new location consistent with Article 21, Section 8, but will not have the right to return to the assignment and location from which they came, unless mutually agreed upon by the District and Association.
2. The Association president or designee will be informed in any instance where Superintendent placement decisions are being considered. Such placements will not be made arbitrarily or capriciously.

### **Section 6: Notification of Assignment**

All employees will be given tentative notice of their specific assignment(s), building assignments, and room assignments for the forthcoming year not later than the last student day of the school year. In fidelity to our belief statement in the Preamble, administrators shall make reasonable efforts to discuss any proposed reassignments with the affected employees prior to finalizing the decision.

### **Section 7: Job Sharing**

A. Job sharing will refer to two (2) educational employees sharing one (1) full-time position.

B. Employees interested in job sharing must apply annually in writing to the Executive Director for Human Resources by April 1.

- C. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of the Principal and Executive Director for Human Resources.
- D. Educational employees holding job-sharing assignments will be granted the appropriate annual fractional leave(s), subject to the provisions of the Collective Bargaining Agreement.
- E. The two (2) educational employees share one (1) full-time benefit package, subject to the provisions of the Collective Bargaining Agreement and District insurance contracts. In the event a long-term replacement is required for a job sharer, the District may offer the position to the other educational employee sharing that particular job.
- F. Job sharing partners may substitute for one another at substitute pay.

### **Section 8: Compensation for Building and Classroom Moves**

- A. For the purposes of this Section, compensation (via payroll roster) shall be paid to non-itinerant staff whose classroom/office move is initiated or required by the District or Building Administrator (whether between worksites or within a worksite). Such employees shall be compensated by the District as follows:
  - 1. Up to four (4) hours to pack necessary classroom materials and pack and move personally owned materials; and
  - 2. Up to an additional four (4) hours to unpack materials in the new classroom.
- B. Extraordinary moves: non-itinerant staff who are asked to sort, purge and/or pack extra supplies and equipment beyond the regular classroom (for example, but not limited to: the school library, theater, shop department, science labs, music, art or PE equipment) shall, prior to starting this work, attempt to collaboratively agree with the District or Building Administrator to the number of additional hours required for this purpose. If agreement cannot be reached, the issue shall be submitted to the Assistant Superintendent of Operations or designee for resolution. The non-itinerant staff will then track and submit those extended hours to their administrator for payment.
- C. Staff shall have access to their worksite and supplies to sort, purge, and/or pack as soon as possible after the end of the school year. Staff shall have access to their worksite to unpack and organize their rooms as early as possible prior to their first workday. Materials and packed boxes moved by the District shall be delivered on site prior to the access date.
- D. Unless otherwise agreed, staff are not responsible for moving District-owned materials or equipment. Staff shall not be asked to move furniture and other heavy classroom items. The District is not liable for personal property if it is lost or damaged in the move. Boxes and packing materials shall be provided at least two (2) weeks prior to the deadline to move.
- E. Time to move shall be paid at the staff's per diem hourly rate of pay. Staff shall track hours worked and submit a payroll roster of that time to their administrator as extended hours for payment.

# Article 22 - LEAVES

## Section 1: General Provisions

- A. Certificated employees of the District are granted twelve (12) days leave per year, without loss of pay, for illness, injury, and/or emergencies. Sick leave does not accrue during unpaid leaves of absence. Certificated employees can utilize up to three (3) days of accumulated sick leave for emergencies. Such leave which is unused is cumulative to a maximum of 180 days (1440 hours). For usage purposes, not cash-out purposes, an employee with a maximum accumulation will be entitled to use those days of leave granted at the start of a school year which would cause the accumulation to exceed 180 days (1440 hours). All leaves will be reported on District forms as specified by procedures and within stipulated times.
- B. Transfer of Leave from/to another school district, pursuant to provisions of Washington State law, allow accumulated sick leave may be transferred from one (1) district to another when a certificated employee changes employment. The District accepts responsibility for certificated employee sick leave accumulated within the provisions of Washington State law by newly employed certificated employee with prior experience.
- C. Definition of Family: Immediate family is defined as spouse, domestic partner, children, parents, sister, brother, aunt, uncle, niece, nephew, grandparents, grandchildren, step-relationships, in-law relationships, and/or any legal custodial relationship.
- D. Sick Leave Cash-Out
  - 1. Consistent with RCW 28A.400.210 and at the employee's option, unused sick leave days can be cashed out in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of 180 days.
  - 2. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. (Refer also to Article 23, Sick Leave Conversion). For the purposes of this provision, retirement will be defined as when an employee is eligible to receive benefits under Washington State Teacher's Retirement System (WSTRS), School Employee Retirement System (SERS) or Public Employees Retirement System (PERS).

## Section 2: Sick Leave

- A. A certificated employee must notify their administrator of a pending absence, scheduled surgery or planned medical treatment at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service. For extended absences (five (5) or more consecutive days), it is the employee's responsibility to also notify Human Resources and provide the appropriate documentation as directed. Medical provider verification of the need for extended absence, as well as projected return to work dates, must be provided to Human Resources prior to a scheduled absence.

- B. Injuries occurring off the job will be treated as illness for the purpose of this contract.
- C. A certificated employee injured on the job will inform the District in writing that they have been injured and may access Workers' Compensation.
- D. Time off work attributable to pregnancy and childbirth will be considered approved uses for sick leave.
- E. An employee's accrued sick leave may be used for an employee's immediate family with a health condition requiring treatment or supervision.

### **Section 3: Family and Medical Leave**

The District agrees to the provisions of the Family Medical Leave Act and agrees to extend these provisions to all members of the Association. In the event of the birth of a child of the spouse or the adoption of a child, five (5) days of sick leave with full pay will be allowed.

### **Section 4: Disability Leave**

Employees shall be entitled to use sick leave for a temporary disability. Written notification of need for sick leave for the purpose of a temporary disability shall be made at least three (3) weeks prior, if possible, to the date of intended absence. Sick leave may be used for the period of actual disability and recovery therefrom. An employee exhausting sick leave may request an unpaid leave of absence. The District may require a physician's certification of an employee's disability and necessary recovery period.

### **Section 5: Personal Leave**

- A. Employees will be entitled to two (2) days of personal leave per year. Unused personal leave may accumulate to a maximum of six (6) days per year. A maximum of six (6) days may be used in any school year. No more than four (4) days may be carried forward to the next school year.
- B. Personal leave may be used at the discretion of the employee and approval of the supervisor subject to the following conditions:
  - 1. Notice and approval will be given at least twenty-four (24) hours ahead of the beginning of the workday being taken.
  - 2. Appropriate lesson plans are to be provided for the substitute.
  - 3. A substitute must be available and assigned a job number.
  - 4. Personal leave is not to be used on the first or last day of a semester.
  - 5. Regarding days immediately before or after school holidays or vacations, notice of the desire for leave is made and approved not less than twenty (20) workdays prior to the leave.
  - 6. The twenty-four (24) hour notice will be waived in case of emergency.
  - 7. Once personal leave has been approved, it shall not be rescinded without mutual consent of the employee and administration.
- C. In the event of a potential substitute shortage:
  - 1. In coordination with administration and building leadership teams, each building site shall develop a plan to cover positions and to provide core academic services to students.

2. Substitute Services will notify buildings at the earliest possible time when substitutes are not available so that buildings may institute their emergency coverage plan.
- D. Employees may not request leave without pay for the purpose of extending personal leave use.
  - E. In unusual, unforeseen, and/or emergency circumstances, the Executive Director of Human Resources may approve an unpaid absence. Denial of an unpaid leave request is not subject to the grievance process.
  - F. All unused personal leave may be cashed out in June, or at time of separation from the district, at the certificated substitute rate of pay, if requested by the employee in writing no later than June 10<sup>th</sup> or at time of separation. The request will include the number of days the employee is requesting to cash out.

### **Section 6: Shared Leave**

- A. The District and Association agree to the adopted Shared Leave Policy and Procedure which permits employees to donate excess leave to an employee suffering from, or who has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. The District may require confirmation of the extraordinary and severe illness.
- B. Shared Leave is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate their employment.

### **Section 7: Adoption Leave**

An employee adopting a child may use accrued sick leave for the employee meeting with an adoption agency, attorney or physician, health verification of the employee, home visitations, and travel time to pick up adopted child. The employee shall provide the District with verification for such absences of more than five (5) consecutive days from the employee's attorney, adoption agency, or physician. Following the adoption, all other provisions of leave specified in Article 22 apply. The adoption of a child by an employee may qualify for leave under the Family and Medical Leave Act.

### **Section 8: Emergency Leave**

Emergency leave subtracted from accumulated sick leave may be taken in accord with the following conditions:

1. The problem must be suddenly precipitated and must be of such a nature that preplanning is not possible.
2. The problem cannot be one of minor importance or of mere convenience but must be of a serious nature that cannot be handled outside the regular workday.
3. It is not the intent of this provision to provide, expand upon or add to vacations, weekends, or other types of leave where preplanning could reasonably have prevented the problem. Employees who take leave for reasons not valid under the above definitions will be subject to appropriate disciplinary action.

## **Section 9: Bereavement Leave**

In the event of a death in the immediate family of an employee, five (5) days of bereavement leave per occurrence, which may be extended because of distance or other extenuating circumstances and may be used at or near the time of death. Bereavement leave may also be available at the discretion of the District so that an employee may attend a funeral for a student or for a member of a student's family. Additional requests for bereavement leave must receive approval from Human Resources.

## **Section 10: Jury Duty Leave/Subpoena Leave**

Leaves of absence with pay are provided for jury duty. The employee will immediately inform the District upon receiving notification to serve on jury duty. An employee who is served a subpoena that requires absence from work will be granted paid leave to comply with the subpoena if the basis for it, in the opinion of the District, is directly related to the employee's work as an employee of the District. Employees subpoenaed for a non-work related issue must use personal leave. Should the employee not have personal leave available, the leave shall be unpaid.

## **Section 11: Professional Visitation**

The School Board recognizes the importance of opportunities for employees to observe other programs and teaching activities that are exemplary in nature and may result in improved educational services for students. This goal may be achieved through, but not limited to, site councils, building budgets, mentor programs, professional growth options, grants, instructional services, and other programs.

## **Section 12: Sabbatical Leave**

A. Each year employees will be eligible for this leave for the purpose of:

1. Advanced study to improve teaching competency
2. Research
3. Travel
4. Work experience
5. Other programs approved by the Superintendent and the Board that will improve the quality of the employee's services to the District.

B. Sabbatical leave may be granted in accordance with the following conditions:

1. The employee will have served at least seven (7) consecutive years in the District. This requirement may be waived in the light of special circumstances if the Superintendent and Board so agree.
2. Sabbatical leave may be granted for up to one (1) full year.
3. Applications will be submitted to the Superintendent not later than February 1 of the year prior to that for which the leave is requested. The request will include a statement of the purpose of the leave and a proposed plan of study, research, travel, work experience or other program to which the time spent on leave will be devoted.

C. Leaves may be granted on a priority basis in the following order:



1. The merit of the proposed plan and its relationship to improve service to the students of the District in terms of improving the employee's professional competency.
  2. An attempt will be made to grant such leaves according to proportionate representation among employees at the elementary, middle school, and high school.
  3. Seniority in the profession will be considered.
- D. No employee will be granted this leave for the year following the failure of a local educational programs and operations levy.
- E. Applications approved by the Superintendent will be submitted to the Board for final approval which is required for the leave to be granted.
- F. Employees granted this leave will receive a stipend equal to one-third of the amount of the Association membership's average salary during the previous full-time contract year. Receipt of this stipend will carry the obligation of two (2) years additional employment with the District. If the applicant returns for one (1) year only, one-half (1/2) of the stipend will be repaid within three (3) months of termination of contract. The District will make contributions toward the applicant's insurance plans in an amount equal to one-third (1/3) of the amount of full-time employees. Re-employment will be in the same or a similar position as previously held. This leave will be equivalent of in-District employment for the purpose of accruing experience on District schedules.
- G. The applicant will submit a report to the Superintendent giving the substance of the program in which the applicant was engaged and indicating the value to the District that the applicant believes grew out of the experience. This report will be submitted within thirty (30) days of the employee's return to work.

### **Section 13: Leaves of Absence without pay**

- A. Leaves of absence for up to one (1) year without pay may be granted to certificated employees for the purpose of study, travel, teaching in another district, or working in a professionally related field.
- B. Requests for leaves of absence for one (1) year should be submitted prior to April 1 of the year preceding the duration of the leave. Such leaves may be renewed upon recommendation of the Superintendent.
- C. Leaves of absence without pay for developing parental relationships for a new child may be granted by the School Board to one (1) spouse/parent only, not to exceed the remaining balance of the school year during which the leave is requested (through August 31). Such leave must be requested and approved by the School Board prior to the end of the medically approved absence in the event of a child's birth or thirty (30) days prior to the assumption of parenthood in an adoption.
- D. When leaves of absence are granted under the provision of this contract, conditions, if any, attached to the leave will be enumerated in the approval letter.
- E. When the purposes of the leave are such that it is justified, the School Board may grant the leave with the condition that the District will accept it as an additional year of experience for purposes of computation of salary in future years.

- F. Requests for an unpaid leave of absence without pay for less than one (1) year are directed to the Executive Director of Human Resources. The District is not supportive of unpaid leaves of absence (less than one year) beyond the provisions of this section.
- G. When returning from a leave of absence, the District will find a placement based on the employee's professional skills and background. There is a possibility that the employee may not be assigned to the same program or building upon return from leave. An employee may request a written explanation for why they are not placed at their previous building and assignment.

#### **Section 14: Leave for Professional Meetings**

- A. Employees may be allowed to attend instruction/curriculum-related professional meetings upon the approval of the Superintendent or designee. Requests to attend such meetings will be made to the Superintendent or designee in writing as far in advance as possible.
- B. Employees may attend other types of professional meetings upon approval of the Superintendent or designee, in accordance with the following criteria:
  - 1. This time will be spent meeting or conferring with District representation and/or for reasons designed to enhance the working relationships between the Association and the District.
  - 2. The leave must be requested by the Association for a specified purpose. The request will be in writing and state the employees involved. This leave time will not be used for Association business.
  - 3. The cost of a substitute for the employee will be reimbursed to the District by the Association.
- C. The Association agrees to hold the District harmless and reimburse the District for any costs or payments incurred or made under this section which are found to be contrary to law.
- D. Those Association members who are involved extensively at the local, regional, state, or national level will annually provide their supervisor and the Human Resources Office by September 30 of each year a calendar of known Association leave days and anticipated activities.

#### **Section 15: Military - Leaves**

An employee of the state or of any county, city, or other political subdivision thereof, who is a member of the Washington National Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States, will be entitled to and will be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during the calendar year. Such leave will be granted in order that the person may take part in active training duty in such manner and at such time as they may be ordered to active training duty. Such military leave of absence will be in addition to any vacation or sick leave to which the employee might otherwise be entitled and will not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the employee will receive from the state or county, city, or other political subdivision, the employee's normal pay. An employee will take military leave during non-student days if permitted by the leave request institution.

#### **Section 16: Injury On the Job by Student**

When injured on the job by a student, the District will fully restore sick leave used to recover from the injury up to five (5) days upon approval of a Worker's Compensation claim.

## **Article 23 – SICK LEAVE CONVERSION**

### **Section 1: VEBA**

- A. If selected in the annual election by the Association, the District agrees to make contributions to the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to law, the following procedures shall govern the VEBA process.
1. The Association shall hold an annual election to determine whether the membership shall participate in VEBA for the current school year.
  2. The VEBA election form shall be completed by the Association and submitted to payroll stating the agreement of the bargaining unit members.
  3. The District shall process VEBA contributions in accordance with the VEBA election form.
  4. Bargaining unit members must complete a yearly contribution form in order to participate.

### **Section 2: Retirement Sick Leave Conversion**

For the purposes of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof will be eligible, and excess sick leave will be defined as the sick leave days earned to the credit of such employee.

## **Article 24 - CALENDAR**

- A. There will be no deviation or change in this calendar except by mutual agreement of the School Board and the Association, or as necessitated by a School Board or Superintendent-declared emergency. The District will reschedule emergency days after conferring with the Association.
- B. The District and the Association will work from a perpetual calendar with guidelines as outlined below:
1. The first student day of school will be no earlier than September 2<sup>nd</sup>. The day immediately preceding the first student day will be a certified staff workday.
  2. School will not be scheduled on all legal holidays and the Friday following Thanksgiving.
  3. Winter break will be no less than ten (10) week days, beginning no later than December 23.
  4. Spring Break will be one full week during the first three (3) weeks in April, to be determined collaboratively between the District and Association.
  5. There will be no one-day weeks.
  6. Early dismissal will occur the final day of the school year.
  7. Make up days will be scheduled as part of the calendar process.
  8. Any provision found contrary to law will be subject to reopened negotiations to negotiate a successor section which is not contrary to law.

# Article 25 - EMPLOYEE FACILITIES

## Section 1: Physical Space and Equipment

- A. Each permanent classroom building will have the following facilities and equipment for use of employees in that building, including educational support associate staff (ESAs), itinerant or otherwise (e.g., mental health specialists, nurses, Multilingual [ML] teachers, counselors), as deemed appropriate within school allocations:
1. Space in each instructional area for secure storage of instructional materials
  2. Work area containing supplies and equipment as allowed for within school allocations
  3. Staff lounge
  4. Communication system between instructional areas and the main office. (A system of communication between the office and playground will be established at each elementary work site.)
  5. Well-lighted, clean restrooms and where current facilities allow, separate for faculty and students
  6. Access to the building will be accommodated during non-school hours
  7. Priority parking for employees over students with space allocated for staff parking at each school
  8. Unsafe conditions immediately reported to the building administrator
  9. Temporary accommodations for storage of instructional materials during construction or remodeling of facilities
  10. Desk, chair, filing facilities, and classroom technology as determined by program needs
  11. See Appendix H for environmental concerns procedure
- B. Facility/Equipment Review Process: If an employee lacks facilities or equipment as deemed appropriate in Article 25, Section 1, then the identified space or equipment issues will be resolved through a collaborative process facilitated by the District and Association.
- C. Lactation Room Rights - The District shall not discriminate against, discipline, or take any adverse employment action against any employee because such employee has elected to exercise their rights under this section.

The District will provide a reasonable break time for an employee to express breast milk for their nursing child each time such employee has a need to express breast milk. The supervisor and the employee will agree upon a place that is private and free from intrusion, which may be used by an employee to express breast milk. It shall be the employee's responsibility to notify the supervisor in advance of the need to express breast milk during the workday, including the employee's preferred schedule for expressing breast milk. The District shall not require any break to be less than fifteen (15) minutes in length.

The District will provide a designated refrigerator to be used for the safe and proper storage of breast milk expressed during the workday. The employee must provide all necessary equipment and containers and must properly label any container stored within the refrigerator designated by the District.

## **Section 2: Environmental and Safety Standards**

- A. The District and the Association recognize that poor indoor environmental quality can be a hazard to the health and safety of students, teachers, and other school employees.
- B. The District shall provide a safe and healthy working environment for all District employees. All worksites shall be built and maintained in a way that meets environmental, and health, and safety standards as required by the Washington State Departments of Health, Labor and Industries, Thurston County Department of Health, and in accordance with applicable state and local building codes. Safety Committees shall follow the expectations of WAC 296-800-13020.
- C. The Association and the District will be represented on any indoor environmental health and safety sub-committee of the District's safety committee. The District safety office shall ensure regular meetings are held and any decisions resulting from these meetings are provided to the Association President and Assistant Superintendent.
- D. The District shall consider best practices recommended in the School Indoor Air Quality Best Management Practices K-12 Manual or other guidance as published by the Washington State Department of Health and shall notify the District safety committee of such considerations. The District shall conduct yearly inspections of all facilities.
- E. The Association shall have the right to conduct indoor environmental quality inspections independently through the use of an industrial hygienist who may be a member, but shall take appropriate steps to notify the District Facility Department and the building administrator in advance of such inspections. The District and the Association agree to share the results of inspections and testing and all associated documentation.
- F. The District shall take appropriate steps to respond to environmental health and safety concerns. Association members who have concerns regarding indoor environmental conditions shall report their concerns to their building administrator.
- G. This section will not limit the employee's right to discuss a concern with the Association. The Association has the right to advocate for the employee and to collaborate with the District on resolutions to indoor environmental quality concerns. The Association has the right to designate an employee or employees to consult and advise the District and/or Association members on issues regarding indoor environmental quality. The Association has the right to develop procedures for working with members regarding indoor environmental quality concerns, so long as such procedures are in accordance with District policy (see Appendix H).
- H. Environmental Recommendations:
  - 1. Eliminate allergen collecting soft surfaces such as couches, stuffed animals, carpet squares, cardboard boxes, pillows, bean bag chairs, latex products including balloons, gloves, combustible materials, and hanging paper items (paper lanterns, student art projects, etc).
  - 2. Eliminate fragrance creating devices such as plug-ins.
  - 3. Do not cover vents or return vents.
  - 4. Eliminate classroom pets and their habitats.
  - 5. Do not bring in any outside cleaning products or air disinfectants.

6. Workers who have persistent or worsening symptoms should seek medical evaluation to establish a diagnosis and obtain recommendations of their condition.
7. If the recommendations require modification of your workspace or the need for additional accommodations, notify the District ADA officer in the Human Resources Department.

## **Article 26 - INTERNS, OBSERVERS, STUDENT TEACHERS**

### **Section 1: Permission**

No individual will be allowed within a school for the purpose of observation, internship, student teaching or other related experience without the express permission of the building principal and after consultation and approval of the participating certificated employee(s).

### **Section 2: Notification of Interest**

Teachers at each work site will be notified by the building administrator if a host or student teacher trainer position is available.

## **Article 27 - TRAVEL REIMBURSEMENT**

### **Section 1: General Provisions**

When possible and feasible, the District will provide student transportation to approved school-sponsored activities. Certificated staff are strongly discouraged from transporting individual students in private vehicles (as per District policies). If a certificated employee does drive a student(s) to approved school activities, the employee will be compensated at the rate allowed by the State per mile, provided prior approval is granted in writing by an administrator empowered to obligate District funds. The District will provide secondary insurance coverage for liability for any accident which may occur in connection with trip.

### **Section 2: In District Travel**

When assignment of duties during the workday necessitates routine and repeated travel within the District between two (2) or more locations, the District will reimburse at the rate allowed by the State for use of personal auto to accomplish the required travel between the locations.

### **Section 3: Out of District Travel**

Out-of-district travel in a personal auto on school business also may be authorized by the school business office. However, such travel will have prior trip approval.

# **Article 28 - LAYOFF AND RECALL**

## **Section 1: General Conditions**

- A. The Board will determine the educational program and services for the District based upon the educational goals of the District and the financial resources available. Any determination by the Board that the District's educational program, services and staff must be reduced for the following school year by reason of financial necessity including but not limited to, levy failure, or significant decreased state support, will be made consistent with the financial resources available and the provisions of this Agreement.
- B. Priority will be given to programs and services in those areas which relate to instruction, health, and safety of students. The District will minimize the number of employees to be laid off by considering alternative financial sources to replace revenue and reducing expenditures as far away from the classroom as possible. The District will not reduce the levels of teachers beyond the number necessary to remain within the anticipated revenues for the following school year. The District's objective will be to identify all possible revenues available for the support of the educational program of the District.
- C. The District agrees to meet and discuss with the Association the impact of a reduced educational program due to financial necessity.
- D. In the event the Board adopts a reduced or modified educational program by reason of financial necessity, those teachers and other non-supervisory certificated employees (collectively "employees" herein) who will be retained to implement the District's reduced or modified program and those employees who will be laid off from employment or adversely affected in contract status, will be determined in accordance with the selection rules and procedures contained in this Article.

## **Section 2: Retention Standards**

- A. The District will determine as accurately as possible, the total number of certificated staff as of April 1 to be leaving the District for reasons of retirement, resignation, leave, discharge, and non-renewal. These vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
- B. Consideration for retention will be based upon the following criteria:
  - 1. Possession of any valid Washington State certificate
  - 2. Endorsement(s) as required under the rules of the Professional Educator Standards Board

## **Section 3: Retention during a Leave of Absence**

All employees on approved leaves of absence will be considered for retention for the following school year in the same manner as if they were currently employed provided that any required notices to an employee on a leave of absence may be sent by registered or certified mail to the last known address of such employee postmarked on or before any deadline for the sending of such notice.

## **Section 4: Employment Categories**

- A. Employees will be considered for retention by employment categories as follows:
1. Elementary Teachers retained in one category, K- 5.
- B. Secondary Teachers retained by subject matter categories as necessary to implement the adopted program for the following school year. These subject matter categories are subject to change from time to time to conform to the District's program needs. Examples include, but are not limited to, the following:
1. Art
  2. Science
  3. Social Studies
  4. Mathematics
  5. Language Arts
  6. World Language by individual language
  7. Music
  8. Physical Education
  9. Career and Technical Education, Technology Education
  10. Multilingual
  11. Career and Technical Education, Family and Consumer Sciences and Health
- C. Support Staff Personnel by categories in their individual specialties.
- D. Career and Technical Education Employees by appropriate certifications and endorsements.
- E. Each employee will be considered for retention in the employment category appropriate to the position held at the time of the implementation of retention procedures. For the purpose of this paragraph, an employee is considered to be performing in any given category if 0.4 FTE or more of the employee's assignment is devoted to such category.
- F. If an employee is not eligible to be retained in the category appropriate to their present assignment, the employee will be considered for retention in any additional employment categories that they may designate in writing to the Superintendent or designee. In order to qualify for consideration in any such additional category, the employee must have had one-year full time experience in the category, certification, and endorsement. If an employee will be certificated and endorsed prior to the start of the next school year and provides the District verification of an approved course of study to be certificated/endorsed, the employee may be considered for an additional category.
- G. If the employee fails to obtain the anticipated endorsement by the beginning of the next school year, the employee will forfeit the right to employment and will have no claim for compensation during that school year. An employee will be considered for an additional category only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these retention procedures.
- H. All written designations for consideration in additional categories will be submitted in writing within five (5) working days after any request for such information is made by the Superintendent or designee. The Association will be informed when the request is made by the Superintendent for the information.



## **Section 5: Selection within Employment Categories**

- A. The reduced or modified educational plan adopted by the Board will specify the staffing authorization of the District for the following school year and will specify the number of employees in each employment category who will be retained in order to implement the District's educational program. Employees will be considered for retention in available positions within the categories for which they qualify under the criteria identified in Section 2.B, above. In the event more qualified employees are available than positions available in a given category, seniority will determine who is retained with more senior employees in each category being retained. The selection process will be implemented in the following manner:
1. A seniority list of all employees in the bargaining unit represented by the Association will be prepared.
  2. The most senior employee on the seniority list will first be considered for retention. This employee will be placed in the position for which the employee qualifies under the criteria specified in Sections 2 and 4.
  3. The second most senior employee will be considered for retention in similar fashion, and so on until such time as there are no available positions for which the employee under consideration qualifies. In such event, the employee will be laid off from employment and placed in an employment pool for recall in accordance with Article 28, Section 6 below.

## **Section 6: Seniority**

- A. Seniority will mean total years of experience as reported to the state, for salary purposes, on the S-275. In the event that ties exist, preference will be given to years of experience in the District. If ties remain, preference will be given to total education credits beyond the first Bachelor's degree as computed by the District in accordance with placement on the salary schedule as of October 1 of the current year.
- B. In the event ties continue to exist, evaluation scores will be considered jointly between the District and Association in determining the greater seniority. In the event that ties continue to exist, preference will be determined by lot utilizing a disinterested third party.
- C. The President of the Association for the year during which this procedure be implemented will, for the purpose of seniority, be placed ahead of the most senior certificated employee in the District.
- D. Every certificated employee will be listed in conformance with Article 28, Section 5 above. The seniority list will be ordered from the most senior to the least senior employee by category. The category or categories for which an employee qualifies will be identified adjacent to the employee's name. The seniority list will be provided to all work sites and to the Association.

## **Section 7: Appeals**

Any employee may, in writing and within five (5) working days of the seniority list being distributed to the work sites, file with the Superintendent or designee objections to the ranking order. The employee may request consideration for modification of the ranking order and/or the category for which the employee qualifies. The employee must include in the request a full statement of the facts on which the employee contends the list should be modified. If the Superintendent or designee rejects the individual's request for

modification of the list, the rejection will be in writing with a copy provided to the Association. Any further appeal of placement will be made pursuant to the grievance procedure of this contract.

### **Section 8: Non-renewal/Adverse Effect Action**

After reviewing recommendations for non-renewal and/or adverse effect in contract status developed in accordance with the foregoing criteria, the Superintendent will take such action as may be necessary to implement these procedures and will provide such notice to employees as may be required by law.

### **Section 9: Recall**

- A. All employees who are not selected for retention will be placed in an employment pool for recall. Employment pool personnel will keep the District Human Resources Office advised of their current addresses. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified under the selection criteria identified above.
- B. If more than one (1) such employee is qualified for an open position, the seniority rules identified in Article 28 Section 6 above will determine who will be offered the position.
- C. When a vacancy occurs for which any person in the employment pool qualifies, notification from the District will be by certified mail or by personal delivery. Up to August 15th, such individual will have fourteen (14) calendar days from receipt to accept the position. After August 15th, such individual will have seven (7) calendar days from receipt to accept the position. In the event that any individual in the employment pool fails to accept a full-time position or a part-time position of equal FTE (if the employee was part-time for the year during which the rules are implemented), or does not receive the employment notice because the District was not provided with an up-to-date address, such employee will be dropped from the employment pool. Employees who were previously assigned to full-time positions shall be recalled to full-time positions, provided that such employees shall have the option of accepting or rejecting any part-time position that may exist without losing the right to be recalled to any full-time position which may become available. (Such employee may reject a position of lesser FTE without being dropped from the employment recall pool.) Employees who were previously assigned to part-time positions shall have the right to be recalled to any position regardless of FTE. Part-time employees shall have the option of accepting a lesser FTE position without losing the right to be recalled to any position of greater FTE. Part-time employees shall have the option of rejecting a greater FTE position without being dropped from the employment recall pool. Part-time employees who accept a position equal to or greater than their previous FTE will be removed from the employment recall pool.
- D. The employment pool will remain operative until all employees in the pool have been re-employed or until September 1 of the second year following the implementation of the retention procedures, whichever should first occur. The District will exhaust the recall of all qualified employees before the hiring of any additional certificated staff positions covered by this agreement.

## **Article 29 - ORIENTATION OF STAFF**

- A. At the annual orientation of all new employees prior to the opening of school for students, the President of the Association or designee and the Superintendent or Board Chairperson will each be given time to address the employees.

- B. The first day of the orientation activities for new employees will be planned and implemented mutually by the Association and District, and this day will be required of new employees as part of their contract.
- C. The President of the Association and the Superintendent or designee will plan school visitations for the purpose of addressing the employees and clarifying contract language. These visitations may be virtual or in-person as is collaboratively decided by the Association President and Superintendent, or Superintendent's Designee. Topics will be determined by mutual agreement. These meetings will take place as close to the beginning of the school year as possible.

## **Article 30 – STAFFING STANDARDS**

The District recognizes that a reasonable teacher ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the building principal/program manager in seeking an ideal learning environment. The District maintains that a class size and/or student to teacher ratio must reflect individual school needs and issues. When feasible, the District shall staff based on the class size allocation model provided by Washington State.

### **Section 1: Elementary Standards**

- A. In implementing the objective of quality instruction in order to properly deal with the challenges of meeting students' needs, the District will adhere to the following class size standards:
  - 1. Kindergarten through Third (3) Grade = 23; provided, however, that if the State materially reduces its current enhanced funding formula for K-3 staffing, this standard shall revert to 25, pending negotiation of the impacts of funding change, if requested by either party.
  - 2. Fourth (4) through Fifth (5) Grade = 29.
  - 3. Grade level teams will work with administration and office professionals to predetermine the best placement for a new student whenever possible.

### **Section 2: Secondary Standards**

- A. The District will maintain a ratio of students to full time equivalent (FTE) teachers in regular education classrooms at no more than the following:
  - 1. Grades six (6) through eight (8) = 30 based on a six-period day and 29 based on a seven (7) period day. Grades nine (9) through twelve (12) = 31.
  - 2. The District will staff school counselors at a ratio of one FTE per 300 students (headcount) at the comprehensive high schools. In the event sufficient qualified staff are unavailable, the caseload review committee will convene and analyze caseload remedies. Per diem pay, including a "super" FTE assignment, may be considered by the caseload review committee when other options don't provide reasonable relief.

### **Section 3: Other Class Size Considerations**

- A. The District and staff will seek to equitably distribute the number of students with IEPs who are integrated within the regular educational program among all sections of a grade level, team, or

department considering the effect student needs will have on teachers and students; recognizing that student needs are individual.

- B. The class sizes in Article 30 Sections 1 and 2 above will not refer to Band, Orchestra, Choir classes because larger class sizes may aid in the instructional process. In addition, the above class sizes are not intended to discourage staff and building administrators from developing cooperatively, through the site-based decision-making process, and exploring special variations in curriculum, instructional methods and staff organization in order to achieve an optimum for instruction in their school.
- C. All staff who do not otherwise have a class size/caseload standard specified may be allocated to elementary and secondary schools. Such staffing will take into account the needs of students, enrollment, facility and services at a particular site. Staffs are encouraged to cooperatively explore, through the School Improvement Process (SIP), variations in instructional delivery that increase student learning and increase a school's focus on effective instructional practices. Problems with respect to these staffing levels will be collaboratively discussed with the District and Association.
- D. The District will staff Mental Health Specialists at a ratio of at least 1.0 FTE per 1500 students district wide.
- E. The District will staff certificated ELL program specialist teachers funded using TBIP which is transitional bilingual instructional program/title 3, part A funds at a ratio of at least 1.0 FTE per 65 ELL designated students district wide.

#### **Section 4: Guidelines**

- A. During the first week of October and again during the first week of February, the District will provide the Association with the District average for types of courses not addressed in Article 30 Sections 1 and 2 above, with the exception of special education courses/caseload. The District average for special education classes/caseloads will be provided during the first week in December.
- B. Class triggers will not apply to classes where the staff chooses to experiment with or pursue individual or team program options; nor in instances where the staff and the administrator(s), by mutual agreement, have arranged for special variations in curriculum, instructional methods, or staff organization; or where facilities are not available.
- C. The District may relieve overloads at any time through transferring students, adding staff, forming new class sections, altering the school day, and/or reassigning classrooms and other facilities.
- D. The Assistance Process may be activated at any time after the first Friday in October or the second Friday in February.
- E. Counselors may access the Assistance process delineated in this article.

#### **Section 5: Assistance Process**

- A. In a collaborative effort to encourage creative problem-solving and to provide access to assistance, the District and Association agree that when any employee, in exercising professional judgment, determines that the employee has been assigned a student load/case load that is negatively impacting the learning process, the employee will apply to the principal or supervisor as outlined

in this agreement for assistance in improving the learning process. This shall include additional workload which may be caused through the implementation of a system of multi-tiered supports.

- B. Where overloads may occur, as the result of standards established in Article 30 Sections 1, 2, and 3 above, or have occurred, the affected staff member(s) will meet with the administrator(s) at the request of the affected employee(s) to discuss possible alternatives for improving the learning process. Administrators and staff should, where appropriate, involve all impacted staff in the exploration of resolutions.
- C. The class size review process will be initiated by the affected staff member sending a written notice to the building administrator and association representative of the need for review. A meeting will be convened between the appropriate staff member, building administrator, and association representative. A meeting will be convened within five (5) workdays of written notification. After the meeting, a written response will be made within five (5) workdays. This group will not have the authority to direct hiring of staff.

Once a decision has been made or a plan has been developed, if the recommendation is not within the decision-making provisions of the group, the administrator will report in writing to the Executive Director for Human Resources, or designee, which staff may be entitled to relief along with the relief sought by the staff and the alternatives explored. After the meeting, a written response will be made within five (5) workdays. A copy of the decision will be forwarded to the employee(s) and the Association by the Human Resources Office. The District may choose to provide the relief requested, provide alternative relief, or deny the relief. Following the decision, the District will, upon request, provide written reasons to the employee(s) regarding the action taken. If the employee(s) is/are still aggrieved, said employee(s) may seek a review of the decision by the Caseload and Class Size Review Board as described in Article 30 Section 6.

- D. It is incumbent upon both staff member(s) and administrators to be open to and to explore a full array of options which include but are not limited to:
  - 1. Identifying technology that will reduce time spent on necessary but time-consuming tasks such as attendance, grading, progress reports.
  - 2. Exploring scheduling options (class schedules, recess, duty schedules) that may allow more planning time.
  - 3. Reviewing curriculum requirements and adaptation.
  - 4. Enhancing parent, volunteer, peer-tutoring, and college student assistance.
  - 5. Providing additional supplies, instructional materials, and equipment.
  - 6. Reducing classroom interruptions.
  - 7. Streamlining and/or reducing paperwork.
  - 8. Provide reader time for two (2) hours per week for 1-3 students over class limit.
  - 9. Providing professional enhancement time for the performance of instructionally supportive duties such as observing other teachers, in-service training, curriculum preparation and/or development, and supplemental materials review earned at the rate of 45 minutes per week (1-2 students over) for the elementary level and 15 minutes per week (1-3 students over) at the secondary level per period. (This time could be used in half-day or full-day increments in agreement with the administrator.)
  - 10. Providing para-educator time at the rate of 0.5 day per week for overloads of 1-3 at the elementary level and 30 minutes per week per periods for overloads of 1-3 at the secondary level. Assistant time must be used daily so that both students and teacher receive optimum

benefit of the time. A plan for use of assistant time must be developed and submitted prior to the position being posted.

11. Supporting the conversion of unused assistant time at the current hourly rate for the purchase of supplies, materials and/or field trips.
12. Overload pay may be mutually agreed upon as a mechanism to resolve class size issues. Overload pay shall be based on the overage in the affected classroom and be paid at an average rate of \$8 per student per day in the affected secondary classroom, and \$16 per student per day in the affected elementary classroom.
13. Adding certificated staff time to a classroom, team and/or grade level.
14. Providing other relief as mutually agreed upon by the staff and the administrator and as approved by the Superintendent or designee.

### **Section 6: Caseload and Class Size Review Board**

A joint Association and District Review Board will be established. Three (3) members of the committee will be appointed by the District and three (3) by the Association. Minutes of the meetings will be kept and a copy sent to the Association President and Superintendent or designee. The purpose of the committee will be to review any class size, workload, building, or building staffing concerns brought to the committee. Relief assistance may include, but is not limited to, the options suggested in Article 30, Section 5.D. The committee will not have the authority to direct the hiring of certificated employees. The Review Board will make every effort to meet no later than five (5) working days following receipt of a written request for review by the employee.

### **Section 7: Change in State Funding/Levy Failure**

Article 30 may not be operative, as approved by the board of directors, with the exception of the class size review process, during any school year in which the District has implemented a formal reduction in force due to lack of funds under Article 28, a significant change in State Funding, and/or double levy failure. If any of these conditions should occur, the parties will meet and discuss the impact the lack of or change in funds will have on this section of the agreement.

### **Section 8: New Students after the Beginning of the Year**

Each school will develop in collaboration with NTEA members an annual plan for onboarding new students who register after the beginning of the school year. The plan will include, but is not limited to, such information as timeline, materials check-out process, communication of educational history (discipline, transfer grades, etc.) This plan will be communicated with certified staff at least annually, including any changes to the plan. Teachers will be provided at least one (1) school day notice that a new student will be joining a class to prepare, except when extraordinary circumstances apply (such as McKinney-Vento or enrollment count day, for example). Changes to the plan will be made collaboratively.

## **Article 31 – SPECIAL EDUCATION CASELOAD**

### **Section 1: Purpose**

- A. The District will staff according to the caseload limits defined in this section. For the purpose of determining overload for special education employees, the following terms and conditions shall be applied:

1. Compliant Individual Education Plans (IEP's) or Individual Family Service Plans (IFSP's) as reported each month on the P223H.
  2. Non-compliant IEP/IFSP that involve unique circumstances beyond the control of the case manager, including students assigned to a caseload without compliant IEP/IFSP.
  3. Headcount – The number of compliant IEP's/IFSP's reported on the monthly P223H plus any non-compliant IEP/IFSP students assigned to a caseload. Qualified In-Process IEP's shall count as students on the caseload.
  4. Special Education monthly overload rate, \$160/student/month in overload on count day, for Classroom Teachers (Preschool [PK], Resource, High Intensity Social-Emotional Learning [HI-SEL], Highly Supported Learning Services [HSLs], Deaf and Hard of Hearing) and \$90/student/month in overload on count day for Related Service Providers and Part C IDEA Teaching staff (PT, OT, SLP, EIP, Vision) and one day of substitute time per semester or one day of pay at the full-day substitute daily rate per semester.
- B. For the purpose of overload pay, if a teacher's caseload exceeds the limits described they will be paid at the Special Education monthly overload rate beginning the September count day (paid in October payroll) and continue through the June count day.
- C. The District recognizes that adequate space and classroom materials are necessary for the proper delivery of services.
- D. Special Education students will receive additional assistance per classroom according to their medical and/or behavioral needs or the amount of regular education inclusion needed. Such decisions will be based upon the recommendations of the IEP Team and the Special Education Administration.
- E. Whenever the special education employee caseload exceeds the limits outlined by three (3) students, the employee may request and the District will specifically evaluate the situation and relief will be provided according to the class size review and caseload review processes described in the Class Size and Caseload Review Board section of Article 31, Section 1. Said relief will be based upon decisions derived from a meeting with the affected teacher, an association representative, the building administrator, and Special Education administration.
- F. ESA FTE above 1.0 will be offered when covering for an unfilled position or leave for a time period greater than twenty-five (25) workdays and will be ended when the vacancy resolves. Vacancy support cannot be reassigned by the District to avoid paying super FTE.

## **Section 2: Integrated Pre-School Program**

The caseload will consist of eight (8) IEP students and eight (8) typical peers per session (thirty-two (32) seats per day) with certificated teacher and thirty (30) hours per week of paraprofessional support per certificated FTE. When the number of IEP students assigned exceeds eight (8) per session, the employee shall be compensated at the monthly Special Education overload rate. When the number per day is over thirty-two (32) students, certificated teacher can start class-size review process.

## **Section 3: Highly Supported Preschool (HSP)**

The caseload will consist of ten (10) IEP students per full-time certificated teacher (or (5) five IEP students per half-time certificated teacher) with sixty-five (65) hours per week of paraprofessional support per

certificated FTE. When the number of IEP students assigned exceeds ten (10) per certificated FTE, the employee shall be compensated at the monthly Special Education overload rate.

#### **Section 4: SCALS (Social Communication and Learning Support)**

The caseload will consist of ten (10) IEP students per full-time certificated teacher, with 130 hours per week of paraprofessional support per certificated FTE. When the number of IEP students assigned exceeds ten (10) per certificated FTE, the employee shall be compensated at the Monthly Special Education overload rate.

#### **Section 5: Highly Supported Learning Services (HSLs)**

- A. The caseload will consist of ten (10) IEP students per full-time certificated teacher and sixty-five (65) hours per week of Paraprofessional support per certificated FTE. When the number of IEP students assigned exceeds ten (10) per certificated FTE, the employee shall be compensated at the Monthly Special Education overload rate.
- B. Self-Contained Teachers shall receive an additional annual \$1500 stipend.

#### **Section 6: High Intensity Social Emotional Learning Services (HI-SEL)**

The caseload will consist of ten (10) IEP students per full-time certificated teacher and sixty-five (65) hours per week of paraprofessional support per certificated FTE at the elementary level and thirty-two and one-half (32.5) hours per week of paraprofessional support per certificated FTE at the secondary level. When the number of IEP students assigned exceeds ten (10) per certificated FTE, the employee shall be compensated at the monthly Special Education overload rate.

#### **Section 7: Transition Program for 18 to 21-Year-Old Students**

The caseload will consist of twelve (12) IEP students per full-time certificated teacher and at least sixty-five (65) hours per week of paraprofessional support per certificated FTE. When the number of IEP students assigned exceeds twelve (12) per full-time certificated teacher, the employee shall be compensated at the monthly Special Education overload rate.

#### **Section 8: Resource Programs**

The caseload will be up to twenty-eight (28) IEP students per full-time certificated teacher with thirty-two and one-half (32.5) hours of Para-educator time per week per certificated FTE. When the number of IEP students assigned exceeds twenty-eight (28) IEP students per full-time certificated teacher, the employee shall be compensated at the monthly Special Education overload rate.

#### **Section 9: Deaf and Hard of Hearing Program**

- A. Staff allocation for the deaf/hard of hearing program is based upon the severity of the served population and numbers as follows: one (1) certificated staff member and 32.5 hours of paraprofessional time per week for up to nine (9) students.
- B. When the number of IEP students assigned exceeds nine (9) IEP students per full-time certificated teacher, the employee shall be compensated at the monthly Special Education overload rate.



- C. At ten (10) IEP students, additional staff, or additional assistance, will be considered. Such consideration will be taken on a case-by-case basis.

### **Section 10: Vision Program**

Staff allocation for the vision program is based upon the severity of the served population and numbers as follows: one (1) certificated staff member for up to eleven (11) IEP students. When the number of IEP students assigned exceeds eleven (11) IEP students per full-time certificated teacher, the employee shall be compensated at the monthly Special Education overload rate.

### **Section 11: Education Specialist and Behavior Specialist**

When an Educational Specialist/Behavior Specialist assumes the caseload of a Special Education teacher, the caseload review process of Article 31, Section 14 will be invoked to address the change in duties, assignments, and/or responsibilities.

### **Section 12: Support Service Specialist**

- A. In order to attract and retain qualified certificated support service specialists, OTs, PTs, SLPs, and School Psychologists shall receive a one-time \$2000 stipend at the time of hiring.
- B. OTs, PTs, SLPs, Audiologists, ~~and~~ Psychologists, and Mental Health Specialists will receive a \$1,000 stipend upon completion of advanced certification and state licensure, and annually thereafter. This stipend shall be used to maintain professional certification and/or liability insurance.
- C. In order to attract and retain qualified certificated support service specialists the District will appoint one (1) Self-Contained certificated teacher to be a district wide lead. The district-wide lead shall receive an additional, annual \$2000 stipend.
- D. In order to attract and retain qualified certificated support service specialists the District will appoint one (1) Resource certificated teacher to be a district-wide lead. The district-wide lead shall receive an additional, annual \$2000 stipend.
- E. The caseload limits for therapists will be determined by the list below. In the event the District is unable to find qualified therapists to meet these caseload limits, the Association will be notified and consulted to arrange an alternative staffing/overload model, which may include additional compensation or hiring agency staff. When caseload exceeds the number of students listed below, the employee shall be compensated at the monthly Special Education overload rate.
- F. Occupation Therapist – (40) Students on Caseload. When assigned more than two (2) buildings where services are delivered, the caseload review committee will convene and analyze whether additional supports are necessary. Buildings assigned zero students shall not be considered. The District will hire and dedicate 0.4 FTE to preschool evaluations. This assignment may be split between employees.
- G. Physical Therapists – (31) Students on Caseload. When assigned more than six (6) buildings where services are delivered, the caseload review committee will convene and analyze whether additional supports are necessary. Buildings assigned zero students shall not be considered.

- H. Speech Language Pathologists – (44) Students on Caseload. When assigned more than two (2) buildings where services are delivered, the caseload review committee will convene and analyze whether additional supports are necessary. Buildings assigned zero students shall not be considered. The District will hire and dedicate 1.0 FTE to preschool evaluations. This assignment may be split between employees.
- I. School Psychologists - The District will staff psychologists at a ratio of one (1) FTE per 800 students per assignment. In the event sufficient qualified staff are unavailable, the caseload review committee will convene and analyze caseload remedies. Per Diem pay, including a “super” FTE assignment, may be considered by the caseload review committee when other options don’t provide reasonable relief.  
  
Preschool psychologists – The District will staff preschool psychologists at one (1) FTE per 70 evaluations within a given assignment. When evaluations reach over 70, the caseload review board will convene and analyze caseload remedies. Per Diem pay, including a “super” FTE assignment, may be considered by the caseload review board when other options don’t provide reasonable relief.
- J. Consideration will be given to the number of programs to be served at individual buildings, school enrollment, the variety of programs, as well as the number of evaluations on the caseload. Whenever possible, no more than two (2) buildings will be assigned per full-time FTE, with special consideration for balance of building assignments.
- K. To address the lack of substitutes in ESA, at least two (2) classified employees shall be assigned by the District who hold certification as a COTA, SLPA, and/or PTA, to be floating substitutes. These employees shall be managed out of the Student Support Office.
- L. The District will continue to support the school Psychologist intern program. The school psychologist assigned to supervise a psychologist intern shall be paid a bargained stipend.
- M. Each School Psychologist, 1.0 FTE, will have access up to three (3) hours per week of Office Professional time to assist with scheduling, paperwork, photocopying, parent communication, etc.
- N. The District will continue to support the Speech and Language Pathologist (SLP) clinical fellowship supervision program and the similar OT/PT and School Psychologist Internship supervision programs. The employee assigned to supervise shall be paid a \$1,500 bargained stipend.
- O. Audiologist: Audiologist workload will be reviewed on an annual basis as part of the staffing process using 15,000:1 district FTE as a reference point. Audiologists have access to the caseload review process at any time of the year.
- P. The District shall maintain one (1) FTE for the purpose of Assistive Technology support.

### **Section 13: Caseload Review Process**

- A. The caseload review process will be initiated by the affected staff member sending a written notice to the building administrator, special education administrator and association representative of the need for review. A meeting will be convened between the appropriate staff member, building administrator, special education administrator and association representative. A meeting will be convened within five (5) workdays of written notification. This group will not have the authority to direct hiring of staff.
- B. Once a decision has been made or a plan has been developed, if the recommendation is not within the decision-making provisions of the group, the Special Education administrator will report in writing to the Executive Director for Human Resources or designee which staff may be entitled to relief along with the relief sought by the staff and the alternatives explored. After the meeting, a written response will be made within five (5) workdays. A copy of the decision will be forwarded to the employee(s) and the Association by the Human Resources Office. The District may choose to provide the relief requested, provide alternative relief, or deny the relief. Following the decision, the District will, upon request, provide written reasons to the employee(s) regarding the action taken. If the employee(s) is/are still aggrieved, said employee(s) may seek a review of the decision by the Caseload and Class Size Review Board as described in Article 30 Section 6.
- C. The Caseload Review Meeting will attend to concerns raised and discuss any remedies deemed appropriate. Potential discussion items can include, but not be limited to:
  - 1. The types of services required for a student(s)
  - 2. Service minutes required for a student(s)
  - 3. Behavior concerns
  - 4. Transition to/from services
  - 5. Time required to prepare services
  - 6. Data collection requirements
  - 7. Current levels of staffing
  - 8. School to school transition
  - 9. Additional IEP or Parent driven meetings and reevaluations which create an additional burden beyond that expected of a typical caseload or student communication during conferences.

Possible remedies that can be recommended from the Caseload Review include, but are not limited to:

- 1. Decreasing the staff member's caseload/workload
- 2. Halting the staff member's caseload
- 3. Overload pay
- 4. Per Diem pay for additional time
- 5. Changes in staffing
- 6. Other supports deemed appropriate to assist teacher

## **Article 32 – SPECIAL EDUCATION MINIMUM STANDARDS**

### **Section 1: Physical Space**

- A. The District recognizes the importance of providing all itinerant Special Education staff members (OTs, PTs, Special Education Specialists, SLPs, Audiologist, Vision Specialist, and School Psychologists) with adequate in-building office space and supplies in order to best serve the needs

of their students. Each work group (OTs, PTs, Special Education SLPs, and School Psychologists) will be provided a workspace in each building that will include:

1. An office or work area that can be locked or appropriately restricted from student access
  2. A telephone
  3. A desk with locking drawers
  4. A computer terminal for access to email, network and technology necessary to complete required and often times confidential work
  5. A four (4) drawer, locking filing cabinet
  6. A cupboard or cabinet that can be locked
- B. Where adequate space exists in a shared facility, the District will use full-wall dividers or partitions to create a secure area.
- C. If adequate classroom or office space does not conform to the provisions of this contract, the affected staff member(s) will notify the building principal and/or Special Education Director of their concerns and request a meeting with an Association representative and the Special Education administrator to remedy the situation.
- D. The District further recognizes that staff members are guaranteed planning time and a thirty (30) minute duty free lunch period. All Special Education certificated staff members will work with their supervisor to create a schedule that provides for adequate travel time, as necessary between buildings, a daily planning time, and a regularly scheduled thirty (30) minute duty free lunch. Refer to Article 33 for planning time information.

## **Section 2: Working Conditions**

- A. Thirty (30) hours per Special Education staff member will be provided for the purpose of writing IEPs, evaluations, transfers, post-secondary surveys, state alternate assessments, etc. These hours will be paid at the individual's per diem rate and prorated per FTE. Payments will be spread out over the eleven (11) months beginning in October. Additional substitute time can be made available upon approval of the Special Education administrator.
- B. Psychologists will receive a supplemental contract for nine (9) 7.5 hour days' compensation at per diem rate. Days will be prorated by FTE. These days will be used on a schedule developed by the Psychologist, with supervisor approval, to fulfill positions responsibilities, meeting student social emotional needs, and other beginning or end of the year activities.
- C. Educational Specialist and Behavior Specialists will receive a supplemental contract for nine (9) 7.5 hour days' compensation at per diem rate. Days will be prorated by FTE. These days will be used on a schedule developed by the Educational Specialist and Behavior Specialist, with supervisor approval, to fulfill positions responsibilities.
- D. Using certificated Special Education staff members to provide substitute coverage for other staff members is prohibited, unless there is an emergency. Special Education teachers may be required to provide substitute coverage during their planning time consistent with planning time Section of the contract.

- E. Certificated Special Education staff members will be notified at least ten (10) working days prior to the last calendared school day of building placement for the next school year. In the event of unforeseen shifts in student population and/or program needs, assignments may be adjusted.
- F. Paraprofessional time shall be provided to assist with delivering specially designed instruction, data collections, and accommodations in the least restrictive environment to students eligible for Special Education services.
- G. Staff safety is a priority. When working to develop and implement the IEP, staff and administration will work collaboratively and proactively to provide a safe educational environment.
- H. Staff will be fully informed of the educational history of the students as soon as possible. When needed, training and consultation will be made available to ensure safe implementation of the student's educational program.
- I. Staff are to report any injuries or potentially dangerous situations to administration at the first opportunity.
- J. Should a student develop a history of actions that result in injury to staff, the teacher, building and district administration are to convene to determine appropriate actions on behalf of the staff and student. Options or points of discussion can include:
  - 1. Convene IEP team
  - 2. Work with administration to determine if communication devices such as cell phones, radio, or other might be appropriate classroom equipment
  - 3. Outside of classroom observer/consult
  - 4. Training provided as needed
  - 5. Appropriate student discipline
  - 6. Non-violent crisis intervention training for staff (provided upon request of principal)
  - 7. Develop safety plan/behavioral plan
  - 8. Alter physical environment
  - 9. Add staff as appropriate
  - 10. Provide safety clothing
  - 11. Assist teacher in documentation and reporting of injury, accidents
  - 12. Videotaping of students in classroom (subject to teacher approval – as designated in this collective bargaining agreement.
- K. Additional substitute time or other resources may be allocated for exceptional circumstances which may impact the employee's ability to complete compliant IEPs in a timely manner. This solution shall be mutually agreed upon between the employee and the building and/or district administrator.

## **Article 33 - PREPARATION PLANNING TIME**

### **Section 1: Definition**

Class and assignment schedules should be developed so as to allow preparation/planning time for certificated employees directly involved in full time classroom instruction. The length of the

preparation/planning time should be equitable within the restraints imposed by school size and program or divergence in organizational structure. Preparation/planning time is part of the regular workday. This time will be used for preparation/planning and follow-up activities of class work and for cooperative development of curricular offerings to students. Most of this time shall be teacher directed, recognizing that professional responsibility sometimes requires participation in meetings that cannot be scheduled at another time within the workday. If a necessary meeting cannot be scheduled outside of planning time, the meeting will be scheduled in collaboration between the bargaining unit member and the scheduler. In addition, employees with schedules for traveling from building to building will be given additional time for such travel. Time will be provided such that full-time classroom instructional employees will receive a minimum preparation/planning time as detailed below.

## **Section 2: Planning Time Allocation**

- A. All full-time Elementary Classroom teachers will be provided 40 minutes of continuous planning time within the student day.
  - 1. A combination of Art, Music, Physical Education Specialists, or other specialists, may be utilized to provide elementary staff planning. The model of providing planning will be determined by the Board adopted curriculum and instruction policy and procedure. Working conditions of any proposed planning model will be considered through the collaborative bargaining process. Working conditions of specialists providing planning will be bargained through the collaborative bargaining process. Working conditions for specialists providing planning will include the following: Each specialist will teach a maximum of seven (7) 40-minute sections per day and will be provided 40 minutes of continuous planning time within the student day. The length of passing time between specialist classes shall be a minimum of five (5) minutes in order to provide for appropriate transitions.
- B. Full-time, Secondary Classroom teacher's preparation/planning time shall be equal to one (1) continuous class period.

## **Section 3: Planning for less than Full-Time Employees**

Preparation/planning time for less-than-full-time employees shall be prorated based on their FTE.

## **Section 4: Planning time during conferences or early release**

During early release and conference schedules, the administrator will attempt to equitably distribute planning time among impacted teachers.

## **Section 5: Sacrificed Planning Time**

- A. Employees may flex their time to make up for the sacrificed planning time in agreement with the supervisor.
- B. The District and the Association agree that in 2024-25, \$56.72 will be paid for each period an elementary, middle school, or high school teacher fails to have a planning period due to covering another teachers' classroom because of the lack of a substitute being available. This amount will increase by the IPD percentage granted by the legislature in future years.

- C. The Principal will make the decision to cover a classroom with a staff member. The Principal will make a good faith effort to equitably request a staff member to relinquish their planning period and cover another teacher's classroom. In the case of middle schools and high schools, every effort will be made to have all staff members relinquish one planning period BEFORE asking other staff members to relinquish two (2) or more planning periods.
- D. This provision is intended to compensate regular classroom teachers who relinquish their planning due to a lack of substitutes. This provision is not intended to compensate staff who do not have a bargained planning period for covering classes due to a lack of substitutes. In addition, this provision is not intended to compensate special education staff for planning due to programmatic or scheduling problems.
- E. Payment shall be made twice per year once in the November pay period and once in the July pay period after the submission of a sacrificed planning form signed by the Principal on or before November 1 and June 30 of each year.

## **Article 34 - CLASSROOM VISITATION**

### **Section 1: Visitation Guidelines**

- A. To provide parents of the District the opportunity to visit their children's classrooms, the following guidelines are set forth:
  - 1. All visitors to a school and/or classroom will obtain the approval of the principal; and if the visit is to a classroom, the time will be arranged after the principal has conferenced with the employees. Employees will receive at least twenty-four (24) hour notification prior to a visit.
  - 2. The employee will be afforded the opportunity to confer with the classroom visitor before, during, and/or after the visits.
  - 3. Observations will not disrupt the classroom procedure or learning activity.

## **Article 35 - PROFESSIONAL DEVELOPMENT**

### **Section 1: Purpose Statement**

The purpose of the Professional Development Program at North Thurston Public Schools is to improve student learning by facilitating professional development activities that directly support the work of teaching and the process of learning. All bargaining unit members will have access to professional learning opportunities that positively impact student achievement, effectively meet the needs of adult learners, and enhance the skills needed to successfully perform their responsibilities. Professional learning will align with the District Strategic Plan and School Improvement Plans.

### **Section 2: Tenets and Core Beliefs:**

We believe all employees:

- A. Engage in the endeavor of student learning.
- B. Use self-assessment and reflection as integral parts of professional growth and improvement.

- C. Can improve their knowledge base, performance skill level, and their commitment to the profession.
- D. Are lifelong learners who are personally invested in their ongoing professional growth.
- E. Engage in professional development that is sustained, intensive, continuous, job-embedded, and collaborative in nature.

**Section 3: How this is accomplished:**

North Thurston Public Schools accomplishes its professional development purpose through the following structures:

- A. District-directed development
- B. Building-directed development
- C. Program/Team/PLC-directed development
- D. Individual-directed development aligned with district/building strategic plans
- E. Members are encouraged to communicate with supervisors, department heads and/or directors regarding individual or specialized group professional learning, such as classroom visits, attending conferences, or other training opportunities offered inside or outside the district.

**Section 4: Members provide feedback about options for professional development through:**

- A. School improvement planning process
- B. Grade-level and/or professional learning community teams
- C. Surveys
- D. Evaluations of courses and exit slips
- E. Formal and informal communication with supervisors and colleagues
- F. An elementary and a secondary liaison from NTEA will meet quarterly with the Assistant Superintendent for Instructional Services for the purpose of discussing needs and effectiveness of district and building professional development.

**Section 5: Mandatory Training:**

In some cases, members have an obligation to participate in mandatory training implemented to meet District legal compliance requirements or in support of District and school initiatives.

**Section 6: Highly Supported Kindergarten (HSK)**

- A. District to provide PD for teacher to work with Paraeducator staff.
- B. Common collaboration days will be built into the district PD calendar for HSK teams.
- C. HSK teachers will be invited to participate in HSK paraeducator hiring process.



## Section 7: Library Committee

An advisory committee will be established made up of one librarian from each grade band and the Director of Librarians. This committee's purpose is to advise on K-12 library issues which include, but are not limited to library programs, academics, collection development, technology/textbooks, and staffing. This committee will meet at least twice per year, the first being before October 31<sup>st</sup>. Either the Director of Librarians or the librarian representatives may call for additional meetings as needed.

## Article 36 - CORRECTIVE DISCIPLINE-STUDENTS

- A. In the maintenance of a sound learning environment, administration and certificated staff shall work collaboratively to ensure acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. The Board and the Superintendent shall support administration and certificated staff in their efforts to maintain discipline in the District.
- B. All District employees will have available for personal use a District Students Rights and Responsibilities Handbook concerning corrective discipline guidelines. This handbook will be kept up-to-date annually.
- C. In a manner consistent with District procedures, the administration and certificated staff (as determined at the school level) in each school building will confer at least three (3) times annually for the purpose of developing and/or reviewing building discipline standards and the uniform enforcement of those standards. Timing and content of meetings will be collaboratively determined at the school level (for example, formative and summative).
- D. The District and Association will meet at least annually and confer about discipline concerns in the District. Both the District and Association have the ability to call reasonable additional meetings, parties shall collaboratively establish norms for District/Association meetings on this topic to include an agreed upon list of actions and who is responsible for those actions.
- E. Staff will be fully informed of the educational history of the students as soon as possible. When needed, training and consultation will be made available to ensure safe implementation of the student's educational program.

All educators serving a student and referring staff member(s) will be notified by the administrator or designee within one (1) workday of the conclusion of processing a referral, making information available about the outcome. Educators will have access to enter referrals into the behavior management system.

### F. Classroom Exclusions

1. **Teacher authority.** In accordance with RCW 28A.600.020(2), a teacher may exclude a student from the teacher's classroom or instructional or activity area for behavioral violations of the District's student discipline policy which cause the disruption of the educational process while the student is under the teacher's immediate supervision, subject to the requirements identified in the following subsections of this section.
2. **Other forms of discipline.** The teacher must first attempt one or more other forms of

discipline to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process. "Disruption of the educational process" means the interruption of classwork, the creation of disorder, or the invasion of the rights of a student or group of students "Other forms of discipline" means actions used in response to behavioral violations, other than classroom exclusion suspension, exclusion, or emergency expulsion, which may involve the use of best practices and strategies included in the state menu for behavior developed under *RCW 28A.165.035*.

G. Limitations on classroom exclusion.

1. **Duration of classroom exclusion.** A classroom exclusion may be administered for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee and the teacher have conferred, whichever occurs first; provided, however, in no event without the consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded. When a student is excluded from the student's classroom or instructional or activity area for longer than the balance of the school day, then the District will provide parental notice and due process for a suspension, expulsion, or emergency removal consistent with state law.

H. Required Notice.

1. Principal or designee notification. The teacher must report the classroom exclusion, including the behavioral violation that led to the classroom exclusion, to the principal or designee as soon as reasonably possible. When a teacher administers a classroom exclusion on the grounds that the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process, the teacher must immediately notify the principal or designee.
2. Parent notification. The teacher, principal, or designee must notify the student's parents regarding the classroom exclusion as soon as reasonably possible.

I. Conferred.

1. For purposes of subsection (a) above, "conferred" shall mean at least a telephone conversation if a face to face meeting is impracticable, provided however that the teacher may elect to require a meeting in person or via video transmission (if necessary), before the student's return. Parent notification will be addressed during the conference.

J. Assignments and tests. The District and the teacher must provide the student an opportunity to make up any assignments and tests missed during the classroom exclusion.

K. Room Clears. When a room clear occurs, an administrator will confer with the employee to determine the extent of lost instructional time and determine when communication needs to be sent home to affected families regarding the event. The principal, with the support of District Office staff as needed, will initiate communication with affected families. Any communication must comply with FERPA and other applicable laws. The employee initiating the room clear will complete an incident reporting form to document the incident, including the loss of instructional time.

## Article 37 - REPORT CARDS

Accuracy in reporting student progress is essential to academic success. Therefore, from the end of each grading period, three (3) full workdays will be utilized to complete assessments. Report cards will be due at 9:00 a.m. on the fourth workday.

## Article 38 - NEW SCHOOL PLANNING

- A. The District and the Association agree on the importance of new school planning and implementation. In order for the Association to be informed about proposals to be implemented at new school(s), some of which may have contractual ramifications, the District and Association agree to a planned process of communication and decision-making.
- B. This process will be included in the overall planning of the new school program and consist of ongoing communication with key timelines provided for bargaining any contractual changes. The goal of this process is to obtain Association input prior to decisions being made and programs being developed that may not feasibly be changed after the fact.

## Article 39 - COMPENSATION

### Section 1: Salary Schedule Placement

- A. Employees will receive increases for each of three (3) years as shown below applied as an equal percentage salary increase to all cells of the salary schedule in Appendix A. The Implicit Price Deflator (IPD) is currently the state's annual inflationary adjustment.
  - I. 2024-2025: IPD (3.7%)
  - II. 2025-2026: IPD+1%
  - III. 2026-2027: IPD+1%
- B. Employee will be placed on the salary schedule in accordance with WAC 392-121 and the reporting standards of S-275 in place as of August 2018, except as may be otherwise described in this section. For part-time employees, salaries and benefits will be paid and sick leave and personal leave accumulated at a prorated share of the yearly Full Time Equivalent. Increments for experience will be granted such that part-time employees will be granted experience as reported on the S-275 report. Full time employees shall be compensated for their work by payment of an annual salary as provided on the negotiated salary schedule, Appendix A to this Agreement. Part-time employees will be paid in like manner prorated to their FTE.
- C. Those employees whose positions are presently established on the salary schedule will maintain their longevity and present educational increment steps, except when the change in salary schedule might delete or add steps. In that case, placement would then be established in accord with the new conditions.
- D. Except as provided above for purposes of salary placement, only credits and clock hours earned after the first Bachelor's degree certification will apply.

- E. For initial placement on the salary schedule, credits will be based on transcripts and prior school District experience as submitted to and verified by the Human Resources Office.
- F. Newly hired certificated employees must have appropriate documentation of all course credit, including clock hours, and experience registered in the Human Resources Office within ninety (90) calendar days of their first day of work in order for the credit and/or experience to be applicable to the current year salary, unless the teacher can produce evidence that the absence of the documentation is beyond the employee's control. Documentation received after the cutoff date will be applicable for the following school year.
- G. Educational advancement on the salary schedule will be subject to the contract provisions. In order to have approved educational credits apply for salary schedule advancement, the employee must submit to the Human Resources Office, an Application for Salary Credit/Clock Hour Approval listing of courses or certification and/or advanced degree(s) and credit naming the institution that the employee intends to complete. Immediately upon completion of the course(s), the employee must submit verification of:
  - 1. Completion of the course(s)
  - 2. A request for official transcripts to be sent to the District Human Resources Office. Official transcript must be submitted or received by the Human Resources Office by the close of the workday of September 30th, or the immediately preceding workday if September 30th is on a weekend.
  - 3. To qualify for placement at the BA 135 Level, courses must have been completed by December 31, 1991.
  - 4. Increments for experience, education and master's degree will be in accordance with the index as established on the salary schedules.
  - 5. College credits for advancement on the salary schedule will be accepted from an accredited four-year-degree-granting institution and for courses taken at community or technical colleges as defined by Washington Administrative Code (WAC).

H. Experience Credit for ESAs

- 1. Notwithstanding anything to the contrary appearing above or the restrictions reflected in WAC 392-121-264 or the S-275 reporting process, the District will grant occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists and social workers regulated under Title 18 RCW experience credit for prior, non-school professional (licensed) work experience on a year-for-year basis, as documented and submitted by the ESA, subject to the District's satisfactory verification of the experience documentation provided. Standards for recognizing and calculating this experience credit generally will be the same as those set forth in WAC 392-121-264, except for the two-year limitation appearing therein.
- 2. Following the District's initial determination of qualifying experience credit, which will be communicated to the employee, an ESA may seek reconsideration of the District's determination, with NTEA assistance. Final determination of experience credit shall be made by the District's Executive Director of Human Resources in the event of a continuing dispute. The District's final determination of experience credit shall not be subject to grievance under Article 42.

## **Section 2: Compliance**

The intent of the parties is to comply with limitations imposed by RCW 28A.400.200 and the State Budget. No provisions of the Agreement will be interpreted or applied so as to place the District in breach of the salary limitations imposed by State Law or subject the District to a state funding penalty.

### **Experience Incentive Stipends**

Employees placed at applicable steps in the MA+45 and MA+90 columns of the salary schedule shall receive an incentive stipend in an amount equal to the difference, if any, between the statutory maximum and the amount necessary to accomplish the agreed percentage increases set forth in Article 39, Section 1. The per diem rate for teachers receiving this stipend will include the Experience Incentive Stipend in the per diem calculation.

## **Section 3: Advancement**

- A. No advancement on the salary schedule will be made until the appropriate documentation (certification, degree, official transcripts and experience verification) is registered in the Human Resources Office.
- B. Any returning teacher planning on advancement for the ensuing school year must adhere to the following:
  - 1. Have all necessary course credit or experience necessary completed prior to August 31 of the ensuing school year.
  - 2. Have appropriate documentation on file on or before September 30 each year for advancement credit for that school year. Salary and/or longevity advancement will not be credited any later than September 30 of the fiscal school year, unless the teacher can produce evidence that the circumstances were beyond the employee's control.

## **Section 4: Payment for Professional Development**

Employees providing professional development and/or program work, outside of their typical workday, will be paid at their hourly per diem rate.

## **Section 5: Salary Method of Payment**

- A. All employees will be paid in twelve (12) monthly installments. Each check will contain one-twelfth (1/12th) of the contracted salaries including extended day contracts.
- B. Certificated employees who have supplemental contracts will be paid in equal monthly installments commencing with the October paycheck, or as soon as possible after a written supplemental contract is signed by the District and the employee.

## **Section 6: Correction of Salary under or Overpayment**

In the event of salary underpayment or overpayment, correction will be made on the next pay period following the discovery. Cumulative errors will be corrected at the rate accumulated or as agreed to

between the District and the affected employee, provided repayment is completed prior to the end of the employee's contract year.

### **Section 7: Salary Payment at separation**

All compensation owed to a certificated employee who is leaving the District through resignation or leave of absence for the remainder of the contract year will be paid at the next immediate pay period, provided time is available to process such pay request.

### **Section 8: Stipend Escalator**

All stipends contained within Appendix J shall increase annually according to the inflationary adjustment determined by the state legislature, rounded up to the nearest ten (10) dollar amount.

## **Article 40 – BENEFITS**

### **Section 1: Insurance**

- A. The District will provide insurance per School Employees' Benefits Board regulations.
- B. New teachers who wish to establish coverage must enroll in the medical and salary insurance programs within thirty-one (31) days of their employment. Returning teachers will have the option to change or enroll in insurance programs during the open enrollment period specified by the state. Enrollment in the mandatory dental, vision, term life, and long-term disability programs are automatic.
- C. The District will deduct from the teacher's monthly salary the amount necessary to pay the premium(s) due.
- D. The District agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits Board (SEBB). Inclusive of District funding will be payment of the retiree carve-out for all eligible employees.

### **Section 2: Tax-Sheltered Annuity**

The District will provide the opportunity for employees to participate in tax-sheltered annuities within the provisions of Federal and State Law. All participating companies will be required to go through District procedure for enrollment and payment procedures. The District will not remove any company in which an employee is participating in a tax-sheltered annuity. Additional companies will be added only upon agreement of the parties of one of the existing companies. A list of approved companies will be available in the Financial Services Office.

### **Section 3: Alternate Pre-Tax Deduction IRS--Section 125**

- A. The District will provide for processing payroll deductions for medical and life insurance premiums as allowed within IRS Section 125 on a pre-tax basis.

- B. The District will establish a Section 125 Plan providing for pre-tax payroll deductions for payment of dependent care expenses and un-reimbursed medical expenses as allowed under IRS Section 125. Amounts deducted can only be used for acceptable qualified Section 125 expenses. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan year. The District will pay related administrative costs and establish administrative procedures.

#### **Section 4: Workers Compensation**

- A. The District is self-insured through the ESD 113 Workers Compensation Trust for the purpose of providing industrial insurance benefits to employees who sustain job-related injuries or occupational diseases. This trust has been approved by the Washington State Department of Labor and Industries to administer industrial insurance benefits. Employees of a self-insured business have the same rights and responsibilities as other workers insured through the State of Washington. Employees are protected in the following ways:
1. Medical Costs resulting from job-related injuries or diseases are paid under the claim.
  2. Injured employees are paid a partial wage replacement while off work due to a job-related injury or disease under the claim when certified off work by their Medical provider.
  3. When an employee is injured on the job and is unable to perform work related duties as a result of the on-the-job injury or occupational disease and certified off work by a medical provider, the employee may elect to use leave as follow:
    - a) Choose unpaid leave thus receiving only the entitle temporary total disability benefits, or
    - b) Elect to use a full day of accumulated leave in addition to their entitled temporary total disability benefit, or
    - c) Elect to use a proportionate share of accumulated leave to make up the difference between the workers' compensation payments and the employee's regular pay at the time of injury.
- B. The Superintendent or designee will develop procedures to assure the legal administration of workers compensation benefits.

## **Article 41 - SUMMER SCHOOL**

Summer school teaching assignment compensation will be paid at the employee's hourly per diem rate, in accordance with the certificated employees' salary schedule. Annually, prior to Summer school, the District and Association will collaboratively discuss working conditions associated with summer school to include but not be limited to, class size, planning and program development time.

## **Article 42 - GRIEVANCE**

### **Section 1: Definition of Grievance**

A grievance is a claim filed by an employee, and/or the Association with the consent of an aggrieved employee, alleging the District violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee and which will be processed as hereinafter provided.

1. This Article will not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to grievance process.
2. Days will mean workdays, except as specified herein.
3. The individual circumstances of an alleged grievance will not be subject to negotiations.

### **Section 2: Definition of Grievant**

A grievant is defined as an employee, group of employees, or the Association with a grievance.

### **Section 3: Contents of the Grievance**

During each step where a grievance is submitted in writing, the written statement will clearly specify:

1. The specific section of the Agreement allegedly violated.
2. When this alleged violation occurred.
3. In what way there has been a violation, misinterpretation or misapplication of this Agreement.
4. The results of the previous step in the grievance procedure and why such resultants were unsatisfactory.
5. The name of the aggrieved person, the manner in which the aggrieved person has been injured and the proposed remedy or remedies for resolution of the grievance.

### **Section 4: Alternate Procedures for Special Situations**

Provided the employee and their immediate supervisor agree, and the contract provision grieved is not within the purview of the supervisor, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

### **Section 5: Rights Guaranteed**

Witnesses may be utilized by either party at any step of the grievance procedure. All documents, communications and records dealing specifically with the process of a grievance will be considered confidential and filed separately from the personnel records. There will be no reprisals of any kind by the District or the Association against any grievant or other educational employee participating in the grievance procedure.

### **Section 6: Standard Grievance Form**

Standard District forms will be used for the filing of grievances and reporting the findings of investigations. The standard grievance form will be found in appendix L.

### **Section 7: Class Grievances**

A single grievance claim may be initiated at Step 3 in the interest of a group of employees having a common complaint. Such grievance may be brought by the group of employees themselves or by the Association on their behalf with the authorization.



## **Section 8: Cooperation of School Board and Administration**

The School Board, the Administration, and the Association will cooperate with each other in the investigation of any grievance and will furnish such information as requested for the processing of any grievance.

## **Section 9: Procedures**

A grievance must be commenced at Step 2 within twenty-five (25) workdays of the action that gave rise to it, or when the Association would have reasonably known about the issue. Grievance claims will be processed as rapidly as possible, and the time limits provided will be strictly observed unless mutually waived.

### **Step 1: Pre-Grievance**

As it is most advantageous for an employee and the immediate supervisor to resolve problems through free and informal communications, the employee and supervisor will attempt to do so. However, should such informal process fail, then a grievance may be processed through the succeeding steps.

### **Step 2: Formal Supervisor Level**

If, after Step 1, the grievant or Association feels such would be justified, a formal written grievance may be filed with the supervisor. Such filing must be within twenty-five (25) days of the action that gave rise to the grievance. Copies will be transmitted by the grievant to the Superintendent, and the Association. A hearing, to be conducted within ten (10) days after receipt of the grievance, will be scheduled by the grievant and supervisor. Either one or both parties may request assistance from other staff members and/or representatives to assist in resolution of the grievance. Within five (5) days after the Step 2 hearing, the supervisor will provide the grievant and the Superintendent with a written answer to the grievance claim. If no answer is received by the end of the five (5) day period, the Association may move the grievance forward to the next step.

### **Step 3: Formal District Level - Superintendent**

- A. If the grievance is not resolved at Step 2, the grievant may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step 2 answer. The Superintendent or designee will arrange for a meeting with the employee to take place within ten (10) days of his receipt of the appeal.
- B. Upon conclusion of the hearing the Superintendent, or his designee, will provide a written decision within five (5) days to the grievant, the grievant's immediate supervisor, and the Association.

### **Step 4: Mediation**

The District and Association may agree to an independent third party to act as a mediator to resolve a grievance. The District, Association, and grievant must accept this step as a final basis to resolve the grievance.

## **Step 5: Arbitration**

- A. If the grievance has not been adjusted to the satisfaction of the grievant at Step 3, within twenty (20) days after receipt of the Step 3 grievance, the grievance may be submitted to the Association for submission to final and binding arbitration. Such arbitration will be conducted by an arbitrator from the American Arbitration Association or the Federal Mediation and Conciliation Service or as agreed upon by the parties.
- B. If neither party gives and files notice to the other party of intention to arbitrate, or unless both parties jointly initiate arbitration within twenty (20) days after the date of the formal conference under Step 4, the grievance will be deemed withdrawn.
- C. During arbitration, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

## **Section 10: Jurisdiction of Arbitrator**

- A. The arbitrator will have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator will confine the inquiry and decision to the specific area of the contract as cited in the grievance form.
- B. Non-renewal, dismissal and adverse effect of employees and matters relating to evaluation and the placement of employees on probation and reduction in force will be grievable only through and commencing with Step 4 of the grievance procedure and grievances will pertain solely to alleged procedural violations of the contract. Following Step 4, non-renewal, dismissal, adverse effect, evaluation, probation and reduction-in-force matters will be governed and controlled by the rights, procedures and remedies afforded by statute.

## **Section 11: Arbitration Procedure**

- A. Absent mutual agreement of the parties on the source of an arbitrator and the rules under which the arbitrator will function, the arbitrator will be chosen from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) panel in accordance with its Voluntary Rules, provided that any procedural or substantive provision contained in this contract will take precedent over any Voluntary Rules of the AAA or FMCS which is contrary to or inconsistent with it.
- B. The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party will bear the full costs of such action, including the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.
- C. Absent mutual agreement to the contrary, a stenographic record of the hearing will be arranged for through the AAA or FMCS upon the request of either party. Upon such request, the party that requests the record will pay the costs of creating such a record.
- D. If the issue of substantive or procedural arbitrability is raised in the Step 3 grievance response, the grievance may proceed to arbitration only on such issue. In that event, the above indicated

procedures will be implemented to seek an arbitration decision on the issue of arbitrability. The arbitrator hearing the arbitrability issue will be prohibited from hearing the substantive issue in the event it is determined to have been arbitrable.

- E. Each party will bear its own costs of arbitration except that the fees and charges of the arbitrator will be shared equally by the parties.

## **Article 43 - NEGOTIATION PROCEDURES FOR SUCCESSOR CONTRACTS**

### **Section 1: Collaborative Negotiations**

The Board and Association agree that the negotiations process is dependent on mutual understanding and cooperation and, therefore, requires a free and open exchange of views in deliberating leading to policy decisions. Both parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement.

### **Section 2: Representation**

Members of the Board or their designated representative and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any control over the other's selection of its representatives, except that no active member of the Association shall be used as a negotiator for the Board. Consultants may be called upon by either party and utilized in negotiation on any matter being considered by the negotiation teams.

### **Section 3: Exchange of Information and Negotiation Procedures**

The Board agrees to furnish the Association all reasonable information needed for developing intelligent, feasible and constructive proposals on behalf of the employees. This information shall include, but not be limited to, complete and accurate financial reports and the tentative budget for the next school year submitted for study prior to the date for Board action thereon, and information on the number and level of teachers on the salary schedule. Both parties shall develop negotiation procedures and "table rules" to be applied in negotiating the successor contract.

### **Section 4: Dispute Resolution**

- A. In the event that a dispute occurs, provision of RCW 41.59 will be used.
- B. Immediately after the mutually agreed upon demand for mediation, the parties will make a joint written request to a federal or public mediation agency asking that agency to support a mediator.
- C. All meeting arrangements such as dates, agenda, etc., will be arranged by the mediator. All arrangements reached through mediation will be tentative, subject to ratification by the parties.


C. All meeting arrangements such as dates, agenda, etc., will be arranged by the mediator. All arrangements reached through mediation will be tentative, subject to ratification by the parties.

### Article 44 - DURATION


Except as expressly stated herein, this contract will remain in full force and effect from September 1, 2024 to and including August 31, 2027. The District and Association agree to engage in a process of continuous collaborative bargaining, and at the outset of each contract year, identify areas of common interest to be bargained.

SIGNATURES:

FOR THE ASSOCIATION:

By:   
\_\_\_\_\_  
Brandon D'Arcangelo  
NTEA Lead Bargainer

FOR THE DISTRICT:

By:   
\_\_\_\_\_  
Derrick Pete  
Executive Director of Human Resources

Date: 9/10/2024

Date: 9/10/2024



# APPENDIX A.2 – Itinerant ESA Salary Schedule

## 2024-2025 North Thurston Public Schools Itinerant ESA Salary Schedule (Psychologist, SLP, OT, PT, RN, Mental Health Specialist)

Days in Base Yr:	180
PD Days:	7
<b>Total:</b>	<b>187</b>

LONGEVITY STIPENDS	
19-23 years	450
24-28 years	900
29+ years	1375

New employees start at Step 1 and move steps based upon years of experience in NTPS beginning with the 2024-25 school year.  
Hires with qualifying experience beyond 9 years are awarded steps for additional years

		Up to MA+89	MA+90/Ph.D.
<b>Step 1</b>	Base	\$93,881.08	\$98,181.26
	PD	\$3,650.93	\$3,818.16
	<b>Total</b>	<b>\$97,532.01</b>	<b>\$101,999.42</b>
<b>Step 2</b>	Base	\$96,719.55	\$101,158.46
	PD	\$3,761.32	\$3,933.94
	<b>Total</b>	<b>\$100,480.87</b>	<b>\$105,092.40</b>
<b>Step 3</b>	Base	\$99,688.06	\$104,217.13
	PD	\$3,876.76	\$4,052.89
	<b>Total</b>	<b>\$103,564.82</b>	<b>\$108,270.02</b>
<b>Step 4</b>	Base	\$102,736.35	\$107,404.12
	PD	\$3,995.30	\$4,176.83
	<b>Total</b>	<b>\$106,731.65</b>	<b>\$111,580.95</b>
<b>Step 5</b>	Base	\$105,860.92	\$109,982.00
	Exp Stipend	\$-	\$683.68
	PD	\$4,116.81	\$4,303.67
	<b>Total</b>	<b>\$109,977.73</b>	<b>\$114,969.35</b>
<b>Step 6</b>	Base	\$109,205.70	\$109,982.00
	Exp Stipend	\$-	\$4,070.09
	PD	\$4,246.89	\$4,435.36
	<b>Total</b>	<b>\$113,452.59</b>	<b>\$118,487.45</b>
<b>Step 7</b>	Base	\$109,982.00	\$109,982.00
	Exp Stipend	\$2,062.18	\$7,035.13
	PD	\$4,357.27	\$4,550.67
	<b>Total</b>	<b>\$116,401.45</b>	<b>\$121,567.80</b>
<b>Step 8</b>	Base	\$109,982.00	\$109,982.00
	Exp Stipend	\$4,302.44	\$12,069.44
	PD	\$4,444.39	\$4,746.44
	<b>Total</b>	<b>\$118,728.83</b>	<b>\$126,797.88</b>
<b>19-23 years</b>	Base	\$109,982.00	\$109,982.00
	Exp Stipend	\$4,302.44	\$12,069.44
	PD	\$4,444.39	\$4,746.44
	Longevity	\$450.00	\$450.00
<b>Total</b>	<b>\$119,178.83</b>	<b>\$127,247.88</b>	
<b>24-28 years</b>	Base	\$109,982.00	\$109,982.00
	Exp Stipend	\$4,302.44	\$12,069.44
	PD	\$4,444.39	\$4,746.44
	Longevity	\$900.00	\$900.00
<b>Total</b>	<b>\$119,628.83</b>	<b>\$127,697.88</b>	
<b>29+ years</b>	Base	\$109,982.00	\$109,982.00
	Exp Stipend	\$4,302.44	\$12,069.44
	PD	\$4,444.39	\$4,746.44
	Longevity	\$1,375.00	\$1,375.00
<b>Total</b>	<b>120,103.83</b>	<b>\$128,172.88</b>	

# APPENDIX B – Professional Responsibility

## NORTH THURSTON PUBLIC SCHOOLS PROFESSIONAL RESPONSIBILITY 2024-2027

### Certificated Responsibilities

#### **Professional Preparation and Performance:**

- Preparing for school opening and closing
- Communicating with parents and attending required parent meetings to include, open house, IEP meetings, etc.
- Conferencing with parents
- Attending school and District connected meetings such as PTSA, PLC, MDT, SST, PBIS Team, Etc.
- Supporting student activities
- Providing individual help to students
- Committee work
- Evaluating student work

#### **Improving and Maintaining Educational Staff Associate Skills which may include one or more of the following:**

- Preparation and revision of materials
- Planning with other staff in areas of instruction and curriculum
- Working with computers and other technology as related to educational uses
- Instructional coaching cycle
- Book studies
- Analysis of student work as professional development
- Curriculum and grade level standards alignment work
- Peer coaching in other classrooms
- Workshops, classes and in-service work
- Researching educational materials and supplies

## APPENDIX C – Contract Waiver

- Contract Waivers are in effect from September 1 to August 31 of the indicated school year. It is a one (1) year only term.
  
- Contract Waivers must be renewed annually; on or before April 1.
  
- Contract Waivers must follow the **Contract Waiver Procedure** and have the appropriate supporting documents in order to be considered.
  
- Contract Waiver Forms are available for download at the NTEA website under Contract Renewal:
  
- ❖ A renewal request must include:
  - A copy of the original approved **Contract Waiver Proposal Form 1a**
  - **Waiver Evaluation Form 2.** All staff voting to renew the variance must be afforded the opportunity to participate in the evaluation of the variance. If staff members are unable to attend the meeting those members may fill out the Waiver Evaluation form (Form 2) separately and attach it to the group Waiver Evaluation.
  - The appropriate signatures:
    - \* Building: association rep and principal
    - \* District Office: association rep and appropriate administrator
  - Results of new vote in favor of renewal, the date and the signature of the NTEA officer who conducted the vote.



## **Contract Waiver Procedure**

### **Step 1: Idea Generation:**

- Impacted individual(s), at the building level meet and identify an “Idea” to vary current contract language.

### **Step 2: Contract Variance Proposal :**

- Determine whether the “Idea” meets the criteria for a Contract Waiver; see Contract Waiver Flow Chart Form 1.
- Complete Form Contract Waiver Proposal Form 1a
- Makers of the Contract Waiver Proposal hold an informational meeting to educate staff about the proposal and solicit input. The Makers will re-draft the proposal Form 1a if deemed necessary by members at the informational meeting.
- Obtain the appropriate signatures.
  - \*Building: association rep and principal
  - \*District Office: association rep and appropriate administrator
- Association Rep notify the NTEA president of the Contract Waiver Proposal and request a vote to be held.
- Building principals/appropriate administrator(s) notify the District's chief bargainer that a Contract Waiver Proposal has been submitted and a vote from NTEA has been requested.

### **Step 3: Voting**

- Voting is conducted by officers of NTEA; these officers include:
  - \*NTEA President
  - \*NTEA Vice President
  - \*NTEA Chief Advocate
  - \* Designated NTEA Exec board member
- All building certificated staff members, or in the case of the District Office affected certificated staff members are eligible to vote.
- An 80% Yes vote is required for all Contract Waiver Proposals in order to proceed to Step 4 or it is finished with a vote that is less than 80% Yes.
- An 80% Yes vote does not guarantee approval by NTEA and the District at Contract Administration.

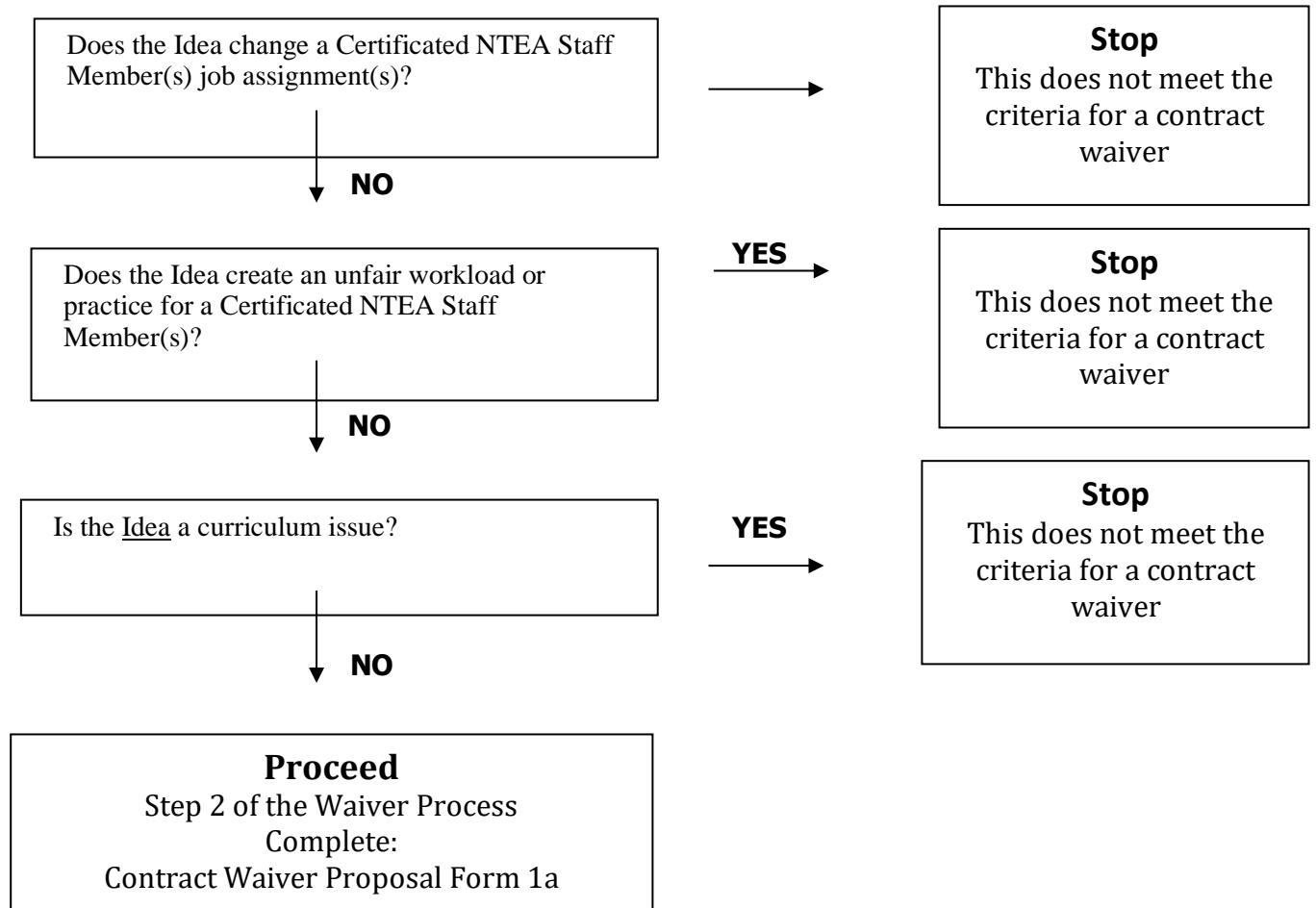
### **Step 4: Contract Waiver Proposal Investigation:**

- NTEA officers (President, Vice President, Chief Advocate, or Designated Exec Board Member) will investigate the Contract Waiver Proposal.
- District Office assigned bargaining team members will investigate the Contract Waiver Proposal.

**Step 5: Contract Administration:**

- A decision (approval/denial) regarding the Contract Waiver proposal will occur at Contract Administration between NTEA and the District. The decision will be signed off on Form 1a Contract Waiver Proposal.
- It is the duty of NTEA and the District to notify the makers of the Contract Waiver Proposal of the status of the Waiver. (Approved/Denied/Pending (reason)).

## Contract Waiver Flow Chart



## Contract Waiver Proposal:

Building Work Group: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Association Rep: \_\_\_\_\_

Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

**Current Contract Language: (date of contract, section, and language)**

**Proposed Contract Waiver Language: ("Idea"):**

- Why is the waiver needed?
- What are the changes?
- Who is affected by the proposal?
- How will the waiver change current practice?
- The school year for which the waiver would be effective.

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

\_\_\_\_\_  
Administrator

Results of the Vote: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
NTEA Officer Signature

Approved

Approved

Denied

Denied

\_\_\_\_\_  
NTEA President

\_\_\_\_\_  
District Representative

**Contract Waiver/Renewal Evaluation:**

**Building Work Group:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Association Rep:** \_\_\_\_\_

**Administrator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Meeting Date:** \_\_\_\_\_

**YES/NO All staff members voting have participated in a group meeting to complete the Waiver Evaluation.**

**(#) Copies of Waiver Evaluations are attached.**

**Strengths/Weakness of the Waiver:**

**Benefit/Hardships to Students:**

**Benefit/Hardships to Staff:**

**Changes to be made to the Waiver:**

\_\_\_\_\_  
**Association Representative**

\_\_\_\_\_  
**Administrator**

**Results of the Vote:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**NTEA Officer Signature**

**Approved**

**Approved**

**Denied**

**Denied**

\_\_\_\_\_  
**NTEA President**

\_\_\_\_\_  
**District Representative**

# APPENDIX D.1 – Summative Evaluation - 2011

## Danielson Framework

### Comprehensive Summative Evaluation: Classroom Teacher

Teacher Name:	Principal Name:	Date: <a href="#">Click here to enter a date.</a>
Teaching Assignment:	School:	Evaluation Type: Comprehensive

Summary of Performance	Score	
<b>Criterion 1: Centering Instruction on high expectations for student achievement</b> <i>2b: Establishing a Culture for Learning</i> <i>3a: Communicating with Student</i> <i>3c: Engaging Students in Learning</i>	Choose an item.	
<b>Criterion 2: Demonstrating effective teaching practices</b> <i>3b: Using Questioning and Discussion Techniques</i> <i>4a: Reflecting on Teaching</i>	Choose an item.	
<b>Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs</b> <i>1b: Demonstrating Knowledge of Students</i> <i>3e: Demonstrating Flexibility and Responsiveness</i>	Choose an item.	
<i>SG 3.1 Establish Student Growth Goal(s)</i>	Choose an item.	
<i>SG 3.2 Achievement of Student Growth Goal(s)</i>	Choose an item.	
<b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum</b> <i>1a: Demonstrating Knowledge of Content and Pedagogy</i> <i>1c: Setting Instructional Outcomes</i> <i>1d: Demonstrating Knowledge of Resources</i> <i>1e: Designing Coherent Instruction</i>	Choose an item.	
<b>Criterion 5: Fostering and managing a safe, positive learning environment</b> <i>2a: Creating an Environment of Respect and Rapport</i> <i>2c: Managing Classroom Procedures</i> <i>2d: Managing Student Behavior</i> <i>2e: Organizing Physical Space</i>	Choose an item.	
<b>Criterion 6: Using multiple student data elements to modify instruction and improve student learning</b> <i>1f: Designing Student Assessments</i> <i>3d: Using Assessment in Instruction</i> <i>4b: Maintaining Accurate Records</i>	Choose an item.	
<i>SG 6.1 Establish Student Growth Goal(s)</i>	Choose an item.	
<i>SG 6.2 Achievement of Student Growth Goal(s)</i>	Choose an item.	

<b>Criterion 7: Communicating and collaborating with parents and school community</b> <i>4c: Communicating with Families</i>				Choose an item.
<b>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</b> <i>4d: Participating in a Professional Community</i>  <i>4e: Growing and Developing Professionally</i> <i>4f: Showing Professionalism</i>				Choose an item.
<i>SG 8.1 Establishing Student Growth Goal(s)</i>			Choose an item.	
<b>Overall Total of Criterion Scores</b>				
<b>Overall Total of Student Growth Scores</b>				
<b>Preliminary State Criteria Scoring Band</b>				
<b>Total of Criterion Scores</b>	<b>8-14</b>	<b>15-21</b>	<b>22-28</b>	<b>29-32</b>
<b>Preliminary Rating</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>Student Growth Scoring Band</b>				
<b>Total of Student Growth Scores</b>	<b>5-12</b>	<b>13-17</b>	<b>18-20</b>	
<b>Student Growth Rating</b>	<b>Low</b>	<b>Average</b>	<b>High</b>	
<b>Summative Evaluation</b>				
It is my judgment that based upon adopted criteria and state summative scoring band this employee's performance has been:  Choose an item.				
Teacher (Evaluatee) Signature:			Principal (Evaluator) Signature:	
The certificated employee's signature indicates that the evaluatee has read and discussed the evaluation in a conference with the evaluator. The evaluatee has the right of addendum; if such a statement is to be attached, check here. <input type="checkbox"/>				
Such addendum must bear the signature of the evaluator, indicated only that they have seen it.				

# APPENDIX D.2 – Summative Evaluation-2022

## Danielson Framework

### Comprehensive Summative Evaluation: Classroom Teacher

Teacher Name:	Principal Name:	Date: <a href="#">Click here to enter a date.</a>
Teaching Assignment:	School:	Evaluation Type: Comprehensive

Summary of Performance	Score	
<b>Criterion 1: Centering Instruction on high expectations for student achievement</b> <i>2b: Fostering a Culture for Learning</i> <i>3a: Communicating About Purpose and Content</i> <i>3c: Engaging Students in Learning</i>	Choose an item.	
<b>Criterion 2: Demonstrating effective teaching practices</b> <i>3b: Using Questioning and Discussion Techniques</i> <i>4a: Engaging in Reflective Practice</i>	Choose an item.	
<b>Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs</b> <i>1b: Knowing and Valuing Students</i> <i>3e: Responding Flexibly to Student Needs</i>	Choose an item.	
<i>SG 3.1 Establish Student Growth Goal(s)</i>	Choose an item.	
<i>SG 3.2 Achievement of Student Growth Goal(s)</i>	Choose an item.	
<b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum</b> <i>1a: Applying Knowledge of Content and Pedagogy</i> <i>1c: Setting Instructional Outcomes</i> <i>1d: Using Resources Effectively</i> <i>1e: Planning Coherent Instruction</i>	Choose an item.	
<b>Criterion 5: Fostering and managing a safe, positive learning environment</b> <i>2a: Cultivating Respectful and Affirming Environments</i> <i>2c: Maintaining Purposeful Environments</i> <i>2d: Supporting Positive Student Behavior</i> <i>2e: Organizing Spaces for Learning</i>	Choose an item.	
<b>Criterion 6: Using multiple student data elements to modify instruction and improve student learning</b> <i>1f: Assessing Student Progress</i> <i>3d: Using Assessments for Learning</i> <i>4b: Documenting Student Progress</i>	Choose an item.	



<i>SG 6.1 Establish Student Growth Goal(s)</i>		Choose an item.			
<i>SG 6.2 Achievement of Student Growth Goal(s)</i>		Choose an item.			
<b>Criterion 7: Communicating and collaborating with parents and school community</b> <i>4c: Engaging Families and Community</i>			Choose an item.		
<b>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</b> <i>4d: Contributing to School Community and Culture</i>  <i>4e: Growing and Developing Professionally</i> <i>4f: Acting Ethically on Behalf of Students</i>			Choose an item.		
<i>SG 8.1 Establishing Student Growth Goal(s)</i>		Choose an item.			
<b>Overall Total of Criterion Scores</b>					
<b>Overall Total of Student Growth Scores</b>					
<b>Preliminary State Criteria Scoring Band</b>					
<b>Total of Criterion Scores</b>	<b>8-14</b>	<b>15-21</b>	<b>22-28</b>	<b>29-32</b>	
<b>Preliminary Rating</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	
<b>Student Growth Scoring Band</b>					
<b>Total of Student Growth Scores</b>	<b>5-12</b>	<b>13-17</b>	<b>18-20</b>		
<b>Student Growth Rating</b>	<b>Low</b>	<b>Average</b>	<b>High</b>		
<b>Summative Evaluation</b>					

# APPENDIX E.1 – Evaluation of Classroom Teachers - 2011 Danielson Framework

## Danielson Framework for Teaching aligned with the Washington Eight Teacher Evaluation Criteria

Criterion 1	Criterion 2	Criterion 3
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	Recognizing individual student learning needs and developing strategies to address those needs.
<i>Domain 2: The Classroom Environment</i> 2b: Establishing a Culture for Learning	<i>Domain 3: Instruction</i> 3b: Using Questioning And Discussion Techniques	<i>Domain 1: Planning and Preparation</i> 1b: Demonstrating Knowledge of Students
<i>Domain 3: Instruction</i> 3a: Communicating with Students	<i>Domain 4: Professional Responsibilities</i> 4a: Reflecting on Teaching	<i>Domain 3: Instruction</i> 3e: Demonstrating Flexibility And Responsiveness
3c: Engaging Students In Learning		<i>Student Growth</i> SG 3.1: Establish Student Growth Goal(s) SG 3.2: Achievement of Student Growth Goal(s)
Criterion 4	Criterion 5	Criterion 6
Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.	Using multiple student data elements to modify instruction and improve student learning.
<i>Domain 1: Planning and Preparation</i> 1a: Demonstrating Knowledge of Content and Pedagogy	<i>Domain 2: The Classroom Environment</i> 2a: Creating an Environment of Respect and Rapport	<i>Domain 1: Planning and Preparation</i> 1f: Designing Student Assessments
1c: Setting Instructional Outcomes	2c: Managing Classroom Procedures	<i>Domain 3: Instruction</i> 3d: Using Assessment in Instruction
1d: Demonstrating Knowledge of Resources	2d: Managing Student Behavior	<i>Domain 4: Professional Responsibilities</i> 4b: Maintaining Accurate Records
1e: Designing Coherent Instruction	2e: Organizing Physical Space	<i>Student Growth</i> SG 6.1: Establish Student Growth Goal(s) SG 6.2 Achievement of Student Growth Goal(s)
Criterion 7	Criterion 8	
Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	
<i>Domain 4: Professional Responsibilities</i> 4c: Communicating with Families	<i>Domain 4: Professional Responsibilities</i> 4d: Participating in a Professional Community 4e: Growing and Developing Professionally 4f: Showing Professionalism	<i>Student Growth</i> SG 8.1: Establish Team Student Growth Goal(s)

## TEACHER EVALUATION

### FRAMEWORK FOR TEACHING COMPONENTS OF PROFESSIONAL PRACTICE AND ALIGNMENT TO WASHINGTON STATE CRITERIA



<p><b>Domain 1: Planning and Preparation</b></p> <p>1a. Demonstrating knowledge of content &amp; pedagogy (SC4)</p> <ul style="list-style-type: none"> <li>•Knowledge of content and the structure of the discipline</li> <li>•Knowledge of prerequisite relationships</li> <li>•Knowledge of content-related pedagogy</li> </ul> <p>1b. Demonstrating knowledge of students (SC3)</p> <ul style="list-style-type: none"> <li>•Knowledge of child and adolescent development</li> <li>•Knowledge of the learning process</li> <li>•Knowledge of students' skills, knowledge and language proficiency</li> <li>•Knowledge of students' interests and cultural heritage</li> <li>•Knowledge of students' special needs</li> </ul> <p>1c. Setting instructional outcomes (SC4)</p> <ul style="list-style-type: none"> <li>•Value, sequence and alignment</li> <li>•Clarity</li> <li>•Balance</li> <li>•Suitability for diverse learners</li> </ul> <p>1d. Demonstrating knowledge of resources (SC4)</p> <ul style="list-style-type: none"> <li>•Resources for classroom use</li> <li>•Resources to extend content knowledge and pedagogy</li> <li>•Resources for students</li> </ul> <p>1e. Designing coherent instruction (SC4)</p> <ul style="list-style-type: none"> <li>•Learning activities</li> <li>•Instructional materials and resources</li> <li>•Instructional groups</li> <li>•Lesson and unit structure</li> </ul> <p>1f. Designing student assessments (SC6)</p> <ul style="list-style-type: none"> <li>•Congruence with instructional outcomes</li> <li>•Criteria and standards</li> <li>•Design of formative assessments</li> <li>•Use for planning</li> </ul>	<p><b>Domain 2: Classroom Environment</b></p> <p>2a. Creating an environment of respect and rapport (SC5)</p> <ul style="list-style-type: none"> <li>•Teacher interaction with students, including both words and actions</li> <li>•Student interactions with one another, including both words and actions</li> </ul> <p>2b. Establishing a culture for learning (SC1)</p> <ul style="list-style-type: none"> <li>•Importance of the content and of learning</li> <li>•Expectations for learning and achievement</li> <li>•Student pride in work</li> </ul> <p>2c. Managing classroom procedures (SC5)</p> <ul style="list-style-type: none"> <li>•Management of instructional groups</li> <li>•Management of transitions</li> <li>•Management of materials and supplies</li> <li>•Performance of non-instructional duties</li> <li>•Supervision of volunteers and paraprofessionals</li> </ul> <p>2d. Managing student behavior (SC5)</p> <ul style="list-style-type: none"> <li>•Expectations</li> <li>•Monitoring student behavior</li> <li>•Response to student misbehavior</li> </ul> <p>2e. Organizing physical space (SC5)</p> <ul style="list-style-type: none"> <li>•Safety and accessibility</li> <li>•Arrangement of furniture and use of physical resources</li> </ul>
<p><b>Domain 4: Professional Responsibilities</b></p> <p>4a. Reflecting on teaching (SC2)</p> <ul style="list-style-type: none"> <li>•Accuracy</li> <li>•Use in future teaching</li> </ul> <p>4b. Maintaining accurate records (SC6)</p> <ul style="list-style-type: none"> <li>•Student completion of assignments</li> <li>•Student progress in learning</li> <li>•Non-instructional records</li> </ul> <p>4c. Communicating with families (SC7)</p> <ul style="list-style-type: none"> <li>•Information about the instructional program</li> <li>•Information about individual students</li> <li>•Engagement of families in the instructional program</li> </ul> <p>4d. Participating in a professional community (SC8)</p> <ul style="list-style-type: none"> <li>•Relationships with colleagues</li> <li>•Involvement in a culture of professional inquiry</li> <li>•Service to school</li> <li>•Participation in school and district projects</li> </ul> <p>4e. Growing and developing professionally (SC8)</p> <ul style="list-style-type: none"> <li>•Enhancement of content knowledge and pedagogical skill</li> <li>•Receptivity to feedback from colleagues</li> <li>•Service to profession</li> </ul> <p>4f. Showing professionalism (SC8)</p> <ul style="list-style-type: none"> <li>•Integrity and ethical conduct</li> <li>•Service to students</li> <li>•Advocacy</li> <li>•Decision-making</li> <li>•Compliance with school and district regulations</li> </ul>	<p><b>Domain 3: Instruction</b></p> <p>3a. Communicating with students (SC1)</p> <ul style="list-style-type: none"> <li>•Expectations for learning</li> <li>•Directions for activities</li> <li>•Explanations of content</li> <li>•Use of oral and written language</li> </ul> <p>3b. Using questioning and discussion techniques (SC2)</p> <ul style="list-style-type: none"> <li>•Quality of questions/prompts</li> <li>•Discussion techniques</li> <li>•Student participation</li> </ul> <p>3c. Engaging students in learning (SC1)</p> <ul style="list-style-type: none"> <li>•Activities and assignments</li> <li>•Grouping of students</li> <li>•Instructional materials and resources</li> <li>•Structure and pacing</li> </ul> <p>3d. Using assessment in instruction (SC6)</p> <ul style="list-style-type: none"> <li>•Assessment criteria</li> <li>•Monitoring of student learning</li> <li>•Feedback to students</li> <li>•Student self-assessment and monitoring of progress</li> </ul> <p>3e. Demonstrating flexibility and responsiveness (SC3)</p> <ul style="list-style-type: none"> <li>•Lesson adjustment</li> <li>•Response to students</li> <li>•Persistence</li> </ul>

# APPENDIX E.2 – Evaluation of Classroom Teachers - 2022 Danielson Framework

## Danielson Framework for Teaching aligned with the Washington Eight Teacher Evaluation Criteria

Criterion 1	Criterion 2	Criterion 3
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	Recognizing individual student learning needs and developing strategies to address those needs.
<i>Domain 2: Learning Environments</i> 2b: Fostering a Culture for Learning	<i>Domain 3: Learning Experiences</i> 3b: Using Questioning and Discussion Techniques	<i>Domain 1: Planning and Preparation</i> 1b: Knowing and Valuing Students
<i>Domain 3: Learning Experiences</i> 3a: Communicating About Purpose and Content  3c: Engaging Students in Learning	<i>Domain 4: Principled Teaching</i> 4a: Engaging in Reflective Practice	<i>Domain 3: Learning Experiences</i> 3e: Responding Flexibly to Student Needs
		<i>Student Growth</i> SG 3.1: Establish Student Growth Goal(s) SG 3.2: Achievement of Student Growth Goal(s)
Criterion 4	Criterion 5	Criterion 6
Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.	Using multiple student data elements to modify instruction and improve student learning.
<i>Domain 1: Planning and Preparation</i> 1a: Applying Knowledge of Content and Pedagogy  1c: Setting Instructional Outcomes  1d: Using Resources Effectively  1e: Planning Coherent Instruction	<i>Domain 2: Learning Environments</i> 2a: Cultivating Respectful and Affirming Environments  2c: Maintaining Purposeful Environments  2d: Supporting Positive Student Behavior  2e: Organizing Spaces for Learning	<i>Domain 1: Planning and Preparation</i> 1f: Designing and Analyzing Assessments  Domain 3: Learning Experiences 3d: Using Assessment for Learning  Domain 4: Principled Teaching 4b: Documenting Student Progress
		<i>Student Growth</i> SG: 6.1: Establish Student Growth Goal(s) SG: 6.2: Achievement of Student Growth Goal(s)
Criterion 7	Criterion 8	
Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	
<i>Domain 4: Principled Teaching</i> 4c: Engaging Families and Communities	<i>Domain 4: Principled Teaching</i> 4d: Contributing to School Community and Culture.  4e: Growing and Developing Professionally  4f: Acting in Service of Students	<i>Student Growth</i> SG 8.1: Establish Team Student Growth Goal(s)

## DOMAIN 1

### PLANNING AND PREPARATION

- 1a Applying Knowledge of Content and Pedagogy**
  - Disciplinary Expertise
  - Pedagogical Content Knowledge
  - Knowledge of Interdisciplinary Relationships and Skills
- 1b Knowing and Valuing Students**
  - Respect for Students' Identities
  - Understanding of Students' Current Knowledge and Skills
  - Knowledge of Whole Child Development
  - Knowledge of the Learning Process and Learning Differences
- 1c Setting Instructional Outcomes**
  - Value and Relevance
  - Alignment to Grade-Level Standards
  - Clarity of Purpose
  - Integration of Multiple Aspects of Student Development
- 1d Using Resources Effectively**
  - Instructional Materials
  - Technology and Digital Resources
  - Supports for Students
- 1e Planning Coherent Instruction**
  - Tasks and Activities
  - Flexible Learning
  - Student Collaboration
  - Structure and Flow
- 1f Designing and Analyzing Assessments**
  - Congruence with Instructional Outcomes
  - Criteria and Standards
  - Planning Formative Assessments
  - Analysis and Application

## DOMAIN 2

### LEARNING ENVIRONMENTS

- 2a Cultivating Respectful and Affirming Environments**
  - Positive Relationships
  - Sense of Belonging
  - Cultural Responsiveness
  - Positive Conflict Resolution
- 2b Fostering a Culture for Learning**
  - Purpose and Motivation
  - Dispositions for Learning
  - Student Agency and Pride in Work
  - Support and Perseverance
- 2c Maintaining Purposeful Environments**
  - Productive Collaboration
  - Student Autonomy and Responsibility
  - Equitable Access to Resources and Supports
  - Non-Instructional Tasks
- 2d Supporting Positive Student Behavior**
  - Expectations for the Learning Community
  - Modeling and Teaching Habits of Character
  - Self-Monitoring and Collective Responsibility
- 2e Organizing Spaces for Learning**
  - Safety and Accessibility
  - Design for Learning and Development
  - Co-Creation and Shared Ownership

## DOMAIN 3

### LEARNING EXPERIENCES

- 3a Communicating About Purpose and Content**
  - Purpose for Learning and Criteria for Success
  - Specific Expectations
  - Explanations of Content
  - Use of Academic Language
- 3b Using Questioning and Discussion Techniques**
  - Critical Thinking and Deeper Learning
  - Reasoning and Reflection
  - Student Participation
- 3c Engaging Students in Learning**
  - Rich Learning Experiences
  - Collaboration and Teamwork
  - Use of Instructional Materials and Resources
  - Opportunities for Thinking and Reflection
- 3d Using Assessment for Learning**
  - Clear Standards for Success
  - Monitoring Student Understanding
  - Timely, Constructive Feedback
- 3e Responding Flexibly to Student Needs**
  - Evidence-Based Adjustments
  - Receptiveness and Responsiveness
  - Determination and Persistence

## DOMAIN 4

### PRINCIPLED TEACHING

- 4a Engaging in Reflective Practice**
  - Self-Assessment of Teaching
  - Analysis and Discovery
  - Application and Continuous Improvement
- 4b Documenting Student Progress**
  - Student Progress Toward Mastery
  - Shared Ownership
  - Maintaining Reliable Records
- 4c Engaging Families and Communities**
  - Respect and Cultural Competence
  - Community Values
  - Instructional Program
  - Engagement in Learning Experiences
- 4d Contributing to School Community and Culture**
  - Relational Trust and Collaborative Spirit
  - Culture of Inquiry and Innovation
  - Service to the School
- 4e Growing and Developing Professionally**
  - Curiosity and Autonomy
  - Developing Cultural Competence
  - Enhancing Knowledge and Skills
  - Seeking and Acting on Feedback
- 4f Acting in Service of Students**
  - Acting with Care, Honesty, and Integrity
  - Ethical Decision-Making
  - Advocacy

# APPENDIX F – Support Personnel Evaluation

## Non-Classroom Teachers/Certificated Support Personnel

**Name:** [evaluee's name.](#)

**School:** [Choose an item.](#)

The following evaluation is done in accordance with the collective bargaining between NTEA and NTPS. Article 19. The formal criteria are listed within the aforementioned contract. This document must be completed by the employee's supervisor in accordance with the contract.

Each characteristic is to be considered only in the context of the sub-characteristics listed in the contract and is to be considered independently.

Formal observations which in part led to this evaluation occurred on [Click here to enter a date.](#) and [Click here to enter a date.](#)

**Duration** - Length of observation (s) [Click here to enter text.](#)

<u>Criteria for certificated support personnel:</u>	<u>Meets Expectations</u>	<u>Does Not Meet Expectations</u>
<b>Criterion 1:</b> Knowledge and Scholarship in Special Field	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criterion 2:</b> Specialized Skills	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criterion 3:</b> Management of Special and Technical Environment	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criterion 4:</b> The Support Person as Professional	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criterion 5:</b> The involvement in Assisting Pupils, Parents and Educational Personnel	<input type="checkbox"/>	<input type="checkbox"/>
<b>Criterion 6:</b> Communication with Parent and Community	<input type="checkbox"/>	<input type="checkbox"/>

If an employee **significantly exceeds** expectations in a criteria area, supervisor specify here:

[Click here to enter text.](#)

Supervisor specify **factors affecting performance** beyond control of employee:

[Click here to enter text.](#)

If an employee **needs improvement** in a characteristic, but meets over-all expectations, supervisor specify here area needing improvement and recommendations to improve performance; attachments if necessary.

[Click here to enter text.](#)

If an employee **does not Meet Expectations**, supervisor is to identify specific, prescribed steps recommended to be taken to improve performance to the "Meets Expectations" level; attachments if necessary.

[Click here to enter text.](#)

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It is my judgement, based upon adopted criteria, that this employee's performance has been  satisfactory unsatisfactory during the evaluation period.

**Supervisor Name:** [Click here to enter text.](#)

**Position:** [Click here to enter text.](#)

**Supervisor Signature:** \_\_\_\_\_

**Date:** [Click here to enter a date.](#)

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

Such addendum must bear the signature of the supervisor, indicating only that they have seen it.

**Date of Evaluation Conference:** [Click here to enter a date.](#)

**Evaluatee Signature:** \_\_\_\_\_

Original: Personnel File

Copy: Employee

Copy: Supervisor

# APPENDIX G – Evaluation of Certificated Support Staff

## EVALUATION OF CERTIFICATED SUPPORT PERSONNEL MINIMUM CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

### Criterion 1

**KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD** - Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. The certificated support person demonstrates an understanding of and knowledge about common school education and the educational environment of grades K-12, and demonstrates the ability to integrate the area of specialty into the total school environment.

**Possible indicators** - The evaluation procedure assesses the support person's ability to:

- 1.1 Provide a theoretical rationale for the use of various procedures
- 1.2 Demonstrate understanding of the basic principles of human growth and development
- 1.3 Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals
- 1.4 Relate and apply knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services

### Criterion 2

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

**Possible indicators** - The evaluation procedure assesses the support person's ability to:

- 2.1 Design and conduct a program providing specific and unique services within the individual's specific discipline
- 2.2 Demonstrate the ability to synthesize and integrate testing and non-testing data concerning the student
- 2.3 Help students integrate and assimilate data
- 2.4 Help others involved with the student interpret and use data appropriately and accurately
- 2.5 Help other specialists by providing case study materials
- 2.6 Administer assessment procedures or organize and train those who do administer assessment procedures
- 2.7 Develop goals and objectives consistent with District-level goals and objectives that facilitate the implementation of programs and services

### Criterion 3

**MANAGEMENT OF SPECIAL and TECHNICAL ENVIRONMENT** - Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

**Possible indicators** - The evaluation procedure assesses the support person's ability to:

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



- student needs
- 3.2 Demonstrate the ability to use and understand the limitations and restrictions of devices, materials and procedures, etc.
  - 3.3 Use comparative and interpretive data
  - 3.4 Create an environment that provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school District policies

#### **Criterion 4**

**THE SUPPORT PERSON AS A PROFESSIONAL** - Each certificated support person demonstrates awareness of an employee's limitations and strengths and demonstrates continued professional growth.

**Possible indicators** - The evaluation procedure assesses the support person's ability to:

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

#### **Criterion 5**

**INVOLVEMENT IN ASSISTING STUDENTS, PARENTS AND EDUCATIONAL PERSONNEL** - Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance for the identification of needed specialized programs.

**Possible indicators** - The evaluation procedure assesses the support person's commitment to, and competence in, offering specialized assistance to:

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

## **Criterion 6**

**EFFECTIVE COMMUNICATION** - The certificated support person demonstrates the ability to establish effective communications that reflect openness and honesty with parents, community and staff.

**Possible indicators** - The evaluation procedure assesses the willingness of the support person to:

- 6.1** Listen to and respect the concerns of parents, members of the community and staff
- 6.2** Be available for conferences with parents and members of the community within the contracted workday
- 6.3** Inform parents of their children's progress and growth
- 6.4** Seek parental help to correct student deficiencies and/or social problems
- 6.5** Maintain confidences concerning personal and professional information

## **APPENDIX H – Environmental “Concerns” Procedure**

Step 1: Report environmental concerns and health or safety risks to the Building Administrator and request that a work order is generated. Injuries or Health risks exposures should be reported and documented on the Incident Report Form.

If an air quality monitoring and/or inspection is warranted, the employee and Association shall be notified and may attend.

Step 2: Using the Environmental Concern email address, send a detailed e-mail with dates, times and location of the environmental concerns and/or health and/or safety risks to the Director of Facilities, Director of Human Resources, the Association President, and the Association’s Environmental Air Quality Union Representative. This Step will be documented in the Environmental Handbook by the Association. If no response has been provided to the employee within five (5) workdays, move to Step 3.

Step 3: Proceed to the Grievance process.

# APPENDIX I – Acceptable Use Policy

## **NORTH THURSTON PUBLIC SCHOOLS ACCEPTABLE USE POLICY AND USER AGREEMENT**

The district electronic network is maintained for the purpose of supporting the education of students. Expectations or staff behavior using the network are no different than face-to-face interactions. Violation of the Acceptable Use Policy and User Agreement is cause for disciplinary action, up to and including termination of employment.

### **NETWORK USE**

- The district electronic "network" includes the wired and wireless network, telecommunication devices (two-way radios, smart phones, cellular phones, wired phones, long distance capabilities, etc), hardware, computers, tablets, software, and peripheral equipment, including, but not limited to handheld devices, files, storage, scanners, email, and Internet.
- Users will be held strictly responsible for all activity that takes place on their accounts. System logins, passwords and accounts are to be used only by the authorized user of the account for the authorized purpose. Users may not share passwords or leave an open file or session unattended or unsupervised.
- Users shall not seek information on, obtain copies of, or modify files, data, or passwords belonging to other users; misrepresent other users on the network; or attempt to gain unauthorized access to any part of the network.
- The district reserves the right to examine all data created on, posted or stored on, or transmitted by the network.
- Inappropriate content and activities on the network, such as cyberbullying, impersonating another, hate mail, defamation, harassment, or intimidation of any kind, are prohibited.
- Creating, posting, sending, or storing information on the network that could endanger others, such as bomb construction and drug manufacturing, is prohibited.
- Sending, accessing, uploading, downloading, viewing, storage and distribution of obscene, pornographic, or sexually explicit or suggestive material is prohibited.
- Users must not do anything that will damage the network, technology equipment or systems.
- Users must not do anything that will disrupt the network or its operation.
- Webpage content must be school-related.
- The network constitutes public facilities and may not be used to support or oppose political candidates or ballot measures.
- Use of the network for commercial solicitation is prohibited.

### **SAFETY AND SECURITY**

- Staff should not reveal personal information, such as complete names, addresses and telephone numbers, about themselves or others on any electronic medium without permission
- No staff member may disclose, use, or disseminate personally identifiable information about students, including photographs, to anyone other than staff with a legitimate educational purpose in the information. See Policy and Procedure 3600 and 3600P.
- Passwords are the first level of security for a user account. System logins and accounts are to be used only by the authorized owner of the account, for authorized District purposes. Staff is responsible for all activity on their account and must not share their account password.
- No student pictures or names may be published on any class, school, or district website unless the

appropriate permission has been obtained according to district policy. (Policy and Procedure 2192 and 2192P, Electronic Resources, Policy 8400, Data Management, and Policy and Procedure 3600 and 3600P, Student Records)

## **FILTERING AND MONITORING**

- Filtering software is used to block or filter access to visual depictions that are obscene, child pornography, or harmful to minors in accordance with the Children's Internet Protection Act (CIPA). Other objectionable material may be filtered. The determination of what constitutes "other objectionable material" is a district decision.
- Filtering software is not 100% effective. Every user must take responsibility for their use of the network and avoid objectionable sites.
- Any attempts to defeat or bypass the district's filter or conceal activity are prohibited.
- Staff members who supervise students, control electronic equipment or access to the network, or have occasion to observe student use of equipment online, to the best of their ability, shall monitor students' use of this equipment and network to prevent access to inappropriate material and to assure that student use conforms to the Acceptable Use Policy and User Agreement.
- Staff must make a reasonable effort to become familiar with the Internet and to monitor, instruct, and assist effectively.

## **PERSONAL DEVICES**

By connecting a personal electronic device to the North Thurston Public Schools network or e-mail system, you acknowledge and agree that NTPS reserves the right to enforce any security measures deemed necessary. This includes, but is not limited to:

- Monitoring your use of the district network and email transmissions.
- Remotely deleting the contents of your personal electronic device if lost when connected to district email. This may include district and personal contacts, pictures, other media, etc. Lost devices not connected to the district's email server will have their access blocked immediately.
- Enforcing the use of a password/pin to access the mobile device when connected to district email.
- Restricting the use of web applications deemed a security risk or non-educational in nature when on the district wireless network.
- Restricting access to the district's network, including email system, based upon evidence that you failed to abide by conditions outlined in this Acceptable Use Policy and User Agreement, or any misconduct in violation of district policy/procedure, and any violation of state or federal law.

In addition, documents or records of a public agency, including electronic communications using the District's network, are public records under Washington state law. Using any personal electronic device or computer for school district business may result in a requirement that you submit your personal device for examination if a public records request is received concerning information that may be stored on your personal device.

## **COMPLIANCE WITH COPYRIGHT AND OTHER LAWS, POLICIES, AND PROCEDURES**

- All use of the network must be in conformity with state and federal laws, network provider policies, and district policies and procedures.
- Users must obey all copyright laws and other laws governing intellectual property rights. Unauthorized installation, use, storage, or distribution of copyrighted software or material is

prohibited. (See Copyright Policy 2312).

- Users are expected to read and comply with all district standards (NTPS Standards Manual), Policies 2192, 8400, 3600 and Procedures 2192P and 3600P.

#### **NO EXPECTATION OF PRIVACY**

- No staff user should have any expectation of privacy when using the district's network.
- The district reserves the right for authorized personnel to review system use and file content including, without limitation, the content of any email or attachment. The district further reserves the right to disclose any electronic information to law enforcement officials or third parties as appropriate. Additionally, the district is required to notify law enforcement if illegal activity is suspected.
- Electronic records are subject to the requirements of the Public Records Act of the State of Washington.

#### **DISCIPLINARY ACTION**

Any activity that violates this Policy and User Agreement should be reported to the school administrator. Violations of the Policy and User Agreement may constitute cause for suspension or revocation of access privileges, disciplinary action up to and including termination of employment, and other appropriate legal or criminal action, including restitution, if appropriate.

## APPENDIX J - Stipends

<b>High School Activities</b>	<b>Positions per school</b>	<b>Dollar amount</b>
Assessment Coordinator	1	\$2,080
Assessment Coordinator <b>(Envision)</b>	1	\$2,080
Grad Project	1	\$3,010
Grad Project <b>(Envision)</b>	1	\$1,970
Activities Coordinator - Fall	1	\$3,630
Activities Coordinator - Winter	1	\$3,630
Activities Coordinator - Spring	1	\$3,630
Athletics Director - Fall	1	\$3,630
Athletics Director - Winter	1	\$3,630
Athletics Director - Spring	1	\$3,630
Advisor - Freshman	1	\$1,040
Advisor - Sophomore	1	\$1,040
Advisor - Junior	1	\$1,040
Advisor - Senior	1	\$1,560
Advisor - Senior <b>(Envision)</b>	1	\$820
Advisory Coordinator <b>(Envision)</b>	1	\$1,900
ASB/Activity Coordinator <b>(Envision)</b>	1	\$3,260
Yearbook	1	\$2,180
News Magazine - Blazer <b>(THS)</b>	1	\$3,630
Yearbook <b>(Envision)</b>	1	\$2,170
Web Page	1	\$1,250
Web Page <b>(Envision)</b>	1	\$1,090
Community Outreach <b>(Envision)</b>	1	\$830
Band	1	\$4,670
Band - Pep	1	\$2,600
Chorus	1	\$3,630
Orchestra	1	\$3,630
Theater Director	2	\$3,630
Theater Director Musical	1	\$4,670
Music Director Theater	1	\$3,630
Activity Pool	1	\$8,300
<b><i>CURRICULUM SUPPORT W/O STUDENTS</i></b>		
Program Leaders	11	\$3,010
PBIS Coordinator <b>(ENVISION)</b>	4	\$550
AP Lead	1	\$1,560
Events Supervisor	1	\$3,120

**Middle School Activities****Positions per school****Dollar amount**

	<b>Positions per school</b>	<b>Dollar amount</b>
Assessment Coordinator	1	\$2,080
PLC Leader <i>(CMS/KMS/NMS/SMS)</i>	12	\$1,660
PLC Leader <i>(ASPIRE)</i>	3	\$1,660
PLC Leader <i>(ASPIRE)</i>	4	\$2,012
Intramural - Activity <i>(CMS/KMS/NMS/SMS)</i>	2	\$1,660
Music-Vocal	1	\$1,660
Music-Band	1	\$1,660
Music-Orchestra	1	\$1,660
Jazz Band <i>(CMS/KMS/NMS/SMS)</i>	1	\$1,040
ASB Coordinator	1	\$1,660
Yearbook <i>(CMS/KMS/NMS/SMS)</i>	1	\$1,660
Activities Pool	1	\$8,300

**Elementary School Activities****Positions per school****Dollar amount**

	<b>Positions per school</b>	<b>Dollar amount</b>
Assessment Coordinator	1	\$2,080
SIP Leader	8	\$1,660
SIP Leader (Title/LAP SPLIT)	1 (2 @ CPE/LHE/MVE/PGE)	\$1,660
MTSS Leadership	1 (2 @ MDE/MVE)	\$470
Activity Pool	1	\$8,300
Safety Patrol	2	\$2,080
Band	1	\$520
Orchestra	1	\$520
General Music	1	\$830

**CTE Student Organizations****Positions per school\*****Dollar Amount\***

	<b>Positions per school*</b>	<b>Dollar Amount*</b>
DECA (HS)	2	\$3,630
Career Choices (HS)	1	\$3,630
FBLA (HS)	1	\$3,630
FACSE (HS)	1	\$3,630
Student Store (HS)	1	\$3,630
Skills USA - Auto (HS)	1	\$3,630
Skills USA - Welding (HS)	1	\$3,630
Skills USA - Drafting (HS)	1	\$3,630
SKILLS USA - ASL (HS)	1	\$3,630
FFA (HS)	1	\$3,630
Robotics (HS)	1	\$3,630
Sports Medicine (HS)	1	\$3,630
Robotics (MS)	1	\$2,600
FBLA (MS)	1	\$2,600
HOSA (MS)	1	\$2,600

\*Determined based upon CTE programming needs, funding, and regulation



<b>District Stipends</b>	<b>Positions available</b>	<b>Dollar amount</b>
HS Health & Fitness Leadership	3	\$1,040
HS Science Leadership	1	\$630
HS Visual & Perf Arts Leadership	3	\$1,040
MS Health & Fitness Leadership	2	\$1,040
MS Science Leadership	1	\$630
MS Visual & Perf Arts Leadership - Band	1	\$1,040
MS Visual & Perf Arts Leadership - Vocal	1	\$520
MS SYSOP – Chromebook Support	4	\$1,660
Elementary Health & Fitness	2	\$1,040
Elementary Science Leadership	2	\$320
Elementary Visual & Perf Arts Leadership	2	\$1,040
Special Ed - Dept Head	6	\$3,120
Special Ed - Dept Head VOICE	1	\$1,560

<b>CBA Bargained Stipends*</b>	<b>CBA Section</b>	<b>Dollar Amount*</b>
*Self-Contained Teachers	Art. 31, Sect. 5.B	\$1,500
*OT, PT, SLP, School Psychologist – Time Of Hire Only	Art. 31, Sect. 12.A	\$2,000
*OTs & PTs	Art. 31, Sect. 12.C	\$1,000
*Self-Contained District Lead	Art. 31, Sect. 12.D	\$2,000
*Resource Cert Teacher District Lead	Art 31, Sect. 12.E	\$2,000
*School Psychologist Intern Supervision	Art. 31, Sect. 12.M	\$1,500
*SLP Fellowship Supervision	Art. 31, Sect. 12.O	\$1,500
*OT/PT & School Intern Supervision	Art. 31, Sect. 12.O	\$1,500

**\*See the applicable section of the CBA for additional information.**

## **APPENDIX K – Seven Tests of Just Cause**

1. Was the employee adequately warned of the consequences of their conduct?
2. Was the employer's rule or order reasonably related to efficient and safe operation?
3. Did management investigate before administering the discipline?
4. Was the investigation fair and objective?
5. Did the investigation produce substantial evidence or proof of guilt?
6. Were the rules, orders and penalties applied evenhandedly and without discrimination?
7. Was the penalty related to the seriousness of the offense and the past record?

## APPENDIX L – Grievance Form

# Standard Grievance Form

This form is for documenting facts concerning possible violation, misinterpretation, misapplication, or unfair application of any provision of the NTEA-NTPS Collective Bargaining Agreement (CBA) by NTPS.

NTEA Members and Building Representatives must read and follow the process explained in Article 42 of the CBA: Grievance.

Choose One:  Step 1: Pre-Grievance Date: \_\_\_\_\_

Step 2: Formal Supervisor Level Date: \_\_\_\_\_

This form completed by \_\_\_\_\_ Date \_\_\_\_\_

Are you a Building Representative?  Yes  No

Worksite: \_\_\_\_\_

INDIVIDUAL  GROUP

### Contents of the Grievance

1. Section(s) of the CBA allegedly violated:

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2. Date the alleged violation occurred:

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3. Name(s) of the aggrieved member, a description of the way(s) the member was “injured” and how the CBA has been violated, misinterpreted or misapplied:

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\_\_\_\_\_ and any other contract provisions that may be discovered during this grievance process.

4. Results, if any, of the previous step in the grievance procedure and an explanation regarding why the results are not satisfactory to the grievant(s):

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5. Proposed remedy or remedies for resolving the conditions leading to the grievance:

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\_\_\_\_\_ and any other remedies that may be deemed appropriate by an arbitrator."

Signature(s) of the Aggrieved

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