COLLECTIVE BARGAINING AGREEMENT
between the

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1
and the

STEILACOOM EDUCATION ASSOCIATION

September 1, 2026 – August 31, 2028

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ARTICLE I - AGREEMENT CONDITIONS

1.1 Preamble

This agreement is by and between the Steilacoom Historical School District No. 1, hereinafter called the "District," and the Steilacoom Education Association, hereinafter called the "Association," pursuant to RCW 41.59.

1.2 Recognition

The District recognizes the Association as the sole and exclusive bargaining representative for all professional certified personnel who hold a valid contract with the District or who are on leave by Board action, but not currently under contract. Such representation shall exclude the superintendent, administrative assistants to the superintendent, executive directors, assistant superintendents, business manager, principals, vice principals, assistant principals, supervisors including deans of students, aides, substitutes serving for less than twenty (20) consecutive days, or thirty (30) accumulative days in the previous school year, and consultants employed to assist with specific projects on a part-time basis. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined above.

The following provisions of this Agreement shall apply to substitutes covered under this agreement:

Article I:	Section 1.7, 1.8, 1.9, 1.10
Article II:	Section 2.3, 2.4, 2.5
Article III:	Section 3.1, 3.6.1, 3.6.2, 3.6.3, 3.6.4
Article IV	Grievance (for long term substitutes only)
Article VI:	Section 6.4 and 6.8 (for long term substitutes only)
Article VII:	Section 7.5
Article VIII:	Section 8.1 (for long term substitutes only)

1.3 Compliance of Agreement

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

1.4 Status of Agreement

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

1.5 Conformity to Law

This agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any teacher or group of teachers covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other applications of the agreement shall continue in full force and effect. If any provision of this Agreement is held to be contrary to the law, the Parties shall commence negotiations on said provision within thirty (30) days.

1.6 Agreement Administration

An Association representative(s) shall meet with the Superintendent or his designee at a scheduled

monthly meeting to discuss matters covered by this Agreement. Such meetings may be postponed by either party. These meetings are not intended to bypass administrative channels, the negotiations or the grievance procedures. At the discretion of either party, additional meetings may be scheduled, at a mutually agreeable time, but not later than five (5) working days from the date the request is made. Such requests will be in writing and will contain the items of concern.

1.7 Printing-Distribution of Agreement

Within thirty (30) days following the ratification and signing of this Agreement by the Association and the District, the District shall print twenty-five (25) copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution. The cost of printing will be shared equally between the District and the Association. The Agreement shall be published on the District website within thirty (30) days of ratification. The District shall provide newly hired employees with instructions on how to access the Agreement.

1.8 No Strike-No Lock-Out

The Association agrees that during the terms of this Agreement, it will not cause or encourage its members to engage in any strike, slowdown or other work stoppage. The District agrees it will not lockout its employees. During the term of this agreement, employees, while acting in the course of their employment, shall not honor any picket line against the District when called upon to cross such picket line in the course of their employment.

1.9 Complete Agreement

This written Agreement is the entire agreement between the Parties and no oral or written statement may add to, subtract from, or modify it.

1.10 Management Rights

The Association recognizes that the Board and Superintendent reserve and retain full rights, authority and discretion for the proper discharge of their duties and responsibilities to direct, supervise and manage the District to the full extent authorized by law. The exercise of these legally authorized rights, authorities, duties and responsibilities by the Board and Superintendent and the adoption of policies under relevant or applicable statutes shall be limited only by specific and expressed terms of this Contract and any District policy.

1.11 Labor Management Meetings

The District and the Association shall meet on a regular basis for the purpose of discussing emerging issues for either party. Monthly meetings shall be scheduled by mutual agreement of the parties.

In addition, building representatives and building administrators will meet no less than monthly to ensure open communication regarding emerging building issues.

1.12 Staff Input

The District will annually conduct a survey or listening session at each work site. In person listening sessions will occur within or adjacent to the workday to encourage and facilitate staff participation. Results shall be analyzed be the District and presented to staff. The results shall be used to develop management strategies to improve organizational transparency.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

2.1 Access

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interrupt normal school operations or assigned duties. It is the responsibility of the above mentioned Association representative to report to or contact the building principal's/program administrator's office prior to contacting members' individual buildings.

2.2 Equipment and Facilities Use

2.2.1 The Association may use school district equipment, provided that such equipment shall not be removed from school property. The building/program administrator's office will be notified prior to use of school equipment. The use shall be for internal business. Materials produced on school equipment shall be limited to internal Association communications. Expendable supplies, in connection with such equipment use, will be furnished or paid for by the Association.

2.2.1 School facilities may be used for Association meetings at reasonable times during non-duty hours, provided that such meetings shall not interfere with normal school operations.

2.2.2 The Association will give prior notice for any such activity or property use. The District has the right to require a reasonable rental of the use of School District facilities and equipment. The Association shall be responsible for claims arising from accidents, theft, and loss or damage resulting from the use of facilities and equipment.

2.3 Member Communication

2.3.1 Inter-school mail facilities may be used for distribution of Association communications so long as communications contain the name of the authorizing Association official, are not for political purposes, and are not defaming to any individual or group.

2.3.2 The Association may post notices of activities and matters of Association concern on designated teacher bulletin boards, one of which shall be provided in each faculty room; provided, that such notices are labeled as Association materials and contain the name of the authorizing Association official.

2.4 Availability of Information

The District agrees to furnish to the Association, in response to reasonable requests, all information which is of public record within ten (10) working days. The Association agrees to pay for the materials.

2.5 Association Leave

2.5.1 In order to provide proper representation of members of the bargaining unit and/or to confer with the District or its representative(s), leave shall be granted to the Association. Up to 75 days of absence each year will be allotted for professional meetings and business of the National, State, Regional and Local

Education Association. The allotted days may be used by any officer, the bargaining committee, and other members designated by the Association president. Whenever possible, the Association will give three (3) days advance notice to the District.

2.5.2 In any bargaining year, the Association will be allowed a reasonable amount of absences for the purpose of preparing to bargain, attending bargaining training and participating in bargaining sessions with the District. Association leave not related directly to bargaining will be subject to the limits outlined above.

2.5.3 Upon written application, the District will grant a leave for length of term for any employee who can show evidence that he or she has been duly elected or appointed to any office in the Association or its affiliate organizations which requires release time, up to fulltime release.

While on leave, the employee will be entitled to the same wages and benefits as if he/she were working in the District. The Association will reimburse the dollar amount equal to the salary and benefits paid to the employee while on leave.

Upon return from Association leave, the employee will be returned to the same position he/she held prior to the leave, provided such position is still available and the leave did not exceed three (3) school years, subject to any applicable District policies or collective bargaining agreement provisions, including those pertaining to reductions in programs, services and personnel. If the position is no longer available or the leave exceeds three (3) school years, the employee will be placed in similar position.
Leave under this provision may be extended upon official notification from the employee and the organization or association involved.

2.5.4 The Association will reimburse the District at the substitute teacher pay rate if a substitute is required. Billing for the leave shall be made to the Association by the District in accordance with current practices, as well as the following:

2.5.4.1 District scheduled meetings such as labor management and grievance processing shall not be billed.

2.5.4.2 Political activities such as lobbying shall be billed to provide full reimbursement to the District for salaries and employer costs paid.

2.6 Payroll Reduction

The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.

Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year.

Employees who commence employment after September or terminate employment before June shall

have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made. The Association will refund any amounts paid to it in error.

The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

ARTICLE III – EMPLOYEE RIGHTS AND RESPONSIBILITIES

3.1 Non-Discrimination and Equity

The parties to this Agreement shall not discriminate against any employee with regard to domicile, race, creed, religion, color, age, sex, gender expression or identity, sexual orientation, national origin/language, or ancestry, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability, familial or marital status, honorably discharged veteran or military status, and HIV/Hepatitis C status, except in accordance with this Agreement, or as otherwise provided by law.

The District and Association commit to enhancing and improving our collective efforts to provide equitable and inclusive working and learning environments for all students, families, staff and communities. The parties share an intent to promote successful practices, policies and procedures in support of these commitments and goals.

3.2 Individual Teacher Contract

3.2.1 The District shall provide each teacher a contract in conformity with Washington State Law, State Board of Education regulations, and this Agreement.

3.2.2 Individual contracts for employees of the District, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments as per the negotiated agreement.

3.3 Classroom Visitation

3.3.1 All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the teacher. The District will attempt to afford an opportunity for the teacher to confer with the classroom visitor before and/or after the visitation. All unannounced visitors shall be reported to the principal's office. The intent of this provision is to encourage rather than discourage parent participation.

3.3.2 No electronic listening or electronic viewing of employees shall occur without prior notification.

3.4 Controversial Topics

3.4.1 The District and the Association believe that controversial issues are a part of the District's instructional

program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. All instructional activities shall comply with the District Instructional Materials Policy. Clearly questionable matters concerning the appropriateness of the issue to the curriculum and the maturity of the students shall be referred to the principal for consultation and action.

3.4.2 In the presentation of all controversial issues, the employee shall make every effort to present a balance of biases, divergent points of view, and afford an opportunity for exploration by the student into all sides of the issue. The teacher's responsibility shall be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility, a teacher shall be well informed in the areas being studied. The teacher shall present the issues in a manner in which the objectives of the study are clear.

3.4.3 In discussing controversial issues, the employee shall encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee shall respect positions other than his/her own. Students shall be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

3.5 Student Discipline

3.5.1 In compliance with state law and regulations, The School Board will adopt a strong, simple, concise policies on the following:

a. Guns, weapons, and drugs
b. Suspension and expulsion
c. Accepting out-of-district students

3.5.2 The District will provide training in each individual building for employees regarding the content and intent of policies, in addition to general violence, safety issues, and responsibility, consistent with RCW 28A.415.410, RCW 28A.600.200 and WAC 392-400-110. Consistent with the district initiatives, training will also include training on implicit bias and explicit equity practices, especially as it relates to student discipline.

3.5.3 In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Discipline shall be enforced fairly and consistently. Implementation of student discipline should promote a safe and productive learning environment and be implemented in a just, equitable and nondiscriminatory manner. The Board and the Superintendent shall support and uphold employees in their efforts to maintain discipline in the district and shall give expeditious responses to all employee requests regarding discipline problems, provided the employee has followed established District policy. Copies of District policies and procedures shall be available to employees through the District website. Copies of student handbooks shall be available on the District website.

3.5.4 In emergency situations regarding the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations. Copies of State and Federal rules and regulations can be accessed through the Superintendent's office.

3.5.5 Employees shall maintain good order and discipline in their classrooms and common areas of the building. Any neglect of this requirement shall constitute sufficient cause for disciplinary action. Each employee shall be entitled to appropriate assistance, support, and enforcement from building or program administrators in connection with discipline problems relating to students. The building or program administrator and staff will be responsible for the monitoring and follow-through of disciplinary actions.

3.5.5.1 The District will take reasonable efforts to ensure that there is appropriate flow of information regarding necessary information to support the social, emotional and learning needs of each student. Employees assigned to work directly with a student with a safety support plan will be provided appropriate information regarding such plan. Employees shall have access to students' disciplinary records when educationally appropriate

3.5.5.2 In accordance with WAC 392-400-330 and RCW 28A.600.020, a teacher may, in appropriate circumstances, exclude a student from the teacher's classroom for behavioral violations that disrupt the educational process while the student is under the teacher's immediate supervision. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred. Such exclusion must be consistent with all legal requirements.

The "conferring" between the principal or designee and staff member should include an opportunity, if requested by the staff member, for a genuine dialogue at an educationally-appropriate time about the student's unexpected behavior and the steps already taken, and those necessary to be taken, to successfully restore positive educational relationships within the classroom. Restoring relationships may, in appropriate circumstances, require the inclusion of the student and/or other facilitators in the dialogue. Restorative practices will also include, where appropriate, responsive measures aimed at reinforcing district and building expectations for student behavior consistent with the district continuum of discipline responses. In all cases, the parties have a joint goal to minimize the loss of instructional activity and content due to the classroom exclusion.

3.5.5.3 The District shall ensure that appropriate behavioral supports and Social Emotional Learning (SEL) instruction are provided for students who exhibit behaviors that interfere with their learning or the learning of other students. Instructional support for SEL and restorative practices may be provided to the student in a supportive learning space that will not impact the classroom setting.

3.5.6 The principal shall be responsible for ensuring each school has documented plans for responding to unanticipated and reasonably-anticipated situations in which a student needs to be deescalated and other students are removed from the classroom or instructional area in order to protect them and facilitate de-escalation of the student. Such plans shall be responsive to the possibly evolving needs and patterns of particular students; accommodating to the physical and emotional needs of staff members involved in such incidents; and thoughtful about the potential need to communicate with staff and the families of students witnessing such incidents. All staff members shall respect the legal confidentiality of student records and information related to the behavior.

3.5.7 Each employee shall be promptly advised on any complaint made to the principal, program, or other

School District administrators regarding the employee's discipline of students. The employee shall be given the opportunity to present his or her version of the incident.

3.5.8 In the case of misconduct when the employee deems it necessary, he or she may recommend to the principal a student's suspension or expulsion from school.

3.5.9 Possession or use of dangerous weapons or facsimile, explosives, firecrackers, or other items capable of inflicting bodily harm is prohibited. Students in possession of, or using, any weapons or dangerous devices specified as a deadly weapon RCW 9A.04.110 or local ordinances may be placed on emergency expulsion, according to State law and regulations. The parties recognize that schools are gun free zones and agree that firearm possession will result in emergency expulsion (RCW 9.41.280).

3.5.10 Employees may use reasonable physical force as necessary to maintain order or prevent a student from harming themselves, other students, school personnel or property (WAC 392-400- 825). A staff member may and should request available assistance if circumstances necessitate the bodily removal of a disruptive student in order to safeguard the health and safety of others.

3.5.11 The District will promptly initiate an investigation of reports and rumors regarding weapons, explosives, and firecrackers and take prompt and reasonable action to protect all students and employees and their property.

3.5.12 No student who has been suspended as a result of a physical or explicit threat to a staff person, and is found to have committed the offense shall be reinstated to the classroom of the threatened or attacked staff person.

3.6 Employee Responsibilities

3.6.1 The employee shall care for instructional materials and equipment and shall promptly report damage, loss, theft of equipment, furniture or fixtures to his/her supervisor.

3.6.2 It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the school district, the State Superintendent of Public Instruction, and the State Board of Education, maintaining and rendering the appropriate records and reports.

3.6.3 Teachers shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their students, taking into consideration individual differences among students, provided, that all students shall receive instruction in such prescribed courses of study as are required by law and regulations.

3.6.4 Teachers shall be responsible for the evaluation of each student's educational growth and development and for making periodic reports to parents or guardians and to the designated school administrator.

3.7 Personnel Files

3.7.1 Employees shall have the right to review the contents of their personnel file and will be provided, upon request, copies of the material in their personnel file. Employees shall review the file during regular administration office hours in the presence of a District representative. Anyone, at the employee's request, may be present at the review of the personnel file. Such file shall be the only official file whose contents may be used as evidence in the grievance process or any formal written disciplinary action.

3.7.2 An employee shall have the right to provide written comment on any material placed in the personnel file and then to have such written comments attached to the material in question.

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

a. The employee will be notified in writing, within ten (10) working days, after such information has been placed in the file.
b. The employee will be provided a copy of the derogatory information.
c. The employee will be given an opportunity to challenge the accuracy or appropriateness of such information.
d. The employee will be provided an opportunity to enter a written statement of clarification or explanation of such information.

3.7.4 Any derogatory material will be expunged after three (3) years, upon written request of the employee, except that evaluations shall not be removed from the file. In accordance with WAC 181-88 and RCW 28A.400.301, no information related to substantiated verbal or physical abuse or sexual misconduct shall be removed from any employee personnel file.

3.8 Instructional Materials

The District shall determine the need and provide to each employee instructional materials including technology and consumables appropriate for the number of students for each course the employee teaches. No employee shall be charged with the duty of providing their own curriculum. Each employee shall be responsible for getting prior approval for such purchases from the building principal or program director and will follow District approved purchasing procedures.

3.8.1 Facilities and Usage

Students will have access to the school library. The library will be staffed to check out books to students, reshelve books, and order books each year.

3.9 Employee Protection

3.9.1 The District shall provide employees insurance protection while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include, as a minimum, liability insurance covering injury to person and property and insurance protecting employees from loss or damage of their personal property incurred while so engaged.

3.9.2 Any case of assault upon an employee shall be promptly reported to their immediate supervisor and in the case of an emergency, the District will contact first responders for support. The employee and administrator will immediately report the incident to the Puget Sound Workers Compensation Trust.

Incidental expenses for broken or damaged personal property (glasses, torn clothing, etc.) shall be covered by the District on a reimbursement basis up to a maximum of $500 per incident.

3.9.3 The District shall provide a safe and healthy work environment for all employees.

3.9.4 The District and Association recognize that poor indoor environmental quality can be a hazard to the health and safety of students, teachers, and other school employees. All worksites shall be built and

maintained in a way that meets environmental, health and safety standards as required by the Washington State Departments of Health, Labor and Industries, Pierce County Department of Health, and in accordance with applicable state and local building codes. The District will follow best practices recommended in The School Indoor Air Quality Best Management Practices K-12 Manual whenever feasible.

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. This section does 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.

3.9.5 The District will comply with federal and state requirements regarding lactation breaks and the provision appropriate space for employee nursing needs.

3.10 Due Process

3.10.1 No employee shall be disciplined (including verbal and written reprimands, suspensions, reductions in rank or professional advantage, discharge, non-renewals, terminations or other actions that would adversely affect the teacher) without just cause.

3.10.2 The specific grounds forming the basis for disciplinary action to be added to an employees' personnel file will be sent to the certificated employee in writing within ten (10) working days.

3.10.3 An employee shall be entitled to have a representative of the Association present during any disciplinary action. The District will notify employees of their right to Association representation.

3.10.4 When a request for such Association representation is made, no action shall be taken with respect to the employee until such representative of the Association is present or until two (2) working days have passed after such a request. In cases where the health, safety, and well- being of students, other employees, or district patrons necessitate immediate disciplinary action, the District will notify the Association as soon as reasonably possible that action has been taken.

3.11 Assignments, Transfers, and Vacancies

3.11.1 Responsibility

The assignment and transfer of teachers in accordance with adopted District policies and in accordance with the terms and conditions of this Agreement shall be the responsibility of the Superintendent's office.

3.11.2 Intent

The intent of this section is to facilitate requests for changes in teaching positions within the District.

3.11.3 Definition of Terms

a. Assignment - An assignment shall mean the placement of an employee to a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty (i.e., special education or librarian) and the building in which the employee is stationed.
b. Vacant Position - A position requiring the addition of a staff member from outside that building.
c. Transfer - A change from an employee's current building to a different building.

1. Voluntary Transfer - initiated by the employee for a change between buildings.
2. Involuntary Transfer - Administratively initiated change between buildings.

d. Seniority - Years of completed service in the District.
e. Qualifications - Valid Washington State Certification for the subjects/grade levels to be taught and the appropriateness of training and experience related to the assignment, except temporary assignments made for good cause, and in accordance with WAC 181-82-110.
f. Interview Team - shall include, at a minimum: grade level/department member(s), and a building administrator/program director. An Association member of the Diversity Committee will be invited to participate on each interview team.
g. Long Term Substitute – substitute teacher who holds a position longer than twenty (20) consecutive work days in the same assignment. After the 20th day, the Long Term Substitute shall be placed on the SEA salary schedule, retroactive to the first day of the position.
h. Leave Replacement – a substitute for an employee who is on an approved, contractual leave of more than thirty (30) consecutive work days. A leave replacement employee shall receive full salary, retroactive to the first day of the position, and benefits beginning the thirtieth (30th) work day.
i. Emergency Certification – a teacher/substitute with an emergency certificate who fills a position when no other qualified individual is available. The District will use the hiring process to find a qualified replacement. An emergency certificate is only good for one (1) year. Washington certified substitutes do not need an endorsement.

3.11.4 Assignments

a. To assure that students are taught by employees working within their areas of competence, employees shall be assigned in accordance with the regulations of the Professional Educator Standards Board, to subjects, grades, and/or other classes under their teaching certificates and/or their major fields of study or qualification in special areas, except temporarily and for good cause, and in accordance with WAC 181-82-110.
b. Any changes in assignment shall consider all staff input, student enrollment, and program needs. Building administration shall meet with staff during the spring to receive input regarding the master schedule. The preliminary master schedule shall be made available to staff by June 1st of each school year. If changing enrollment or programs will necessitate reassignment within a building the principal will ask for volunteers prior to reassigning staff and staff will be considered for reassignment.
c. After making assignments for the subsequent school year, the building administrator shall make staff aware of any remaining building openings by sending an email to all certificated staff. If two or more employees from within a building request a reassignment to a remaining open position within that same building, the criteria listed in 3.11.5.b shall apply.
d. Written notification of school assignment, grade level and /or subject, shall be submitted to all employees by the last day of school. In the event it becomes necessary to reassign employees following said notification, the District shall inform the affected employee.

3.11.5 Voluntary Transfer

a. After all changes in assignment have taken place, remaining vacancies are determined and posted by the District, with in-district employee applicants making up a pool to be considered first. In-district and out-of-district applications for a posted vacancy may be received by the district at the same time. Out-of-district applications will not be considered or reviewed until the in-district transfer process has been completed. If no in-district applicants for the open position have been selected, out-of-district applicants for that position can be considered.
b. In-district voluntary transfers shall be determined by the building principal, in conjunction with the program manager, based on staff input, student enrollment, and program needs, and the criteria for

transfer shall be as follows:

1. Qualifications
2. Seniority
3. Successful completion of the interview process
4. The program needs for the open position

c. In-district employees who are not selected for their requested transfer shall receive, in writing, reasonable and demonstrable reasons for the denial within the five (5) days of the interview.
d. The District and Association agree to promote the Affirmative Action Plan.

3.11.6 Vacant Positions

a. Vacant Positions, which exist after buildings have provided written notification of the school assignment year to all employees, will be filled by the voluntary transfer process first.
b. Vacant Positions - Notice of vacancies and new positions within the bargaining unit shall be posted electronically for not less than five (5) working days during the school year, and 5 weekdays during summer break. The District shall email all Association members notice of the vacancy. Association members will be responsible for checking the district website for openings. Such postings must include the qualifications required for the position as determined by the District. In-district and out-of-district applications for a vacant position may be received by the district at the same time.
c. Employees who wish to apply for a transfer to a posted vacancy shall respond to the district office prior to the posted deadline.
d. Current employees who desire a transfer to a vacant position shall be eligible for selection on the basis of the District's job description.
e. Any vacancy created by an employee on a Board approved leave shall be filled by an employee with a leave replacement contract. Other vacancies shall be filled by a substitute while the District undertakes the regular and normal hiring process to fill the vacancy.

3.11.7 Involuntary Transfer

a. The District shall seek a pool of volunteers for voluntary transfers and provide a list of vacant positions before making an involuntary transfer. If there are no volunteers, the process shall move to the involuntary transfer process.
b. Notice of an involuntary transfer shall be given to the affected employee as soon as such decision to transfer is determined. The employee with the least seniority in the District will be selected, as long as academic program requirements can be met.
c. An involuntary transfer shall be made after the affected employee has been personally contacted by the building principal(s), or the superintendent, stating the specific reason(s) for the employee being selected for such a transfer. The transferred employee is entitled to discuss his/her professional interests at that time.
d. When requested, an employee chosen to be transferred during the school year shall be released from teaching for three (3) days, at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.
e. The affected employee who is required to transfer during the school year may request the assistance of the maintenance department to help move the transferee's instructional materials.
f. A notation of involuntary transfer shall be placed on the employee's evaluation form.

3.11.8 Moving

Employees who are involuntarily transferred to another building or who are required to move classrooms will be paid the equivalent of a day at the substitute rate for packing their instructional materials, if done during non- instructional hours. The District shall provide boxes for packing and will have materials

delivered to the new classroom.

ARTICLE IV - GRIEVANCE PROCEDURE

4.1 Definition

4.1.1 A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this Agreement. A grievant shall mean an individual, a group of individuals, and/or the Association.

4.1.2 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration. Every effort must be made to resolve the grievance at the lowest level possible.

4.2 Procedure for Processing Grievances

4.2.1 Step One – Informal Process
The employee may first discuss the grievance with his/her immediate supervisor. If the employee wishes, he/she may be accompanied by an Association representative at such discussion.

4.2.2 Step Two – Immediate Supervisor
If the grievance is not settled informally, a written statement of grievance shall be presented to the immediate supervisor within thirty (30) working days after the occurrence of the grievance.

4.2.2.1 The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, and provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

4.2.2.2 The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form (Attachment #2) and forward copies to the grievant(s), Association representative, and the Superintendent.

4.2.2.3 The immediate supervisor shall answer the grievance in writing within seven (7) working days of receiving the grievance and shall concurrently send a copy of the grievance, with his or her decision to the grievant(s), Association representative, and the Superintendent. The immediate supervisor's answer shall include the reasons upon which the decision was based.

4.2.3 Step Three – Superintendent
If no satisfactory settlement is reached at Step Two, the grievance may be appealed to Step Three, Superintendent, or designated representative, within seven (7) working days of the receipt of the decision rendered in Step Two.

4.2.3.1 The Superintendent or designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative, and such meeting shall be scheduled within seven (7) working days of the receipt of the Step Three appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

4.2.3.2 The Superintendent or designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative, and immediate supervisor within seven (7) working days from the conclusion of the meeting.

4.2.4 Step Four – Grievance Mediation

The District and the Association must mutually agree to submit a grievance to mediation. The Association must notify the District in writing within ten (10) working days of the conclusion of Step Three of the Association's interest to refer the grievance to mediation. The District shall respond to the Association no later than five (5) working days after receipt of the Association's written request.

4.2.4.1 Within ten (10) working days following the agreement of the District and the Association to mediate the grievance, the Association shall so notify Mediation Research and Education Project, Inc. (MERP), the Dispute Resolution Center of Pierce County, The American Arbitration Association (AAA), or any other outside neutral agency. The selected agency shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.

4.2.4.2 There shall be one (1) person from each party designated as their spokesperson at the mediation conference.

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

4.2.4.4 The presentation of facts and considerations shall not be limited to those presented at Step Three of the grievance procedure. Proceedings before the mediator shall be informal. There shall be no formal rules of evidence. No transcript or recording of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

4.2.4.5 Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance solely for the purpose of statistical analysis.

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

4.2.5 Step Five – Arbitration

If no satisfactory settlement is reached at Step Three or Four, the Association, within fifteen (15) working days of the receipt of the Step Three or Four decision, may appeal the final decision of the District to the American Arbitration Association for arbitration under the voluntary rules, or to the Federal Mediation and Conciliation Service. The arbitrator shall be selected from a list provided by either of the agencies listed above. The parties shall separately rank and strike the names of arbitrators on the list, and return their list to the appropriate agency for final selection. Hearings shall be conducted in accordance with the rules of the agency that has been selected. Any grievance arising out of, or relating to the interpretation or application of the terms and/or provisions of this Agreement, may be submitted to arbitration unless specifically and expressly excluded within this Article.

4.2.5.1 The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue submitted to him/her. The decision of the Arbitrator shall be final and binding upon the District, the Association, and the grievant(s).

4.2.5.2 Costs: The fees and expenses of the Arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

4.2.6 Jurisdiction of Arbitrator

The Arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement or award damages. (Make whole remedies, including interest, shall not be considered damages.) The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The Arbitrator shall have no power or authority to rule on any of

the following:

a. Failure to re-employ any provisional employee.
b. The termination of services or failure to re-employ an employee to a position on a supplemental contract.
c. Any matter involving employee evaluation, provided the re-evaluation procedure shall be subject to the Arbitrator's review.

4.3 Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

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

4.3.2 Any grievance not initiated and/or advanced by the grievant from one step to the next within the time limits of that step shall be deemed moot and/or resolved by the District answer at the previous step.

4.4 Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Association grievances or class action grievances may be lodged at Step Three of this procedure. In any case, the grievance must be filed within thirty (30) working days after the occurrence of the grievance. Any grievance that has been filed prior to the termination date of this contract will be processed to conclusion even if the contract has expired.

4.5 Reprisals

No reprisal of any kind will be taken by any party against any party because of participation in any grievance.

ARTICLE V - EVALUATION AND PROBATION

5.1 General Provisions

The purposes of evaluation are to promote professional growth and to promote effective teaching practices. Observations shall be conducted openly and with the knowledge of the employee. Consistent with the following evaluation procedures, employees shall be placed in one of five tracks: Summative, Formative, Comprehensive, Focused, or Probation.

5.1.1 Each employee shall be evaluated in accordance with the state designated criteria appropriate to the employee's position and track in the evaluation cycle. The criteria are set forth in this Agreement. Observations required or permitted hereunder shall be documented on the observation and evaluation report appropriate to the employee's position. Evaluation report forms for Certificated Support Personnel are found in Attachments 3 and 4 of this Agreement.

5.1.2 Teachers and support personnel assigned to special education shall be evaluated cooperatively by the supervisor of special education or designee and the building principal or designated administrator.

5.1.3 An employee may request a different evaluator to be assigned. The request will be made to the site supervisor and to the Director of Human Resources. If denied, the employee may make the request to the

superintendent. All requests shall be made and responded to prior to September 15th of each year. Teachers and support personnel assigned to more than one building shall be evaluated cooperatively by the principal or designated administrator of each building where they are assigned.

5.1.4 If, during the school year, an employee is transferred to another position not under the supervisors' jurisdiction, a summary evaluation, if observations are complete, shall be made at the time of such transfer.

5.2 Definitions

5.2.1 Provisional Employee - An employee having no more than three years of experience in the education profession, or an experienced employee in his/her first year of employment in the District.

5.2.2 Evaluator - a principal or his/her designee. No employee within the bargaining unit shall evaluate any other employee.

5.3 Summative Evaluation

Summative observations and documentation assure minimum criteria for effective teaching are met.

5.3.1 All continuing employees shall be evaluated annually. They shall be observed twice annually. Such observations are to be completed on or before January 15 and June 1 of the year in which the evaluation takes place.

5.3.2 Total observation time for each employee for each school year shall be not less than sixty (60) minutes, including a minimum of one observation of at least thirty (30) minutes.

5.3.3 Prior to the first observation in a given year, a pre-observation conference shall be held between the employee and the observing administrator in which the employee will be provided with a copy of the evaluation criteria to be used and a review of objectives, methods, and materials which relate directly to the evaluation criteria.

5.3.4 Following each observation, or series of observations, the employee shall be provided with a copy of the observation summary within three (3) working days.

5.3.5 Within ten (10) working days following the observation, or series of observations, the administrator shall hold a post observation conference with the employee. A copy of the completed draft post-observation report shall be provided to the employee prior to the post- observation conference. A final copy of the post observation report shall be provided to employee three days after the post-observation conference.

5.3.6 If the administrator finds that the employee has not met the levels of expectation, he or she shall set forth the specific areas of performance deficiencies. An identification of the specific ways in which the employee is to improve and the types of assistance that may be given by the administrator and other staff members shall also be specified.

5.3.7 The employee found to have deficiencies shall have at least ninety (90) days to improve prior to a final decision regarding future employment.

5.3.8 The final evaluation will be completed and a copy made available to the employee on or before June 1.

5.3.9 Within fifteen (15) working days following the conference or receipt of the final evaluation, the employee may submit signed comments concerning his or her observation or evaluation report which shall be attached to the report in his or her personnel file.

5.4 Formative Evaluation

Employees selecting the formative track must have successfully completed the summative track for three years and have the approval of the building administrator. Employees may remain in the formative track for a maximum of two (2) years before returning to evaluation under the summative track.

5.4.1 Fall Collaborative Meeting

During September and October of any year, employees on the formative track will meet with the evaluator and develop annual goals. This collaboration in determining areas of investigation, resources needed, colleagues to be involved, methods for collecting data, and the methods for evaluating growth toward the goals will contribute to the professional growth of the individual(s) and improve instruction. The supervisor shall act as an advisor in developing data collection methods and ways to evaluate. He/she shall discuss resources needed and allocate such resources.

Depending on the complexity of the goal, employees will choose three to four goals from the following categories:

1. Employee goals: these are directly related to the teaching act and have the longest lasting effects.
2. Program goals: these relate to curriculum development and committee involvement to improve program.
3. Professional goals: these relate to growth in professional areas.

5.4.2 Mid-year Collaborative Meeting

During January or February, a second meeting will occur in order to discuss the progress on goal attainment and to refine and update any need for resources.

5.4.3 Final Collaborative Meeting

Prior to June 1, a final meeting will be held to analyze data and to evaluate the success of the goals. At this meeting, a report on early goal investigation shall be compiled collaboratively. At this meeting, the supervisor will confirm that the employee has met State statute requirements by completing the Short Form and forwarding it for placement in the personnel file.

5.4.4 Outcomes

Although some goal setting in the formative cycle may be based on information gathered in the summative cycle, information may not pass from the formative to the summative in order to ensure that employees take risks and try new things. It is conceivable that all stated goals may also be a learning experience. Some goal attainment may take more than one year.

5.4.5 Itinerant Involvement

Itinerant personnel may be involved in the formative cycle and set goals to encourage professional growth. During the formative cycle itinerant staff will consult with their primary supervisor. Itinerant personnel will informally make their goals known to any other supervisor with whom they have contact. The purpose of this contact will be to facilitate any resource or assistance a supervisor may wish to provide.

5.4.6 An employee in the formative cycle who transfers shall take his/her goals to the new building if the goals

are appropriate to the new position. New goals shall be written if, as a result of transfer, the goals are no longer appropriate.

5.5 TPEP Provisions

5.5.1 The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 "(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

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

5.5.2 The purposes of evaluation are: to promote professional growth; and to promote effective teaching practices. Observations shall be conducted openly and with the knowledge of the employee. Consistent with the following evaluation procedures, employees shall be placed in one of two tracks: Comprehensive or Focused.

5.5.3 Each employee shall be evaluated in accordance with the state designated criteria appropriate to the employee's position and track in the evaluation cycle. The criteria are set forth in this Agreement. Observations required or permitted hereunder shall be documented on the observation and evaluation report appropriate to the employee's position.

5.5.4 Classroom teachers assigned to special education shall be evaluated cooperatively by the supervisor, the building principal or designated administrator.

5.5.5 Classroom teachers assigned to more than one building shall be evaluated by the principal or designated administrator of the building where they are assigned for the majority of their position.

5.5.6 If during the school year an employee is transferred to another position not under the evaluator's jurisdiction, a summative evaluation, if observations are complete, shall be made at the time of such transfer.

5.6 Definitions

5.6.1 Provisional Employee - An employee having no more than three years of experience in the education profession, or an experienced employee in his/her first year of employment in the District, or an employee who has been judged Level 1 (Unsatisfactory) in his/her third year will remain in provisional status.

5.6.2 New employees must be observed at least once during their first 90 calendar days of employment for a total observation time of at least 30minutes.

5.6.3 An employee in their third year of provisional status must be observed at least three times for a total of not less than 90minutes.

5.6.4 Evaluator – An administrator. No employee within the bargaining unit shall evaluate any other employee.

5.6.5 Comprehensive Evaluation – All Washington state eight (8) criteria must contribute to the overall summative evaluation and must be completed at least once every six (6) years. The evaluation must include an assessment of the criteria using the instructional framework rubrics and student growth.

5.6.6 Focused Evaluation – One of the Washington state eight (8) criteria must be assessed in every year that a comprehensive evaluation is not required. The selected criteria must use the approved instructional framework. If criterion 3, 6 or 8 is selected, those student growth rubrics will be used. If criterion 1, 2, 4, 5 or 7 is selected, student growth rubrics from criteria 3 or 6 will be used.

5.6.7 Student Growth Data – Shows change in student achievement over two points in time during the same school year, using multiple measures.

5.6.8 Student Growth Goal: A description of the change in student achievement between two points in time within the current school year, as determined by the teacher. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

5.6.9 Gathering of Evidence: Evaluators and evaluatees should assume competence and positive intent. If both the teacher and the evaluator agree on the score for a criterion, no evidence other than observation notes is required for that criterion. When there is a disagreement on a scoring criterion, it is the responsibility of the teacher and the evaluator to provide evidence.

5.6.10 Not Satisfactory - Level 1 (Unsatisfactory) for all teachers; or Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five years of teaching experience and if the Level 2 has been received two years in a row or two years within a consecutive three year period.

5.7 Evaluation

5.7.1 Observations and documentation assure minimum criteria for effective teaching are met.

5.7.2 All employees shall be evaluated annually. They shall be observed at least twice annually. Such

observations are to be completed on or before January 15 and May 15 of the year in which the evaluation takes place.

5.7.3 Total observation time for each employee for each school year shall be not less than sixty (60) minutes, including a minimum of one observation of at least thirty (30) minutes.

5.7.4 Prior to the first observation in a given year, a planning conference will be held between the employee and the evaluator. During this conference the employee and evaluator will discuss the employee's self-assessment. The employee and evaluator will review the Washington state 8 criteria for a comprehensive evaluation or discuss the selected criteria if the employee is on the focused evaluation.

5.7.5 Following each observation, or series of observations, the employee shall be provided with a copy of the component aligned observation notes within three (3) working days.

5.7.6 Within ten (10) working days following the observation, or series of observations, the evaluator shall hold a reflective conference with the employee. At the employee's request, this conference will be held in the classroom in order to facilitate accessibility to evidence and artifacts. A draft of the completed observation report shall be provided to the employee prior to the reflective conference. A final copy of the observation report shall be provided to employee three days after the reflective conference.

5.7.7 **Criterion Scoring Rubrics** - The Summative score, including the student growth impact rating, must be determined by an analysis of evidence and artifacts. This analysis will be based on a holistic assessment of the teacher's performance over the course of the year. A preponderance of the evidence will be used to develop the overall criterion scores. No scores will be given to individual components. Employees will be encouraged to use the Evidence Menu as a guide. Criterion scores will be added to reach a Summative score. The OSPI approved Summative scoring band is shown below.

OSPI Approved Summative Scoring Band			
8-14	15-21	22-28	29-32
1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished

5.7.8 **Student Growth Impact Rating** - Embedded in the State Criteria are five (5) student growth requirements. These requirements are SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Employees will be placed into summative rating categories based on the OSPI approved student growth impact scoring bands shown below. An employee who receives a 4, Distinguished, preliminary summative score and a Low student growth impact rating score will receive an overall 3, Proficient rating.

OSPI Approved Student Growth Impact Rating Scoring Band		
5-12	13-17	18-20
Low	Average	High

5.7.9 If an employee receives a Low student growth score, the employee and evaluator will mutually select and engage in one of the student growth inquiries required by law.

5.7.10 The Summative evaluation will be completed and a copy made available to the employee on or before June 1.

5.7.11 Within fifteen (15) working days following the conference or receipt of the Summative evaluation, the employee may submit signed comments concerning his or her observation or evaluation report which shall be attached to the report in his or her personnel file. Employee comments become permanently attached to the Summative evaluation. Artifacts, evidence and observation reports are not placed in the employee's personnel file.

5.7.12 If the employee's overall Summative evaluation is not satisfactory, the evaluator shall set forth the specific areas of performance deficiencies. An identification of the specific ways in which the employee is to improve and the types of assistance that may be provided by the evaluator shall be specified.

5.8 Comprehensive Evaluation

5.8.1 All provisional employees and any employee with a Summative evaluation of Level 1 (unsatisfactory) will be evaluated using the comprehensive evaluation. Any employee with more than five years of experience with a Summative score of Level 2 (basic) shall be evaluated the following year on the comprehensive evaluation. Other employees will be transitioned on and off the comprehensive system on a six (6) year rotation. All classroom teachers must be evaluated at least once every six (6) years using the comprehensive evaluation.

5.8.2 The Comprehensive evaluation will include all eight (8) state criteria, including student growth.

5.8.3 Comprehensive Process:

a. Teacher Self-Assessment
b. First Observation Cycle
    - Planning conference
    - Formal Classroom observation
    - Reflective Conference
c. Formative Collaboration Conference
    - Strengths of practices (proficient or distinguished components at this time)
    - Areas for growth or evidence expansion (components that are below proficient at this time, or needed additional evidence with specific guidance for improvement)
    - Student growth (data collected to date)
d. Subsequent Observation Cycle
    - Collaboration conference (optional)
    - Formal Classroom observation(s)
    - Reflective Conference
e. Summative Evaluation - On or before June 1
    - Teacher Self-Assessment and Reflection Preparation
    - Collaborative Assessment Conference(s), during which the employee and evaluator will review evidence and artifacts related to the evaluation
    - Final Summative Sign-Off

5.9 Focused Evaluation

5.9.1 The Focused evaluation will include student growth rubrics of the selected criterion. Selected criterion must be approved by the teacher's evaluator. If criterion 3, 6, or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, the evaluation will include student growth criterion 3 or 6. All classroom teachers must be evaluated at least once every ~~four (4)~~ six (6) years using the comprehensive evaluation.

5.9.2 Focused Process:

a. Teacher Self-Assessment
b. Criterion selection meeting
   - Observation Cycles
   - Planning/Reflection Conferences (optional)
   - Classroom observations
c. Formative Collaboration Conference
   - Strengths of practices (proficient or distinguished components at this time)
   - Areas for growth or evidence expansion (components that are below proficient at this time, or needed additional evidence with specific guidance for improvement)
   - Student growth (data collected to date)
d. Summative Evaluation - On or before June 1
   - Teacher Self-Assessment and Reflection Preparation
   - Collaborative Assessment Conference(s), during which the employee and evaluator will review evidence and artifacts related to the evaluation
   - Final Summative Sign-Off

5.10 Probation

5.10.1 Employees who are evaluated "not satisfactory" shall be placed on probation. For teachers on the comprehensive evaluation track "not satisfactory" will mean Level 1 (Unsatisfactory) for all teachers or Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five years of teaching experience and the Level 2 has been received two years in a row or two years within a consecutive three year period.

5.10.2 Probation is a program of remediation assistance, required by State law, for teachers who have not met minimum teaching criteria.

5.10.3 Evaluator's Report: If at any time after October 15 an evaluator determines, on the basis of the evaluation criteria, that the performance of an employee is not judged satisfactory, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

a. The evaluation report prepared pursuant to the provisions for evaluation provided elsewhere in this Agreement.
b. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

5.10.4 Probationary Period: If the Superintendent concurs with the evaluator's judgment that the performance of the employee is not judged satisfactory, the Superintendent shall place the employee in a probationary status. The Superintendent shall notify the employee in writing of their probationary status. This notice

shall contain:

a. Specific areas of instructional deficiency
b. A statement of the minimum sixty (60) school day duration of the probationary period
c. A statement indicating that the purpose of the probationary period is to provide the employee with an opportunity to demonstrate improvement in his/her areas of deficiency and to offer the employee assistance and resources as may be utilized in the improvement of performance.
d. A set of expectations delineating specific criteria that would constitute acceptable performance in the areas defined.

5.10.5 Within five (5) school days from the receipt of the probationary letter, the employee may request, and will be given, a hearing with the Superintendent. The hearing will be held within five (5) school days of receipt of the request from the employee.

5.10.6 **Evaluation during the Probationary Period**: During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The evaluation form (attached) shall be used for documentation of evaluation reports during the probationary period.

5.10.6.1 For the TPEP process, the employee will be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of "satisfactory". "Satisfactory" will mean Level 2 (Basic), or higher, for employees with less than five years of experience or Level 3 (Proficient), or higher, if the classroom teacher is on a continuing contract with more than five years of teaching experience.

5.10.6.2 For the formative and summative track, the probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in the specific improvement program.

5.10.7 **Evaluator's Post-Probation Report:** The evaluator shall submit a written report to the superintendent and the employee at the end of the probationary period. The report shall recommend one of the following to the superintendent:

5.10.7.1 That the employee has demonstrated necessary improvement in the stated areas of deficiency to justify the removal of the probationary status.

5.10.7.2 That the employee has not demonstrated necessary improvement in the stated areas of deficiency, and action should be taken to non-renew the employment contract of the employee.

5.10.8 **Action by the Superintendent**: Following a review of the Post-Probation Report, the Superintendent shall determine whether the employee is non-renewed.

ARTICLE VI - WORKING CONDITIONS

6.1 **Work Year**

The employee work year shall be one hundred eighty (180) days plus the number of professional learning days funded by the state. As a result, per Diem pay shall be computed by dividing the employee's base salary by the number of days in the employee work year.

An employee's base contract includes the instructional duties that occur within the student day as well as other duties that are part of the basic program of education which may include:

- preparation for school opening
- work connected with the conclusion of the school year
- conferencing/communicating with students or parents
- supporting school/student activities, providing individual help to students
- self- directed professional development
- improving and maintaining professional skills
- preparation and revision of materials
- planning with other employees in areas of instruction and curriculum
- educational use of technology

6.2 Professional Learning Stipend

The District will provide to employees a supplemental contract to be provided for the duties related to professional learning referred to as the "professional learning stipend (PLS)." For the 2026-2027 school year, the PLS shall equal 10.975% of the base salary on each cell of the salary schedule.

The PLS is provided as an incentive for the fulfillment of responsibilities related to the District's program of professional learning under RCW 28A.415.430. In consideration of this stipend, each employee shall commit to the full and meaningful participation in the District's comprehensive, sustained job- embedded and collaborative approach to improving employee's effectiveness in raising student achievement. This includes a commitment to work collaboratively with others as a member of one or more professional learning communities (PLCs) on an ongoing basis to accomplish this goal.

This is in addition to the two (2) district directed Professional Development days. Attendance is voluntary and employees in attendance will be paid in the following pay period. Leaves may not be used on these district directed Professional Development days not part of the employee's base contract.

6.2.1 Special Education Teachers, OT/PTs, SLPs, Nurses, Developmental Preschool Teachers, School Psychologists and Teacher on Special Assignment with Special Education shall receive the equivalent of six (6) additional paid days, pro rata to the identified assignment herein. These days shall be issued to employees on a supplemental contract.

6.2.2 High School counselors shall receive the equivalent of ten (10) additional paid days, pro rata to the identified assignment herein, and middle school counselors shall receive the equivalent of five (5) additional paid days, pro rata to the identified assignment herein. These days will be worked either before or after the student school year. Counselors will be issued a supplemental contract for these days and will coordinate with their building principal regarding the scheduling of these days.

In addition, all counselors and social workers who are responsible for scheduling and coordinating 504 plans shall receive the equivalent of two (2) additional paid days, pro rata to the identified assignment herein.

6.2.3 All special education and ESA personnel who are asked to work over the summer for the purpose of conducting Birth to Three transition evaluations and IEPs including report writing and who are required members of a student's team should be paid at the per diem rate.

6.3 Work Day

6.3.1 The normal workday shall not exceed seven (7) hours and thirty (30) minutes, including the thirty (30) minutes before and the thirty (30) minutes after the student day and to include a duty-free thirty (30) minute lunch period.

6.3.2 Employees working on Anderson Island, when required to attend an assigned activity beyond the normal work day, shall receive $30 per activity as approved by the building principal.

6.3.3 The thirty (30) minutes before and after school shall be used for student and parent conferences, email communication, team meetings, collaboration or other tasks that are not possible during student contact time. Exceptions are allowed for clubs or before or after school activities as scheduled by the employee.

6.3.4 Employees are not required to perform monitoring duties outside of his/her classroom except in the case of student disputes or other emergencies.

6.4 Class Coverage

The District will make every effort to place substitutes at the elementary level first. If the District is unable to provide a substitute for any employee absence, the District may assign an employee to cover a class. Prior to assigning an employee to cover a class, the administrator will first seek to cover the class with an employee who requests to be assigned class coverage. If no employee volunteers, the administrator may direct an employee to cover, but will do so on a rotational basis within the building.

The classroom teacher directed by the building administrator to cover the class for the absent employee shall be paid for lost planning time at per diem. Non-classroom teachers directed by a building administrator to cover the class of absent employee will be assigned no more than one period per day and will be paid at per diem. Coverage of less than ten (10) minutes in duration shall not be compensated; however, coverage beyond ten (10) minutes in duration shall be compensated retroactive to the start of the coverage, at a minimum of thirty (30) minutes, with additional time paid in increments of fifteen (15) minutes. Employees who cover for a class for more than 20 hours in a school year shall be paid at 1.5 times per diem beginning with the twenty-first hour.

Dividing classes shall be used as an emergency coverage model only when necessary and shall require pre-approval from the Executive Director of Human Resources. If classes are divided to provide coverage the impacted staff shall be paid a prorated portion of the class coverage cost required for such coverage period.

6.5 Staff Development

6.5.1 Purpose

The purpose of the employee-centered district staff development program is to foster continued professional growth. The Association and District believe in providing opportunities to enhance teaching and learning through professional development program(s). The District and Association agree that professional development should be comprehensive, sustained and collaborative.

The District will provide clock hours for time spent working on District-sponsored activities and will notify the Association of this prior to the occurrence of the activities or professional development days.

In recognition of variations in staff experience and training needs, every effort will be made to provide a menu of training choices. To facilitate choices that are relevant at each site or job role, employees are encouraged to propose relevant trainings for administrative approval. The intent of this section is to facilitate specialist employee groups receiving approval to attend training specific to their job role that might not be offered by the District in lieu of on-site training or activities that might not relate to the role of the employee.

The professional development program shall be reviewed and modified yearly for effectiveness, relevance, and its relationship to this section.

6.5.2 Acceptance of University Credit

The District agrees to accept all university credits that comply with O.S.P.I. rules and regulations toward advancement on the salary schedule.

6.5.3 Acceptance of Clock Hours/In-service Credits

The District shall accept all clock hours or in-service credits that meet State Board of Education approval standards for clock hour and in-service credit. The credits shall count toward advancement on the salary schedule. Ten (10) clock hours of in-service shall be equal to one quarter university credit and shall be recognized for salary schedule placement.

6.5.4 Support for General Education/Special Education

General education teachers providing specially designed instruction required by a student's IEP will receive opportunities for professional development. Similarly, all staff will be provided opportunities for professional development in inclusionary practices and de-escalation strategies to assist in the support of student needs. These professional development opportunities will, whenever possible, be offered during the work day and year. Examples include ACE time and professional development days or release time for groups to receive specific training.

All staff who are working with medically fragile students or students requiring substantial SEL support shall receive appropriate training.

Every effort will be made to ensure an even distribution of high impact students in the general education setting. General education teachers who have a concern regarding the workload associated with supporting students with a variety of needs may be eligible for additional support and shall confer with the building principal for potential remedies which may include release time to collaborate with colleagues, redistribution of students and/or resources or other mutually agreed upon solutions.

6.5.4.1 : In order to distribute workload responsibilities for IEP and evaluation meetings, the District annually will provide, near the beginning of the school year, a list of IEP due dates to the grade level teams for students being served by that grade level. When a particular general education teacher within a grade level or subject is required to attend a heavier-than-usual number of meetings, the teacher may request a meeting with the principal to explore options for assistance, including but not limited to the following:

- Redistributing meeting responsibilities equitably to other teachers who have fewer IEP and evaluation meetings;
- Additional paid hours;
- Release time; or
- Any other mutually-agreed remedy.

Such meeting may be requested at any time during the school year. Accommodations for such teachers must be mutually agreed-upon by the teacher and the principal prior to implementation. When teachers are excused from participation in such meetings, the teachers will organize their input and review the outcome of the meetings in order to maximize program quality and fidelity of implementation.

6.5.5 Special Education Support

Each year special education staff will be provided one day of paid time prior to the start of the school year to review special education legal updates, review budgets and caseload, changes in staffing and responsibilities or other necessary information. At this training day, the District will provide the special education staffing for the school year and provide continual updates in labor management regarding modifications to special education staffing, if any.

The District shall provide necessary training and on-boarding for new employees, including specific information concerning special education processes and procedures. This shall occur during paid time.

6.6 Class Size

The District recognizes the value of low class size and will attempt to keep the class numbers as low as possible. Any employee who has class size concerns, but whose numbers are below the class size/load number listed below may meet with the principal at any time to seek resolution.

6.6.1 Overload Levels

	Maximum
Transitional Kindergarten	20 students per class with one paraeducator
Grade K	22 students per class
Grade 1	23 students per class
Grades 2	24 students per class
Grades 3	26 students per class
Grade 4-5	27 students per class
Grades 6-12	32 students in any single per class, day-long average 150, except as listed below. The day long average shall not include advisory or WIN time.

Any split grade level classes will have two less students than the maximum listed above. A K-1 split will have a maximum of 20 students and a 1-2 split will have a maximum of 22 students.

Physical Education will have no more than one hundred seventy (170) students total for the day and no more than 35 students in a single class. Performing music classes will be exempt from these overload levels. If the size of performing music classes becomes a concern the building administration will work with the instructor to establish additional sections or other remedies as determined at the building level.

6.6.2 Procedure for Filing an Overload Claim

No overload claims shall be filed during the first two weeks of the semester in order to allow time for the review and balancing of class size(s). Any employee who has class size(s) that exceed the numbers listed shall initiate the following procedure:

Step 1: The teacher shall complete the class size form (Attachment 5) and give it to the building principal.

The building principal and employee will meet within five (5) working days to discuss the class size issue. **Step 2**: The building principal will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of the conference. This action may involve one or more of the following solutions and will be implemented in a timely manner as defined below.

6.6.3 Overload Options

a. Hire additional certificated staff
b. Create additional sections
c. Provide para-professional time for the classes that are overloaded
d. Provide a substitute to assist teacher or give release time as long as the need exists
e. Any other creative solution agreeable to the affected teacher and principal
f. Provide additional pay at one hour per diem per week per student, starting on the first day the overload began.

Should a-e not be implemented by the thirtieth work day after the form is submitted, option f will be implemented.

6.6.4 Special Ed Caseload:

The District will take into consideration state and national guidelines when assigning caseloads for Psychologists, Counselors, Social Workers, and Nurses. School counselors and other ESA staff implementing the comprehensive school counseling program will spend no less than 80% of their contracted time on direct and indirect supports to students and no more than 20% of their contracted time on program planning and school support activities.

The district will monitor the ratio of staff to students in special education programs, including those staff assigned students who may need additional support to meet education goals identified in the student's IEP or who may require physical assistance. Based on student need, the District may assign additional staffing which may be certificated or classified.

Appropriate student support will be provided for students who require special services in the general education setting. When a student is included in a general education elementary classroom for a portion of the day, that student will be added to the class list and will count toward overload levels on a pro-rata basis. Additional paraeducator support as overload relief shall not include student specific paraeducators that may be part of the student IEP.

The District will set the following caseload goals:

1. Occupational Therapists	35:1
2. Physical Therapists	35:1
3. Resource Room	30:1 at least two paraeducator per building to support program need
4. Developmental Pre-School Program	12: 1 per session or 24 per day, and one paraeducator
5. Self-Contained Programs	12:1 and at least one paraeducator based on program need
6. Speech Language Pathologists	47:1

This section does not refer to 1:1 paraeducators.

Paraeducators assigned to support resource room services are not assigned exclusively to a single resource room classroom or teacher and may provide support across multiple educational settings throughout the school day based on student and program needs, including supervision of students receiving resource room services.

If any of the above, or any other specialist, face challenges in meeting IEP or evaluation responsibilities because of workload, they shall first explore options for assistance from professional colleagues within the district, which may include building teams when appropriate. These challenges could include additional students on the teacher's caseload, unique needs of particular students, travel between multiple buildings, special assignments, or the due dates of IEP or evaluation documents.

If the caseload issue cannot be solved within the group of colleagues, a conference shall be held with building administrator/district administrator within five (5) working days to discuss the issue(s). The parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of the conference.

In cases of overload, this action may involve one or more of the following solutions and will be implemented in a timely manner as mutually agreed, after consideration of the nature of the student needs and overall employee assignment:

Options include, but are not limited to the following:

a. Reallocation of responsibilities for particular students
b. Hire additional certificated staff
c. Additional para educator or COTA/SLPA time
d. Additional release time for planning, IEPs, or evaluations
e. Provide additional paid time at one hour per diem per week per student, starting on the f first day the overload began.

Should a-d not be implemented by the thirtieth work day, option e will be implemented. If the selected option requires adding staff, option e will be implemented if the position is not filled within thirty (30) days.

6.6.4.1 WA-AIM, the Washington Access to Instruction and Measurement may be required by the IEP. Employees shall be provided two days of release for the purpose of development of the WA-AIM assessment. If the employee determines that additional days may be necessary to fulfill this work, the employee will consult with the Student Services Department to discuss available options.

6.6.5 Should the District face a significant financial loss (such as double levy failure) or other catastrophe, this class size provision shall be renegotiated.

6.6.6 The overload remedies in Section 6.6.3 shall be in place only so long as the teacher is in overload status.

6.7 After School Activities

6.7.1 Principals and staff of the building are to meet and determine the list of activities. Assignments are on a voluntary basis by seniority and/or assigned if sufficient numbers do not volunteer; provided, however, that such assignment shall not exceed one (1) activity of no more than three (3) hours in any school year.

Any succeeding assignment shall be paid at per diem in half hour increments.

6.7.2 Voluntary, optional activities shall not be compensated:

6.7.3 Employees required to work beyond the contract day for assigned committees shall be compensated at their per diem rate.

6.8 Planning Time

6.8.1 Planning time shall be provided during the student day as follows:

6.8.2 Secondary teachers shall have one (1) class period per day for planning and conferencing or a portion thereof if less than 1.0FTE. In order to facilitate equitable planning times, secondary periods will be reasonably equal in length and building administrators will attempt to rotate planning periods at reasonable intervals.

6.8.3 Elementary teachers, including special education teachers, shall be provided a minimum of two hundred (280) minutes per week within the student day for planning. Such time may include periods when a specialist has taken over the class, recess time, or any other release time within the student day. No planning time shall be less than fifteen (15) minutes in length. Transitional time to deliver/pick up students from specialists, lunch and recess will be part of the master schedule and will be separate from planning time minutes.

6.8.4 Employees working at Anderson Island shall not count time on the ferry as planning time.

6.9 Calendar

The following formula shall be used to determine the school calendar for each of the years of this agreement:

6.9.1 The Tuesday before Labor Day shall be a District directed Professional Development Day. The Wednesday before Labor Day shall be a District directed morning and a teacher directed afternoon. The Monday before Labor Day, the second Friday in October, and the second Friday in March shall be District directed Professional Development days and will be part of the employee's base contract, if funded by the state. If the days are not funded by the state, the days will become District directed Professional Development days.

6.9.2 The first student day shall be the Thursday before Labor Day.

6.9.3 Labor Day, Veteran's Day, Martin Luther King Day, Presidents Day, and Memorial Day shall be non-student, non-contracted days. If Veteran's Day falls on a Saturday, it shall be observed the Friday before. If Veteran's Day falls on a Sunday, it shall be observed on the Monday after. Beginning in the 2025-26 school year, the Friday before Presidents Day will be a non-student, non-contracted day.

6.9.4 The Wednesday before Thanksgiving shall be a half day for students and staff. Thanksgiving Day and the Friday following shall be non-student, non-contracted days.

6.9.5 The last student day before Winter Break shall be the 3rd Friday in December, unless the 1st of December falls on a Friday, in which case the last student day shall be the 4th Friday of December. Winter break shall

be three (3) weekends and two (2) full weeks.

6.9.6 Spring Break shall be the first full week of April.

6.9.7 The Friday occurring in the week containing the ninetieth (90th) student day shall be a teacher directed half day for the purpose of completing semester grades.

6.9.8 Monday of the third full week of October shall be a teacher half day. Tuesday through Thursday of that week shall be half days for conferences. The Friday of the conference week shall be a half day for students and staff in recognition of staff conducting evening conferences.

6.9.9 The Wednesday and Thursday before spring break shall be student half days for conferences. The Friday before spring break shall be a half day for students and staff in recognition of staff conducting evening conferences.

6.9.10 The fourth Friday in March shall be a scheduled snow day. The Friday before Memorial Day shall be a scheduled snow day. In the event that more than two (2) days are needed to make-up for inclement weather the District and Association shall meet to determine the placement of subsequent days.

6.9.11 The 180th student day shall be the last day of school and a half day for employees. Employees are responsible for complying with all grading deadlines and end of year checkout procedures.

6.9.12 The calendar for the next school year shall be added as Attachments #12a and12b.

6.10 Academic Collaboration Enhancement (ACE) Days

6.10.1 Every Wednesday students will be released one hour early, except for those Wednesdays that are already designated as half days. This time within the normal employee work day shall be known as ACE time. Building or District meeting ACE days shall not exceed one hour.

6.10.2 The first ACE day of any month shall be teacher directed ACE time for classroom/curriculum planning. Required building or District meetings will not be scheduled on these teacher directed days.

In addition, the Wednesdays prior to a half-day conference week and the Wednesday prior to the semester preparation day will also be teacher directed.
Finally, elementary ACE days in June shall be teacher directed to allow sufficient time for end of the year grading and reporting.

6.10.3 The second ACE day in any given month shall be administratively directed and designed to meet building or program needs, including staff meetings.

6.10.4 Subsequent ACE days in any given month shall be building directed for the purpose of collaborative team planning and implementation. Teams may include grade level, department, vertical, special education (including paraeducators) or other student support team structures. PLC or departmental groupings may use this time to meet with peers from other buildings with administrative pre-approval. The District may offer optional professional development opportunities during this time.

6.11 Parent Conferences

6.11.1 Regularly scheduled building-wide or grade-wide parent conferences will be held on half day early student release days per the District calendar.

6.11.1.1 Teachers shall be assured four (4) one-half days in the fall and two (2) one-half days in the spring for conferencing.

6.11.1.2 Each one-half day shall be counted as one (1) full day.

6.12 WaKIDS

The District will work together with staff assigned to implement the WaKIDS assessment. The District will pay for the employee to attend the training required for the assessment. The two (2) Success Conference days and the first student day (3 days total) shall be set aside for WaKIDS testing for Kindergarten classrooms. Additionally, each kindergarten teacher will receive one (1) additional day of pay or for the input of the assessment data prior to October 31st. Additional paid day will be paid in the November pay warrant.

6.13 Grading

The grading window at quarter and semester break shall be no less than (2) weeks, not inclusive of any break period, such as Spring Break.

ARTICLE VII - ECONOMIC PROVISIONS

7.1 Salary

7.1.1 The Salary Schedule for the 2026-2027 and the 2027-2028 school years are shown as Attachments #6 and 7. For the 2026-2027 school year, the base salaries on Attachment 7 shall be increased by state funded inflationary adjustment plus one-half percent .5%

7.1.2 Salary Schedule Provisions

Employee Placement: An employee will move across the salary schedule as his/her education permits in accordance with the following:

7.1.2.1 Increments for experience, Master's and Doctorate degrees will be in accordance with the index shown on the salary schedule.
Credit hours earned toward advanced degrees in education, standard certification, or area of specialization will be allowed and shall be in accordance with appropriate OSPI rules and regulations regarding approval and accumulation of credits (to include, but be not limited to, in-service clock hours) toward placement on the Salary Schedule.

7.1.2.2 Credit for education experience and verification of previous employment shall be given automatically when evidence of such credit is filed with the District Human Resources Department by October 31. Such evidence should be in the form of an official college or OSPI approved agency transcript, letter, or report for credit in-service or clock hours.

7.1.2.3 Credit for SLP, OT/PT, Nurses and School Psychologists placement on the salary schedule shall be based on WAC 392-121-264 and OSPI guidance with the exception that the employee may receive experience credit for up to 16 years on the salary schedule.

7.1.2.4 The District and Association recognize that the JROTC program requires special considerations and agree that the District shall establish salaries for this position pursuant to its normal regulation notwithstanding any other provisions of this Agreement.

7.2 Employee Benefits

All of the provisions of this Section shall be interpreted consistent with the rules and regulations of SEBB and are intended to be a summary of the legal requirements and agreements of the parties

Employer Contribution:
The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements as defined by SEBB. For purposes of benefits provided under SEBB, school year shall mean September through August, and shall be referred to as the eligibility year. If the eligibility year is specifically redefined by the HCA, the parties agree to comply with that definition.

The District will provide benefits to employees through SEBB, to include but not be limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-Term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, long-term disability, etc.) Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increase Life, AD&D), Long-term Disability, etc.).

Eligibility:
All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, there are not enough days remaining in the year to achieve 630 hours and the employee is anticipated to work at least six hundred thirty hours the next school year, that employee will be provided with benefits coverage.

All compensated hours in any position within the district shall count for purposes of establishing eligibility.

Benefit Enrollment and Continuity of Coverage:
In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours

in a school year.

Leaves:
Paid leave hours shall count toward eligibility for benefits under this section. Unpaid leave will be assessed on a case by case basis.

Benefit Termination:
Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.
In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the District.

7.3 Extracurricular Salary Schedule (Attachment #8)

7.3.1 The purpose of extra-curricular stipends is to compensate certificated employees for work with students outside the regular work day. The District and Association agree to review, during Labor/Management meetings, the stipends provided at each building to ensure fairness and equity.

7.3.2 A complete list of all allocated stipends will be given to staff each year by September 1st. Staff will be notified of vacant club positions or stipend availability throughout the school year. Any certificated staff member who is interested in any position should notify the principal of said interest. The principal will make decisions surrounding the filling of stipend positions. Stipends, if allocated, and if offered, must be filled by certificated staff.

7.3.3 Department chair positions are subject to a yearly application and selection process. The principal will make the final decision based upon the specific job criteria, incorporating staff input.

7.3.4 The teaching contract status of a certificated employee shall not be affected by the performance of the extracurricular employment.

7.3.5 Performance in extracurricular assignments will be evaluated at the end of the activity or the school year by the building principal.

7.3.6 The District and Association recognize the additional requirements of CTE classes and programs. CTE instructors shall receive stipends through their program budget that are appropriate to the work and approved by the CTE Director. CTE stipends shall be reviewed at Labor Management each year.

7.4 Travel and Reimbursement

Reimbursement for approved use of a private vehicle is to be at the rate paid by the State of Washington to State employees. Reimbursement is restricted to employees who are required by their assignment to visit more than one school district facility.

7.5 Substitute Pay

Substitutes shall be paid at the rate of two hundred dollars ($200) per day. Substitutes employed by the District for twenty (20) or more consecutive work days shall be placed on the teacher's salary schedule at the appropriate step as if they were a full time employee. The Superintendent or designee and the president(s) of the Association shall meet to agree on any increase in substitute pay that may be necessary for hiring and/or maintaining of a substitute for an unusual staffing situation.

Retired certificated teachers who worked for the District at the time of retirement shall be paid two hundred and ten dollars ($210) per full day.

7.6 Payroll Deductions

7.6.1 All salaries are subject to mandatory state and federal payroll deductions. Additionally, the following deductions shall be made if authorized by the individual:

a. Additional withholding tax
b. Approved medical plans
c. Salary insurance
d. Employee Initiated and Board approved tax-sheltered annuities

7.7 National Teacher Certification

The district shall reimburse the employees for required fees, tuition, and books, not to exceed three thousand dollars ($3000) when they successfully completes the National Board Certification. Employees shall notify the District of their enrollment in a National Board Cohort and intention to collect reimbursement no less than one year prior to the anticipated date of completion.

7.7.1 The District will provide an additional stipend of $2000 for school psychologists who receive national certification and $2000 for those OT, PT, and SLP who earn and maintain state licensure. The district will continue the practice of reimbursing OT, PT, and SLP for fees associated with renewal of state licensure.

ARTICLE VIII – LEAVES

8.1 Sick Leave

8.1.1 The sick leave provision shall apply in the case of absences necessitated by personal illness, temporary disability or injury of the employee or immediate family member, which includes spouse or state registered domestic partner, biological, adopted, or foster child, stepchild, or other dependent relatives, if living in the household or because of quarantine in the immediate family. Disabilities immediately related to childbearing shall be considered temporary disabilities.

8.1.1.1 Each employee shall be furnished an accounting of their sick leave at the beginning of the year. The sick leave provisions are as follows:

a. Every person under contract for a full school year one hundred eighty (180) days in a position requiring certification shall be entitled to twelve (12) days annual sick leave. Such sick leave not taken during the year shall be accumulated from year to year. A certificated employee under contract as a part-time employee for a period less than the full school year shall be entitled to that proportion of twelve (12) days leave as the total number of full days prorated to one hundred eighty (180) days.
b. Pay for any period of absence shall be the same as the pay the employee would have received by contract for regular services.
c. Employees claiming sick leave benefits for more than three (3) consecutive days may be required to submit a written statement from a regularly licensed physician in accordance with the FMLA.

8.1.1.2 Whenever an employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.

8.1.1.3 Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee may choose between using sick leave benefits or Puget Sound Educational Service District Workers' Compensation Trust. In the event the employee chooses to use the benefits of the Trust, the time absent will not be charged against annual or accumulated sick leave. Employees may use accumulated sick leave to offset the difference between their regular compensation and the benefit provided by the Puget Sound Educational Service District Workers' Compensation Trust.

8.1.2 Annual Sick Leave Cash-Out Program

Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employees' option, they can cash-out their unused sick leave days 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.

8.1.3 Sick Leave Cash-Out at Retirement or Death

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) days current monetary compensation of the employee for each four (4) full days accrued sick leave.

8.2 Personal Leave

Employees shall be granted up to three (3) days personal leave annually, and may accumulate up to five (5) days. Employees are encouraged, when foreseeable, to schedule personal leave in a manner that avoids critical usage periods, including days immediately preceding or following school breaks. Employees may opt to cashout up to three (3) unused personal leave days per year at the daily substitute rate of pay. Cashout may only be in full day increments and the employee must work their contractual obligation. The request to cashout must be received by the payroll office by June 30. Such payment shall be included in the employee's July paycheck.

8.3 Bereavement Leave

Absence owing to death in the immediate family shall be granted with full pay for up to five (5) days to be used within 30 days. Requests to use one or more of the five days outside of the 30 day timeline may be submitted to HR for approval. Immediate family shall be defined as the following family relationships to either the employee or their spouse/domestic partner: father and mother, parent surrogate, spouse/domestic partner, children, siblings, grandparents, grandchildren, aunts and uncles, nephews and nieces, and any relative or significant other residing in the employee's household. One (1) day of bereavement leave will be allowed for a close friend. At the discretion of the superintendent, two (2) additional days of bereavement leave may be granted for close friends for the purposes of extended travel and/or extenuating circumstances.

8.4 Leave of Absence

Discretionary leave of absence (for example: furthering educational objective, child care or child rearing, sabbatical, foreign teaching, exchange teacher, or other such leaves) will be evaluated on its own merit

and not detrimental to the District's instructional program. Requests for leaves will be subject to the Superintendent's recommendation and Board approval. Upon completion of the leave, the returning employee shall return to the same position whenever possible or employment at nearly equal to their former position, as determined by the administration. Employees on leave of absence shall notify the District of their intent to return no later than March 1.

8.5 Parenting Leave (Attachment #9)

8.5.1 The request for Parenting Leave is to be made on Parenting Leave Form appended to this agreement and submitted to the Superintendent or designee. Such request, when possible, will be made at least thirty (30) calendar days in advance of the proposed starting date of the leave and will clearly state the intended purpose and duration of the leave.

8.5.1.1 Maternity Leave: At the time the leave is requested, the duration of the leave shall be established, subject to mutually agreed upon modification for unforeseen circumstances and subject to the rules of law.

8.5.1.2 Parenting Leave: The employee shall be allowed use of sick leave to attend to the birth of their child. The employee, if qualified, shall be allowed leave as regulated under the Family and Medical Leave Act. The leave may be extended by the superintendent or his/her designee.

8.5.1.3 Any employee who used up accumulated sick leave under this subsection may apply for leave of absence without pay provided elsewhere in this Agreement.

8.5.2 Adoption Leave

An employee shall be granted his or her request for leave of up to six (6) weeks for adoption for parent/child bonding. The leave may, at the employee's option, be taken from:

a. Leave for illness or emergencies provided under RCW 28A.58.100,or
b. Unpaid leave of absence provided in this Agreement, or
c. Leave provided under the qualifications of the Family and Medical Leave Act, as well as all other rules of law.

8.6 Leave Sharing

8.6.1 Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or serious health condition, which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment.

8.6.2 An employee who has an accrued sick leave balance or more than twenty two (22) days is allowed to transfer sick leave to another employee.

8.6.3 An employee cannot donate sick leave days that would result in his/her sick leave account going below twenty two (22) days.

8.6.4 While an employee is on leave, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued personal leave or sick leave.

8.7 Jury Duty Leave

In the event an employee is summoned to serve as a juror, or is subpoenaed to appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a normal day's pay for each day or required presence in court. Upon receipt of a jury summons or subpoena, the employee shall immediately notify the immediate supervisor and the superintendent/designee. The employee shall be required to furnish a signed statement from a responsible office of the court as proof of jury service or as a witness. If an employee is a party to a case, the employee may use personal leave or request leave without pay.

8.8 Military Leave

A member of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from his/her teaching assignment for a period no less than the amount guaranteed by state or federal law. The employee shall receive his/her normal District pay, and there shall be no loss of efficiency rating, privileges, or illness, injury, and emergency leave to which s/he might otherwise be entitled (RCW 38.40. See also Uniformed Services Employment and Reemployment Rights Act).

8.9 Family and Medical Leave Act

Employees may qualify for up to twelve (12) weeks of job-protected leave for certain family and medical reasons. Employees will be required to substitute accrued paid leave as part of family medical leave. To be eligible for consideration, an employee must have worked within the district for at least one (1) year and for 1,250 hours over the previous twelve (12) months. Leave, as called for by FMLA, may be taken for any of the following reasons:

a. For a serious health condition that renders the employee unable to perform the essential function of their job.
b. To care for a child after birth or placement for adoption or foster care.
c. To care for a spouse, son, daughter, or parent who has a serious health condition.

FMLA will be governed in accordance with the Federal Family Medical Leave Act. For coverage, process, and procedures contact Human Resources. See Attachment #10, Family and Medical Leave Act.

8.10 Family Care Leave

The employee shall be allowed to use all available sick leave or other paid time off to care for the employee's spouse, parent, parent-in-law, or grandparent, in addition to a sick child.

8.11 Domestic Violence Leave for Victims and Family Members

Employees shall be allowed to use accrued sick leave or reasonable unpaid leave for legal or law enforcement needs, medical treatment, social services assistance, or mental-health counseling as provided by law in relation to cases of domestic violence.

8.12 Washington State Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Employees may elect to use other leaves consecutively or concurrently

with PFML. If paid leave is used concurrently with PFML, it will be considered a supplemental benefit. The District shall maintain employee benefits while employees are on approved PFML leave subject to the rules of regulations of SEBB. The employer shall pay the employer portion of the premium and the employee shall pay the employee's portion.

ARTICLE IX – REDUCTION IN FORCE

9.1 Staff Reduction

In the event the District adopts a reduced educational program by reason of financial necessity, including but not limited to, levy failure and/or decreased State or Federal support, certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be non-renewed from employment or adversely affected in contract status shall be identified by the provisions contained in this Article. If the District is only reducing provisional employees, the following procedures do not need to be implemented.

9.2 Procedures

9.2.1 Determination of Vacant Positions

The District will determine, as accurately as possible, the total number of certificated staff known as of May 1 to be leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, nonrenewal or other reasons. All reasonable efforts shall be made to fill the resulting vacancies with returning certificated employees.

9.2.2 Certification

Determination shall be made of an employee's possession of a valid Washington State certificate for the position(s) to be filled. This certificate shall be a prerequisite for employee retention.

9.2.3 Employment Categories

Employees shall be placed in all categories for which they qualify. The following categories and specialties are established to ensure the qualifications of personnel assigned to retain positions:

9.2.3.1 Elementary teachers:

a. Grades K through five
b. Elementary Music
c. Elementary Physical Education
d. Special Education

9.2.3.2 Secondary teachers (6-12) will be considered for retention by teaching specialties such as:

a. Science
b. Mathematics
c. Social studies
d. English/Language Arts
e. Visual Arts
f. Physical Education and Health
g. Specific Foreign Languages
h. Career and Technical, by field of specialty

i. Special Education
j. Performing Arts

9.2.3.3 Certificated employees who hold only special certificates which restrict them to placement in special assignments only.

9.3 Preparation and Experience

9.3.1 Length of Service: When more than one person qualifies for a particular position under the criteria listed above, the employee who has the greatest length of teaching service in the State of Washington shall be given the position. Length of teaching service is defined as years of teaching service and/or fractions of said years. If candidates for the position have equal experience in the State of Washington, total years of teaching service shall be the deciding factor.

9.3.2 When more than one person still qualifies for a particular position under the foregoing criteria, the position shall be given to the person who has the greater number of college credits. Beyond that, the flip of a coin shall be used.

9.3.3 Action by the District: The provisions of this Article shall be implemented on or before May 15 of the school year prior to the school year in which staff reductions may be necessary. The District shall take such action as may be required by statute to non- renew or adversely affect the employment contracts of affected employees.

9.4 Employment Pool

9.4.1 All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for a period of up to two (2) years. Employment pool personnel shall be given the opportunity to fill open positions for which they are qualified under Section 9.3.1. If more than one such employee is qualified for an open position, the criteria set forth in Section 9.3.1 shall be applied in inverse order to determine who shall be offered such position.

9.4.2 A certificated employee placed in the employment pool shall notify the Superintendent or his/her designee in writing between March 1 and March 15 of each year if the employee wishes to remain in the pool and eligible for re-employment. If the Superintendent is not so notified, the person shall be dropped from the employment pool.

9.4.3 When a vacancy occurs for which an individual in the employment pool qualifies, the District shall so notify the person by certified mail at the employee's last known address or by personal delivery. The teacher shall have ten (10) working days from the receipt of notice of such vacancy to accept the position. If the individual fails to accept the position offered, he/she shall be dropped from the employment pool, except that an employee enrolled in graduate work at the time of notification may refuse one offer without being dropped from the employment pool.

9.4.4 While in the employment pool, a person may continue in the District fringe benefit programs for which legally qualified. Such continuance shall require reimbursement to the District of the District's cost of the program(s) in advance by the first day of each month.

9.4.5 During the period the employee is in the employment pool, any credits completed shall be used in

determining the employee's position on the salary schedule.

9.4.6 Employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

ARTICLE X- DURATION

10.1 This Agreement is effective September 1, 2026 through August 31, 2028.

10.2 The collective bargaining agreement may not be altered, added to, or deleted from, except through the voluntary, mutual consent of the employer and the Association.

10.3 The Association or District may reopen the salary schedules in Attachment 7a and 7b prior to any school year if (1) the legislature changes the District's qualification for regionalization funding below 2%; (2) the legislature revises the salary base for funded certificated instructional units and/or the inflationary factor applied to such base; (3) the legislature changes the District's levy authority, or changes how levy funds may be used; or (4) the District fails to pass an enrichment levy. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.

ATTEST

Stephanie Mateus
Stephanie Mateus (Jun 12, 2026 08:17:48 PDT)

06/12/2026

Stephanie Mateus, SEA President — Date

K. Weight — 6-17-26

Dr. Kathi Weight, Superintendent — Date

17 June 2026

Sam Scott, School Board Chair — Date

Attachment #1 Preliminary Staffing

Preliminary Staffing Projections

Form will be sent and submitted electronically

_____

Full Name

_____

Building

For the 20xx – 20xx School Year:

_____I plan to return

_____I will not be returning

_____I am undecided at this time

Are you anticipating meeting the credit qualifications and moving on the salary schedule?

_____Yes

_____No

_____Maybe

Anticipated Salary Placement

If you are planning on earning credit to move on the salary schedule, please indicate your anticipated placement below. Evidence should be filed with the District's HR Department no later than October 31st. Evidence should be in the form of an official college or OSPI approved agency transcript, letter, or report for credit in-service or clock hours.

Anticipated New Salary Placement:

_____BA+0 _____MA +0

_____BA +15 _____MA +45

_____BA +30 _____MA +90/PhD

_____BA+90

Attachment #2 – Grievance Form

This form is to be used by a certificated employee when filing a grievance review according to ARTICLE IV of the current Collective Bargaining Agreement. This same form must be used at each step and submitted in duplicate.

TO_____
Name Title

FROM _____
Grievant Name Position

PLACE _____
School Building Department

1. State the specific grievance. (Include Article and Section of the Collective Bargaining Agreement.)

2. State the grievance. (Include time, place, parties involved, and witnesses.)

3. The relief sought.

Grievant signature_____Date_____

Supervisor signature_____Date_____

Supportive documents may be attached.

Attachment #3- Evaluation of Certificated Support Personnel

Name:
Assignment/Location:
Pre-Observation Conference Date:
Observation Dates:
Evaluator:

INSTRUCTIONS: Any rating other than satisfactory will require written justification. All criteria will be rated in any one school year.

Categories: O = Outstanding; S = Satisfactory; N = Needs Improvement; U = Unsatisfactory	O	S	N	U
CRITERION I. Knowledge and Scholarship in Special Field Each certificated support person demonstrates a depth and breadth of knowledge theory and content in their special field. He/she demonstrates an understanding of and knowledge about common school education and the education milieu grades K-12 and demonstrates the ability to integrate their area of specialty into total school milieu. COMMENTS:				
CRITERION II. Specialized Skills Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation. COMMENTS:				
CRITERION III. 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. COMMENTS:				
CRITERION IV. The Support Person as a Professional Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continues professional growth. COMMENTS:				
CRITERION V: Involvement in Assisting Students, Parents and Educational Personnel. Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. COMMENTS:				

Evaluation of Support Personnel

EVALUATION:

It is my judgment that this employee's overall performance has been (Satisfactory/Unsatisfactory) during the evaluation period.

_____

Evaluator's Signature Date

My signature below indicates my receipt of this evaluation report at my evaluation conference. My signature does not, however, imply that I agree with the contents of this evaluation report.

_____

Employee's Signature Date

Attachment #4 – Short Form Evaluation

SHORT FORM EVALUATION
Certificated Support Personnel
Steilacoom Historical School District No. 1

Name_____**School Year**_____

Building/Location _____

Grade/Level_____

Supervisor_____

Through routine observation_____ meets or exceeds minimum competency as defined by state statute.

_____
Evaluator's Signature Date

_____
Employee's Signature Date

Attachment #5 - Class/Caseload Size Form

Employee Name:_____ Grade Level/Position: _____

Building: _____

As of_____I am_____over my maximum class/caseload level of _____.

A meeting was held with the Principal on_____. We mutually agreed on the following overload option:

- ☐ Hire additional certificated staff
- ☐ Create additional sections
- ☐ Provide para-professional time for the classes that are overloaded
- ☐ Provide a substitute to assist teacher or give release time as long as the need exists
- ☐ Any other creative solution agreeable to the affected teacher and principal
- ☐ Provide additional pay at one hour per diem per week, per student, starting on the first day the overload began (complete section below)

CLAIM FOR EXTRA PAY

Claims for extra pay should be submitted to Payroll by the first Monday of a month for the preceding month

Week of:	Total # Of Students	# of Students over Max

_____ _____

Employee Signature Date

_____ _____

Principal/Supervisor Signature Date

Copy to Payroll & HR
Copy to SEA President

Attachment #6 2026-2027 Salary Schedule

Step	BA	BA15	BA30	BA45	BA90	MA	MA45	MA90
0	$ 64,592	$ 66,336	$ 68,142	$ 69,956	$ 75,768	$ 77,439	$ 83,253	$ 87,000
1	$ 65,461	$ 67,230	$ 69,061	$ 70,951	$ 76,824	$ 78,300	$ 84,173	$ 87,894
2	$ 66,289	$ 68,075	$ 69,927	$ 71,962	$ 77,820	$ 79,165	$ 85,022	$ 88,786
3	$ 67,142	$ 68,946	$ 70,816	$ 72,917	$ 78,763	$ 79,989	$ 85,829	$ 89,685
4	$ 67,980	$ 69,863	$ 71,743	$ 73,919	$ 79,798	$ 80,850	$ 86,730	$ 90,613
5	$ 68,846	$ 70,736	$ 72,637	$ 74,930	$ 80,787	$ 81,725	$ 87,586	$ 91,544
6	$ 69,733	$ 71,581	$ 73,547	$ 75,959	$ 81,787	$ 82,623	$ 88,455	$ 92,431
7	$ 71,297	$ 73,173	$ 75,161	$ 77,703	$ 83,619	$ 84,303	$ 90,217	$ 94,309
8	$ 73,580	$ 75,563	$ 77,600	$ 80,349	$ 86,347	$ 86,947	$ 92,945	$ 97,183
9		$ 78,034	$ 80,175	$ 83,023	$ 89,161	$ 89,619	$ 95,758	$ 100,144
10			$ 82,780	$ 85,837	$ 92,053	$ 92,433	$ 98,654	$ 103,180
11				$ 88,729	$ 95,083	$ 95,325	$ 101,680	$ 106,300
12				$ 91,532	$ 98,192	$ 98,335	$ 104,789	$ 109,552
13					$ 101,380	$ 101,447	$ 107,978	$ 112,877
14					$ 104,582	$ 104,653	$ 111,388	$ 116,333
15					$ 107,304	$ 107,372	$ 114,284	$ 119,357
16					$ 109,449	$ 109,520	$ 116,568	$ 121,745

Professional Learning Stipend (PLS)

Step	BA	BA15	BA30	BA45	BA90	MA	MA45	MA90
0	$ 7,089	$ 7,280	$ 7,479	$ 7,677	$ 8,316	$ 8,499	$ 9,137	$ 9,549
1	$ 7,184	$ 7,378	$ 7,579	$ 7,787	$ 8,432	$ 8,593	$ 9,239	$ 9,647
2	$ 7,275	$ 7,471	$ 7,674	$ 7,898	$ 8,541	$ 8,688	$ 9,332	$ 9,745
3	$ 7,369	$ 7,568	$ 7,773	$ 8,003	$ 8,645	$ 8,779	$ 9,420	$ 9,844
4	$ 7,461	$ 7,668	$ 7,874	$ 8,113	$ 8,758	$ 8,873	$ 9,519	$ 9,945
5	$ 7,556	$ 7,763	$ 7,972	$ 8,224	$ 8,867	$ 8,970	$ 9,612	$ 10,047
6	$ 7,654	$ 7,856	$ 8,072	$ 8,337	$ 8,976	$ 9,068	$ 9,707	$ 10,145
7	$ 7,824	$ 8,030	$ 8,250	$ 8,527	$ 9,177	$ 9,251	$ 9,901	$ 10,350
8	$ 8,077	$ 8,292	$ 8,516	$ 8,818	$ 9,477	$ 9,542	$ 10,201	$ 10,666
9		$ 8,563	$ 8,800	$ 9,111	$ 9,785	$ 9,836	$ 10,509	$ 10,990
10			$ 9,085	$ 9,421	$ 10,103	$ 10,145	$ 10,828	$ 11,325
11				$ 9,738	$ 10,436	$ 10,462	$ 11,160	$ 11,666
12				$ 10,046	$ 10,776	$ 10,794	$ 11,500	$ 12,024
13					$ 11,127	$ 11,134	$ 11,850	$ 12,387
14					$ 11,478	$ 11,486	$ 12,225	$ 12,768
15					$ 11,777	$ 11,784	$ 12,542	$ 13,099
16					$ 12,012	$ 12,019	$ 12,794	$ 13,362

Attachment #7 2027-2028 Salary Schedule

(Published in spring 2027)

Attachment #8 – Extra-Curricular Stipends

The purpose of extra-curricular stipends is to compensate certificated employees for work with students outside the regular work day. The District and Association agree to review, during Labor/Management meetings, the stipends provided at each building to ensure fairness and equity.

High School

Band	$6,600
Choir	$5,500
ASB	$4,950
Dept. Chair/Data Team Leader	$2,750 (7 positions)
Class Advisor	$2,640
Drama	$2,640 per production
Year Book	$2,640
Club Stipend	$660 per quarter
CTSO	$660 per quarter
Chemical Hygiene Officer	$440

Middle School

Band	$2,750
Choir	$2,750
ASB	$2,750
Dept. Chair/Data Team Leader	$2,200 (6 positions)
6th Grade Camp	$660 per session
6th Grade Camp Coordinator	$660
Club Stipend	$660 per quarter
CTSO	$660 per quarter
Chemical Hygiene Officer	$440

Elementary

Intermediate Music Director	$2,750
Primary Music Director	$2,750
Data Team Leader	$2,200 (Up to 5 positions at each site)
Club Stipend	$660 per quarter

It is the understanding of the parties that clubs shall meet one hour per week over the course of one quarter or the equivalent as determined by the advisor and administrator.

Attachment #9 – Parenting Leave

Parenting Leave

NAME: _____ BLDG: _____

ASSIGNMENT: _____ DATE: _____

Leave Requested:
Maternity Leave ☐
Parenting Leave ☐
Adoption Leave ☐

Estimated Date for Start_____

Estimated Return Date_____

Accumulated Sick Leave_____ Amount of Sick Leave Requested _____

Amount of Leave without Pay_____

Total Leave Days Requested _____

_____
Employee's Signature Date

_____
Administrator's Signature Date

_____
Superintendent's Signature Date

Comments:

Attachment #10 – Family and Medical Leave

Employee Eligibility

To be eligible for FMLA leave, an employee ***must***:

1. Have worked for that employer for at least 12 months; and
2. Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave

Leave Entitlement

A covered employer must grant an eligible employee up to a total of ***12 workweeks of unpaid leave*** in a 12 month period for one or more of the following reasons:

- for the birth of a son or daughter, and to care for the newborn child;
- for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child;
- to care for an immediate family member (spouse, child, or parent -- but not a parent "in-law") with a serious health condition; and
- when the employee is unable to work because of a serious health condition.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement. (See CFR Section 825.201)

Spouses employed by the same employer may be limited to a ***combined*** total of 12 workweeks of family leave for the following reasons:

- birth and care of a child;
- for the placement of a child for adoption or foster care, and to care for the newly placed child; and
- to care for an employee's parent who has a serious health condition.

Intermittent/Reduced Schedule Leave - The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. CFR Section 203)

- Intermittent/reduced schedule leave may be taken when medically necessary to care for a seriously ill family member, or because of the employee's serious health condition.
- Intermittent/reduced schedule leave may be taken to care for a newborn or newly placed adopted or foster care child only with the employer's approval.

Employees needing intermittent/reduced schedule leave for foreseeable medical treatment must work with their employers to schedule the leave so as not to unduly disrupt the employer's operations, subject to the approval of the employee's health care provider. In such cases, the employer may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodate recurring periods of leave better than the employee's regular job.

Substitution of Paid Leave - Employees must use accrued **paid** leave to cover some or all of the FMLA leave taken.

Serious Health Condition - "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or

- Continuing treatment by a health care provider with includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

This could include, but is not limited to, pregnancy, prenatal care, chronic health conditions such as asthma or diabetes, and permanent or long-term conditions such as Alzheimer's, stroke, or cancer.

Medical Certification - An employer may require that the need for leave for a serious health condition of the employee or the employee's immediate family member be supported by a certification issued by a health care provider. The employer must allow the employee at least **15 calendar days** to obtain the medical certification.

An employer may, at its own expense, require the employee to obtain a second medical certification from a health care provider.

Maintenance of Health Benefits

A covered employer is required to maintain group health insurance coverage, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work.

Job Restoration

Upon return from FMLA leave, an employee must be restored to his or her original job, or to an **"equivalent"** job, which means virtually identical to the original job in terms of pay, benefits, and other employment terms and conditions.

Notice

Employee Notice - Eligible employees seeking to use FMLA leave should request leave as soon as possible.

Other Provisions

Teachers may not be able to take intermittent or reduced-scheduled leave for planned medical treatment that may take them out of the classroom for more than 20 % of the time. In such cases, the employee may be required to take continuous leave for the entire treatment period depending on the nature of the medical condition and classroom needs.

Teachers and educational assistants also may not be able to return from leave near the end of the school term. Depending on the timing and the reason for the leave, the district can require the employee to extend their leave and return at the beginning of the next term, rather than in the closing days of the current term.

Nothing contained above shall be construed to deny or restrict to either party such rights as they may have under applicable laws and regulations. FMLA will be governed in accordance with the Federal Family Medical Leave Act. For coverage, process, and procedures contact human resources.

Attachment #11 – Just Cause/Seven Key Tests

The basic elements of just cause, which different arbitrators have emphasized, have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious or discriminatory element was present.

Notice: "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"

Reasonable Rule or Order: „Was the employer's rules or managerial order reasonably related to a) the orderly, efficient, and safe operation of the employer's business and b) the performance that the employer might properly expect of the employee?"

Investigation: "Did the employer before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

Fair Investigation: "Was the employer's investigation conducted fairly and objectively?"

Proof: "At the investigation, did the judge' obtain substantial evidence or proof that the employee was guilty as charged?"

Equal Treatment: "Has the employer applied its rules, orders, and penalties even-handedly and without discrimination to all employees?"

Penalty: "Was the degree of discipline administered by the employer in a particular case reasonably related to the following?

a) the seriousness of the employee's proven offense,and
b) the record of the employee in his service with the Employer?

Attachment # 12a 2026-2027 Calendar

The best education for every student.

STEILACOOM

Historical School District No. 1

Est. 1854

2026-27 School Year Student Calendar

AUGUST 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2026

First Day of School	2
Labor Day	7
ACE Day	9
ACE Day	16
ACE Day	23
ACE Day	30

October 2026

ACE Day	7
Staff Pro Dev - No School	9
ACE Day	14
Conferences - Half-Day	19-23
ACE Day	28

November 2026

ACE Day	4
Veterans Day	11
ACE Day	18
Half-Day	25
Thanksgiving Break	26-27

December 2026

ACE Day	2
ACE Day	9
ACE Day	16
Winter Break	21-31

January 2027

Winter Break	1
ACE Day	6
ACE Day	13
Martin Luther King Jr Day	18
ACE Day	20
ACE Day	27
Semester Prep Half-Day	29

February 2027

ACE Day	3
ACE Day	10
No School	12
Presidents' Day	15
ACE Day	17
ACE Day	24

March 2027

ACE Day	3
ACE Day	10
Staff Pro Dev - No School	12
ACE Day	17
ACE Day	24
Snow Makeup Day	26
Conferences - Half-Day	31

April 2027

Conferences - Half-Day	1-2
Spring Break	5-9
ACE Day	14
ACE Day	21
ACE Day	28

May 2027

ACE Day	5
ACE DAy	12
ACE Day	19
ACE Day	26
Snow Makeup Day	28
Memorial Day	31

June 2027

ACE Day	2
ACE Day	9
ACE Day	16
Last Day of School - Half-Day	17

FEBRUARY 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

KEY	
	No School (Prof. Development)
	Holidays
	ACE Days (1 Hour Early Release)
	Half Days
	Snow Makeup Days
	Non-School Day

Attachment # 12b 2027-2028 Calendar

The best education for every student.

STEILACOOM

Historical School District No. 1

2027-28 School Year Student Calendar

AUGUST 2027

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2027

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER 2027

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2028

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2027

First Day of School	2
Labor Day	6
ACE Day	8
ACE Day	15
ACE Day	22
ACE Day	29

October 2027

ACE Day	6
Staff Pro Dev - No School	8
ACE Day	13
Conferences - Half-Day	18-22
ACE Day	27

November 2027

ACE Day	3
ACE Day	10
Veterans Day	11
ACE Day	17
Half-Day	24
Thanksgiving Break	25-26

December 2027

ACE Day	1
ACE Day	8
ACE Day	15
Winter Break	20-31

January 2028

ACE Day	5
ACE Day	12
Martin Luther King Jr Day	17
ACE Day	19
ACE Day	26
Semester Prep Half-Day	28

February 2028

ACE Day	2
ACE Day	9
ACE Day	16
No School	18
Presidents' Day	21
ACE Day	23

March 2028

ACE Day	1
ACE Day	8
Staff Pro Dev - No School	10
ACE Day	15
ACE Day	22
Snow Makeup Day	24
Conferences - Half-Day	29-31

April 2028

Spring Break	3-7
ACE Day	12
ACE Day	19
ACE Day	26

May 2028

ACE Day	3
ACE DAy	10
ACE Day	17
ACE Day	24
Snow Makeup Day	26
Memorial Day	29

June 2028

ACE Day	7
ACE Day	14
Last Day of School Half-Day	16

FEBRUARY 2028

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

MARCH 2028

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL 2028

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2028

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE 2028

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

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	Half Days
	Snow Makeup Days
	Non-School Day