

# **TOUTLE LAKE EDUCATION ASSOCIATION MASTER CONTRACT**

## **1. DEFINITION OF PARTIES**

- A. This Master Contract Agreement is entered into this 1st day of September 2022, by and between the Toutle Lake Education Association, hereinafter called the “Association,” affiliated with the Washington Education Association, hereinafter called the “WEA,” and the National Education Association, hereinafter called the “NEA,” and the School District of Toutle Lake, the County of Cowlitz, Washington, which is represented by the current school board, its policy manual, and by the policies and procedures of the superintendent and building administrators. Toutle Lake School District hereinafter shall be called the “District.” The signatories shall be the sole parties to this Master Contract.
- B. The District and the Association recognize and declare that providing a quality education for the children of Toutle Lake is their mutual aim. The parties have reached a certain understanding, which they desire to confirm in this Master Contract.

## **2. RECOGNITION**

- A. The District hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated employees, employed or to be employed by the District. Such representation shall cover all personnel assigned to newly created positions unless the parties agree in advance, in writing, that such positions are principally supervisory and administrative. Such representation shall exclude:
  - 1. Superintendent
  - 2. Principals
- B. The term “certificated employee” or “educational employee” when used hereinafter in the Master Contract shall refer to all educational certificated employees represented by the Association in the bargaining unit as above defined.
- C. The District agrees not to negotiate with or recognize any organization other than the Association for the duration of this Master Contract. The District recognizes the Association represents by election the Toutle Lake Extra-Curricular Group (TLECG). The TLECG shall be composed of all certificated, classified and other support personnel who are offered extracurricular contracts within the duration of this agreement.

## **3. STATUS OF THE MASTER CONTRACT**

- A. Throughout this Master Contract Agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices

of the District. These rights and functions are afforded to the Association as the legal representative for all certificated employees covered under this Master Contract. Said rights and functions are not common to any other certificated employee organization within the District. Other privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent certificated employees officially represented by the Association.

- B. This Master Contract shall supersede any rules, regulations, policies or resolutions of the District, which shall be contrary to or inconsistent with its terms.
- C. All terms and conditions that affect employment shall be subject to the provisions of RCW 41.59.
- D. Existing rules, regulations, policies or resolutions of the District not in conflict with this Master Contract shall remain in full force unless changed by the Board pursuant to RCW 41.59.

#### **4. COMPLIANCE OF MASTER CONTRACT**

- A. All individual teaching contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Master Contract. Any individual teaching contract executed shall expressly provide that it is subject to the terms and duration of this Master Contract between the Board and the Association.
- B. If any individual teaching contract contains any language inconsistent with this Master Contract, this Master Contract shall be controlling with the exception of a conflict with state or federal law.

#### **5. CONFORMITY TO LAW**

- A. This Master Contract shall be governed and construed according to the constitution and laws of the State of Washington.
- B. If any provisions of this Master Contract, or any application of this Master Contract to any certificated employee or groups of certificated employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Master Contract shall continue in full force and effect.
- C. If any provision of this Master Contract is so held to be contrary to law or resulting from omission to conformity to law, that section will be automatically opened for immediate discussion by both parties, with an agreement to make the necessary changes required by law within 45 days.

## **6. DISTRIBUTION OF MASTER CONTRACT**

- A. Following ratification by signing of this Master Contract, the District shall print and distribute sufficient copies of this Master Contract for all certificated employees. The Master Contract shall be placed in ring binders. Upon issuance of their individual teaching contract, all certificated employees new to the District, shall be provided a copy of the Master Contract by the District. Each page of the Master Contract shall be numbered and dated with the original date of ratification. When revised and ratified, each revised page will have the date of revision following the page number. Revised pages of the Master Contract will be printed for insertion into the Master Contract. A certificated employee who is leaving the District will return his/her Master Contract to the District office.
- B. It is agreed the District and Association will participate in cost-sharing for this document. Cost sharing can take the form of direct expenditures/expenses and indirect (time/responsibility/ incentive), expenditures/expenses. Hours will be accounted for at the individual's per diem rate for equivalence comparisons.

## **7. RIGHTS OF THE BOARD**

- A. The Board, acting on behalf of the electorate of the school district, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the constitution of the State of Washington and/or the United States.
- B. The Association recognizes that the Board is legally responsible for the operation of the school district and that the Board has the necessary authority to discharge all of its responsibilities subject to the laws above mentioned and to the provisions of this Master Contract.
- C. In pursuing its responsibilities, the Board develops policies which direct the administration of the District. In developing such policies, the Board will be responsive to the public needs and shall also seek the professional judgment of the certificated staff through their representatives.
- D. The Board has delegated responsibility for the administration of the District to the Superintendent of Schools and through him/her to other administrative personnel.
- E. The District and TLEA agree that RCW 28A.405.465 is to be followed. That statute states, "Any school district may employ non-certificated personnel to supervise school children in non-instructional activities, and in instructional activities while under the supervision of a certificated employee." {Classified Employee Use in Certificated Positions}

## **8. ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business before or after class hours.

Clearance for use of said buildings shall be placed with the building principal or his/her office staff.

- B. The Association shall have the right to use District equipment at reasonable times when such equipment is not otherwise in use. A reasonable rental price may be charged for individual equipment utilized as set by the District. The Association will be liable for any damages occurring to the equipment.
- C. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in each faculty lounge of each building in the District. The Association shall have the right to use District mail services and certificated employee mailboxes for communication purposes.
- D. The District shall furnish, at reasonable cost to the Association, information concerning the financial resources of the District, annual financial reports, student enrollment, membership data (subject to Privacy Act), names and addresses of all certificated employees (subject to Privacy Act). The District shall furnish to the Association one (1) copy of the agenda and one (1) copy of the minutes of all board meetings at no cost.
- E. The District shall furnish, at reasonable cost to the Association, all copies of Board policies and procedures established and adopted by the District.
- F. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before or after class hours provided that this shall not interfere with or interrupt normal school operations.
- G. Representatives duly authorized by the Association who participate during working hours in grievance proceedings shall suffer no loss of pay.
- H. The Association will have access to the telecommunications technology available to teachers on campus and will follow all applicable Board policy and fair use guidelines as set forth by the District and OSPI for use of K-20 interconnectivity.
- I. The District encourages employee Internet use and use of computer technology by staff. When utilizing this technology, staff will be expected to use good judgment and not expose students to any material, pictures, or graphics that are inappropriate. Internet access can be removed at any time by the District. Individuals not utilizing the Internet in the appropriate way may be subject to disciplinary action. Policy and Procedure #2022P and form 2022F will be utilized regarding specific procedures to be used in utilizing the Internet.

## **9. DUES, DEDUCTIONS**

- A. On or before September 10th of each school year, the Association shall give written notice to the District of:
  - 1) The dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association, which are to be deducted in the coming school year under payroll deductions. Payroll deduction will also be available for members who wish to

- contribute to WEA-PAC and the NEA Fund for Children and Public Education. All deductions continue year-to-year unless cancelled by the employee.
- 2) The District shall deduct all dues at a daily rate in the amounts specified by the Association from the pay of substitute employees for whom membership forms have been submitted, which may include the National Education Association, the Washington Education Association and the TLEA and which are to be deducted in the coming school year under payroll deduction.
- B. The total for these deductions shall not be subject to change during the school year.
  - C. The deductions authorized above for Association members shall be made in twelve (12) equal amounts from each paycheck beginning with the pay period in September through the pay period in August of each year.
  - D. The amount of dues deducted will appear on each employee's monthly pay stub.
  - E. The District agrees to maintain a list of qualified persons to serve as certificated substitutes for regular certificated employees. The list will indicate grade level qualifications and subject preferences where applicable. Any member of the Association may be provided with an updated copy of this list upon request.
    - 1) The Association agrees to represent substitute certificated non-supervisory employees employed by the District. Substitute certificated employees will agree to follow the normal procedures and policies in effect for the building and grade level for the duration of their contracted service. The Association agrees not to seek, under normal operational circumstances, dues deduction for this representation service.
    - 2) Certificated substitutes shall be compensated at the rate of \$175.00 per day. Certificated substitutes working more than 20 consecutive days for the same regularly contracted teacher will be paid according to their placement on the Current Certificated Employee Salary Schedule beginning on the 21st day. The substitute will be responsible for providing previous certificated teaching experience and educational transcripts before placement on the salary schedule.
    - 3) Substitutes workday shall be the same as the certificated employee's workday, as described in Section 26.
  - F. All staff paid on a certificated schedule and/or issued certificated contracts and commences employment after September or terminates employment before June, will only pay dues for the months they are employed at the regular monthly amounts.
    - 1) The District agrees to remit promptly and directly to the Washington Education Association, all moneys so deducted.
    - 2) The District agrees to provide a list of certificated employees from whom the deduction has been made.
    - 3) The District agrees to provide the WEA UniServ Council Membership Contact with the names of all certificated new hire with the following information if a membership form is not completed:

Full name, address, last 4 digits of their Social Security number, birthdates, work location, and position.

If a certificated employee does not complete a membership enrollment form (which designates being a member of the Toutle Lake Education Association), they are covered by the Collective Bargaining Agreement and must be in the membership database.

- G. The Association shall provide a report form for the District to fill in any change of personnel. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to certificated employees entering or leaving the employ of the District.
- H. The Association agrees to reimburse any certificated employee from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.
- I. Membership Deductions:
  - 1) Within ten (10) working days of their commencement of employment, certificated employees will sign and deliver to the District an Assignment of Wages Form (see form that follows this section) to this Master Contract agreement.
  - 2) The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period each month.
  - 3) Each month during the school year, the Association agrees to provide the District with the names of those certificated employees who have joined the Association and paid its dues and assessments by means other than through payroll deduction.

## **10. CERTIFICATED EMPLOYEE RIGHTS**

- A. The District agrees that it shall not directly or indirectly discourage or deprive or coerce any certificated employee in the enjoyment of any rights conferred by RCW 41.59 or other state or federal laws, and shall not discriminate against any certificated employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, or his/her institution of a grievance.
- B. The certificated employee shall be entitled to full privilege of citizenship.
- C. The Association recognizes the District is required by State law to provide educational services to all children domiciled within its jurisdictions. The District recognizes a parent may enroll a child with medically identifiable and serious health consideration(s) that necessitate special placement or instructional techniques if placed within the classroom. The District and Association, therefore, mutually agree to recognize the student's medical status and agree the District will

provide and reimburse identified certificated employees for professional training in the proper methodologies to handle any student(s) needing special health considerations. In the special case where the student is a carrier of communicable disease(s) for which the Cowlitz County Health Department maintains standard vaccine(s), the District agrees to provide, through the County Health Department, such vaccine(s) at no cost to all certificated employees dealing on a daily basis with such student(s).

- D. The District recognizes that current scientific data show that the transmission of Acquired Immune Deficiency Syndrome (AIDS) in the school setting is so remote that it is nonexistent. Decisions concerning employment and job assignment for a certificated employee who has been found to be HIV positive shall be made in the same manner as any other employee who has a terminal illness or a serious physical handicap.

## **11. DUE PROCESS**

- A. A certificated employee shall have the right to have a representative of the Association present at all stages and in all proceedings in which he/she will be formally reprimanded, warned, or disciplined for any infraction of rules of delinquency in professional performance and when such reprimand shall or is intended to become part of the permanent district personnel file.
- B. No certificated employee shall be disciplined or adversely affected without just/sufficient cause. The specific grounds forming the basis of disciplinary action will be made available to the employee and/or the Association in writing. Any disciplinary action taken against a certificated employee shall be appropriate to the behavior which precipitates said action. Such discipline shall be in private. This Agreement shall in no way abridge nor negate the rights or responsibilities of the employee or employer as prescribed by law.
- C. Discipline normally shall be administered progressively as follows:
  - 1. Verbal warning
  - 2. Written plan for improvement, where supervisor and employee will agree to the terms and conditions for evaluation of improvement
  - 3. Written reprimand
  - 4. Suspension
  - 5. Discharge and nonrenewalIn accordance with State law, it is recognized some offenses may require abridgment of these progressive steps. Suspension with pay and/or reassignment of duties may be invoked during an investigation if continued presence in the classroom is deemed undesirable.
- D. The certificated employee reserves the rights granted in section A of this chapter at all progressive stages of discipline described in section B. Except as described by State law, when representation is requested, no action will be taken for up to

twenty-four (24) hours with respect to the employee to allow such representation to be present.

- E. No disciplinary notices more than two years old shall be applied toward future disciplinary actions and will not remain in the employee's personnel file unless a same type of offense was committed during the two-year period of time.
- F. Complaint(s) made against a certificated employee by a parent, student, or other person will be promptly called to the attention of the employee. The procedures identified in the section "Procedures for Handling Complaints" will be followed as negotiated.

## **12. PERSONNEL FILES**

- A. The school district personnel file on any certificated employee of the District shall be available during the normal working hours of the District for the inspection of that employee. Certificated employees shall have the opportunity to review all contents of their file, and shall be provided copies of contents upon request. No secret, duplicate, or other personnel file shall be kept in the district.
- B. Certificated employees shall have the right to have a witness present at their discretion to review their district personnel file. A certificated employee shall have the right to answer and/or refute in writing any materials that may be judged by him/her to be derogatory to his/her conduct, service, character or personality. The written response shall be made part of the employee's file.
- C. Lay Material
  - 1) Derogatory statements from laypersons or organizations shall not be included in the permanent file.
  - 2) No correspondence or other material making reference to a certificated employee's or former certificated employee's competence, character, or manner shall be kept or placed in the certificated employee's personnel file.
- D. District Material
  - 1) The decision to place other material in the personnel file shall be made by the superintendent.
  - 2) Any written derogatory comment from supervisors to be placed in the personnel file shall be discussed with the certificated employee within twenty (20) working days of the allegation. The certificated employee shall have the right to answer or refute, in writing, any materials which may be judged by him/her to be derogatory to his/her conduct, service, character or personality. The written response shall be made part of the certificated employee's personnel files.
- E. Upon request by the certificated employee, the superintendent or his/her official designee shall sign an inventory sheet to be compiled by the certificated employee to verify contents of the personnel file at the time of inspection by said certificated employee.



- F. Exclusive of material covered under WAC 180-87-080 (Sexual Misconduct with students), no derogatory material as identified by the employee shall remain in a certificated employee's file for more than two (2) years from the date of entry and will be automatically withdrawn at the end of the current contract year upon the certificated employee's request.
- G. No document, communication, or record dealing with any grievance shall be placed in the certificated employee's personnel file at any time.
- H. Nothing in this Agreement is to be construed to restrict the supervisor of a certificated employee from keeping anecdotal records.

### **13. PROCEDURES FOR HANDLING CITIZEN COMPLAINTS**

- A. Citizens of the community may register criticisms or complaints in the following manner. Citizens will first discuss the problem with the certificated employee involved. The procedure to settle a complaint is as follows:
  1. Certificated employee and citizen resolve the complaint. If there is no mutual resolution to the complaint see Step 2.
  2. Certificated employee, citizen and principal resolve the complaint.
  3. Certificated employee, citizen, principal and superintendent may resolve the complaint.
  4. Citizen may appeal to the school board through the superintendent.
- B. If the superintendent is contacted, he/she may hear the complaint and confer with the complainant. However, the complainant will be referred to the certificated employee. The superintendent may follow up the matter by contacting the certificated employee and the principal at a later time. If a board member is contacted, he/she may hear the complaint and then shall contact the superintendent.

### **14. SALARY**

- A. The District will apply the salary schedule mutually agreed upon by the TLEA and the District. Salary Schedule begins the first contract day. The District shall provide an annual salary inflationary increase as required by RCW 28A.400.205. The District shall apply the percentage increase funded by the state legislature to the wages set forth in the prior-year's salary schedule. For the 2022-2023 school year, the base salary schedule shall increase by the Washington State provided inflationary rate of five and half percent (5.5%) plus an additional half percent (0.5%) for a total salary increase of six percent (6%). For the 2023-24 school year, the base salary schedule shall increase by the IPD + 0.5%, and for the 2024-25 school year, the base salary schedule shall increase by the IPD + 0.5%.
- B. The District agrees to compensate all certificated instructional staff at the appropriate step and grade level (see Appendix).

- C. Column credit adjustments will refer to the appropriate number of credits earned since receiving the baccalaureate degree. In the columns reflecting masters and post-doctoral degrees, credit adjustments will refer to the total of all credits earned since receiving a Masters degree and any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the advanced degree(s)
- D. Future credits earned must be submitted on a District credit approval form, that follows this section) for consideration by the superintendent of schools. Credits must meet the state defined criteria and must be submitted prior to taking any classes for credit on the salary schedule. The 1995 state legislature has mandated that credits (including clock hours) earned after September 1, 1995 shall count only if the content of the course meets one or more of the state defined criteria. The District Approval of College and Clock Hour Credits for Salary Increment Form will include the following District Cover Page as a part of this agreement.
- E. The salaries contained in the provisions of this Agreement are entered into subject to the limitations imposed by RCW 28A.400.200 and the State Appropriations Act.
- F. Bargaining unit members shall receive a yearly stipend of \$200 for every five years of service at Toutle Lake School District not to exceed \$1,000.

## **15. BENEFITS**

- A. The District shall provide the maximum amount per month funded by the State per FTE employee toward the payment of medical, dental, vision and long-term disability insurance premiums. Medical, dental and vision insurance coverage will be provided for employees and family members as provided for in the School Employees Benefits Board (SEBB) rules. The District will pay the carve-out (state retiree medical subsidy) per FTE per month.
- B. Employees have the option to select medical insurance coverage.
- C. The insurance premium for part-time employees will be paid if they are eligible under SEBB rules.
- D. Employees on approved unpaid leaves may be eligible to continue coverage by complying with SEBB requirements.
- E. Certificated employees shall, at their option, be eligible to participate in Tax Sheltered Annuity plans of their choice meeting Internal Revenue Code 403b for pre-tax salary deduction of non-state-sponsored retirement funds. Changes to these plans may occur as granted by the offering institutions or according to IRS Code 403b, whichever applies.
- F. Certificated employees shall, at their option, be eligible to participate in VEBA-III plan in the pre-retirement years of their choice meeting VEBA-III eligibility requirements for pre-tax inclusion of eligible cumulative deductible leave(s) in compliance with the 4:1 ratio rule. Yearly the TLEA will vote on the three provisions which are available within VEBA:
  - Buyback of current year accumulated Sick Leave for cash

- VEBA participation at back of current year accumulated Sick Leave
  - Upon retirement or separation from service a “sick leave cash out” provision where by the ex-employee may elect to receive the value of their sick leave as cash without having to participate in a VEBA contribution. This is received after paying the “current year 12 day penalty” which is part of the agreement between VEBA and the District.
- H. The premiums for the Washington Paid Family Medical Leave Program will be evenly divided between the District and the Employees.
- I. Washington Paid Family Leave will be provided according to all regulations and offer the greatest benefit(s) to employees. The District will comply with provisions of the law when administering leave under Washington PFML. Paid Family Medical Leave premiums will be split fifty/fifty between employee and employer.

## **16. INSURANCE--OTHER BENEFITS**

The insurance and any other benefits or compensation contained in the provisions of this Master Contract are entered into subject to the limitations imposed by RCW 28A.400.200 and the State Appropriations Act.

## **17. TUITION REIMBURSEMENT**

- A. The District and the Association agree on the student benefits derived from continual staff development. Before any classes are considered for approval by the District, the teacher must submit the State of Washington Credit Approved Course submittal form. This State form will also be required before any teacher is allowed to advance on the salary schedule.
- B. Should the District direct a certificated employee to take course work, the District will fully reimburse the certificated employee for course fees, tuition, books, and mileage upon the satisfactory completion of the course.
- C. The district will reimburse up to \$500 annually for each teacher to use for professional development, conference fees, tuition, workshops, or obtaining endorsements. The reimbursement shall be paid after the employee provides documentation of successful completion.

## **18. PAYMENT**

In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each payment shall contain one-twelfth (1/12) of the contract salary. Payment shall be issued on the last week day of the month.

## **19. INDIVIDUAL TEACHING CONTRACT**

By May 30, the District shall provide each employee with a renewal of their teaching contract for the forthcoming school year with their anticipated teaching assignments indicated herein and in conformity with Washington State Law, State Board of Education regulations and this Master Contract. Each employee will have 10 working days from the date of receipt of the contract offer to return the signed contract to the District. An extension of this time period may be mutually agreed upon by both parties prior to expiration of the 10-day period.

## **20. COPIES OF CONTRACT**

One (1) copy of each individual teaching contract shall be given to the employee each year for signature. The original signed contract will be provided for the Board to sign. It will then be placed in the employee's personnel file and a copy will be given to the employee.

## **21. LENGTH OF CONTRACT/CALENDAR**

- A. The length of the regular certificated contract shall total 180 days. Legislative changes in the length of the school year will be automatically reflected in accordance with State law. In the 2022-2023 school year, one hundred eighty (180) per diem days are funded in accordance with the Current Certificated Employee Salary Schedule.
- B. Any extension of the contracted days by the District shall be computed at per diem. Student services (i.e. prep period substitution and tutoring) will be contracted based on per diem of the certificated employee's contracted rate of pay. Certificated employees new to the District will be offered two (2) extended contract days prior to the commencement of the school year.
- C. Extended Contract Days
  - 1) For the 2022-23 school year, one (1) District In-service Day (to total 7 hours paid at per diem); with State-Funded Professional Development Days.
  - 2) For the duration of this contract, the District Administrators will work with the Association Leadership to select by application from among all interested certificated staff, those who will provide students extra assistance through tutoring or replacement classroom time by attending after school class or by attendance in a credit recovery and/or summer school program(s). These student service(s) opportunities will be posted to all certificated staff.
  - 3) The District and the Association agree that in order to maximize the effective use of teacher planning and team preparation time will honor a 30/120 split of the available time for monthly early release curriculum planning. Approximately thirty (30) minutes will be for building level meetings followed

by one hundred twenty (120) minutes of self-directed individual teacher planning time. Elementary teachers may choose to hold grade level and/or team planning time as part of their 120 minutes. The 30-minute elementary building meetings may be K-6 or subdivided into K-3 and 4-6 building sessions.

- 4) Students shall be released (60) minutes early each Wednesday (except for November 2, 16, 23, January 25, and April 12) to allow members to participate in professional learning communities (PLCs). Other exceptions to the Wednesday early release may be agreed upon by the District and Association. The purpose of PLCs is to collaborate for improved teaching proficiency aimed at increasing student achievement. PLCs monitor data, analyze strengths and obstacles, establish goals, select instructional strategies, interventions and determine result indicators for individual students.
  - 5) Changes in teaching assignments.
    - a. An elementary teacher, changing their teaching assignment from that taught in the preceding year, will be offered two (2) additional extended contract days for curriculum preparation, prior to the commencement of the school year at per diem.
    - b. A secondary teacher whose secondary teaching assignment is changed by the district from that taught in the preceding year (exclusive of alternate year classes that are offered to students) will be offered one (1) additional extended contract day for curriculum preparation, prior to the commencement of the school year at per diem. If a secondary teacher is asked to move classrooms, or change content area of instruction (i.e. English to Math) one (1) additional day will be provided.
    - c. If no qualified employee volunteers to transfer, mandatory transfers shall be based on seniority and certification. The least senior qualified employee shall be selected to transfer to a different grade level or content area.
  - 6) Each August, Kindergarten teachers will have up to twelve (12) hours per diem to pre-screen all pre-registered kindergarten students. Two (2) additional hours at per diem rate will be provided as compensation for directing the August parents' orientation evening meeting.
  - 7) Bargaining unit members will be granted up to seven (7) optional hours to be paid at per diem rate to take place on the next work day following the last contract day. The purpose of this time is for bargaining unit members to pack up classrooms/workspace for summer cleaning needs. Building principals need to check off this day prior to members receiving compensation.
- D. Non-teaching days and all state and national holidays are exclusive of the 180 work days. Certificated employees shall not be expected to work on these days, nor shall there be compensation for these days unless supplemental or

extracurricular contracts are implemented by the employee as a part of their supplemental or extracurricular programs.

- E. Certificated summer release is dependent upon certificated employee sign-out. Certificated employees will not receive their June paycheck until signed out by their principal after students are released on the last day of school (see Appendix).
- F. Each year the District and the TLEA will negotiate a mutually agreeable calendar to be presented to the Board by the Superintendent. Except in emergencies, once the calendar is adopted by the Board, it will not be changed or altered without mutual agreement between the TLEA and the District. Every effort should be made on the part of the District and the TLEA to come to an agreement on the calendar prior to the May board meeting. The school board plans on making the decision on the next year's calendar at the May board meeting. (See Calendar in Appendix.)
- G. The administration will work closely with the elementary staff to align the completion of elementary report cards with the scheduled early release records days on the school calendar, reserving a minimum of five (5) early release days per school year for report card preparation.
- H. When considering a change to the instructional schedule (ie., 7 period day, 6 period day, block schedule, modified block schedule, etc.) at the secondary level, the administration will seek input from the TLEA prior to a decision being made.

## **22. SUPPLEMENTAL CONTRACTS**

- A. There shall be a supplemental contract for District-specified and Association-specified supplemental assignments that require a teaching certificate in the performance of those contractual duties.
- B. Supplemental contracts will be issued as far in advance of the actual assignment as possible, but no later than two weeks before the actual assignment is to begin.

## **23. RELEASE FROM CONTRACT**

A certificated employee under contract shall be released from the obligations of the contract upon request under the following conditions:

- 1) A letter of resignation must be submitted to the superintendent's office.
- 2) A release from contract, prior to July 1, shall be granted, provided a letter of resignation is submitted prior to that date.
- 3) A release from contract shall be granted after July 1, subject to the superintendent's recommendation and Board approval.
- 4) A release from contract shall be granted in case of illness, which makes it impossible for the employee to continue in the District.

## **24. INDIVIDUAL TEACHING ASSIGNMENTS**

By August 1, the District shall provide each employee their individual teaching assignment for the forthcoming school year. Unforeseen circumstances such as but not limited to resignations or death of a staff member may result in staffing changes at any time throughout the life of this contract.

## **25. ACADEMIC FREEDOM**

- A. In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view and an opportunity for exploration by the students into both sides of the issue.
- B. Certificated employees will use professional judgment and screen all questionable curriculum materials with the building principal.
- C. In discussing controversial issues, a certificated employee will encourage students to express their own view, assuring that it be done in a manner which gives due respect to the rights and opinions of others, and positions other than his/her own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusions regarding controversial issues.
- D. The District and the Association agree that academic freedom is essential to fulfillment of the purpose of the District and agree to protect employees from censorship or restraint which might interfere with their obligation in the performance of their professional duties.
- E. The certificated employee shall have the authority and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed by anyone other than the certificated employee. A certificated employee shall have the right to have a representative of the Association present at all stages of discussion with any administrator concerning their grading processes.
- F. Grades for all secondary classes (7-12) will be updated in Skyward at least every two weeks, for parent and student viewing.

## **26. WORK DAY, PREPARATION PERIOD**

- A. The length of the contracted workday will be 7 hours on both the elementary and the secondary levels, with a separate duty-free lunch period of 1/2 hour (30 minutes). Employees shall begin their workday thirty (30) minutes before the student school day begins and shall continue until thirty (30) minutes after the student day ends.
- B. Employees at the junior and senior high level are entitled to one (1) prep period per day, equivalent in time to one (1) instruction period which shall be included within the framework of the student day. The preparation time shall not include lunch periods or time spent before and after the student day.

- C. Elementary (K-6) employees shall be provided preparation time as currently exceeds the legislated 13.42 percent of the student’s contact day since Toutle Lake elementary contact time exceeds the 1000 hrs. of elementary contact time upon which the legislation is based. Preparation time may be spread throughout the week as time without students present for instructional and/or disciplinary action (unless the certificated employee has requested the student be present). Preparation time will be provided in alternating blocks, scheduled for a minimum of 25-minutes per block. Total minimum preparation time for the duration of this contract will be 275 minutes per week. The mutual goal is to provide 55-minute blocks of preparation time for all certificated staff.
- D. All employees shall have a duty free lunch period of not less than thirty (30) minutes per workday without students present for instructional and/or disciplinary action (unless the certificated employee has requested the student be present). The District understands the TLEA's concern with compliance with the language in this section. Any questions concerning compliance with this section should be brought to the attention of the District and it will be addressed, and corrected if necessary, in a timely manner.
- E. A certificated employee may leave the “work site” during the lunch break.
- F. Bargaining unit members shall be able to leave the job site immediately after school buses have departed campus on any day: (1) that precedes a holiday period (Thanksgiving Break, Winter Break, Spring Break), (2) to attend District approved classes, (3) to attend District required conferences or meetings, (4) to take care of medical appointments, (5) to take care of any emergency situation, or (6) on any day in which they have been requested to return to a scheduled evening meeting, i.e. PTO, holiday program, etc. These are still full pay days and leave would be a full day. Employees leaving the job site immediately after the student day will notify their administrator in advance of their need to leave.
- G. A certificated employee shall notify the principal of his/her need to leave prior to the close of the student day.
- H. Each certificated employee agrees to attend three (3) meetings (e.g. Meet and Greet, Christmas Program, Winter Concert, Lit Night, Math Night, Evening of Excellence, etc.) outside of the regular school day per year. Any meetings beyond the three (3), can be time-sheeted for a maximum of two hours per event; unless, prior approval is granted from Administration to work longer.
- I. Up to two District-wide and/or building level faculty meetings may be held each month. Each meeting will be no longer than 60 minutes. All faculty members must attend meetings unless previously excused by the building principal. Coaches and other excused teachers will meet at 8:00 a.m. following the day of the staff meeting.  
The District will work with the building leadership team to develop a calendar of meetings for the year. Whenever possible, an agenda should be published at least 24 hours in advance.



**27. PREP PERIOD SUBSTITUTIONS**

The absence of certificated employees from their daily assignments negatively impacts the educational process. When a certificated employee is absent, the appropriate coverage is the hiring of a certificated substitute. In the event a certificated substitute is unavailable, the following alternate procedures are prescribed.

1) When a certificated employee (grades K-12) is asked by an administrator to take a class of another certificated employee during the teacher's preparation period he/she will be paid at the per diem rate for each period of substitution.

2) Certificated employees (grades K-6) are granted preparation time when their classes are scheduled to be instructed by a specialist. When a class is scheduled to meet with a specialist and that specialist is absent and a substitute has not been provided, that the certificated employee shall be compensated at the per diem rate and use that time for instructional purposes in his/her own classroom.

**28. CLASS SIZE**

A. Class Size Limitations

- 1) The District and Association mutually agree to provide for compliance with legislative changes in class size. To this end, the District and Association agree to implement class size legislation as noted below (\*) and as is listed otherwise to maintain the optimum learning environment for all students.

<u>Grade Level</u>	<u>Class Size</u>
K*	18
1*	19
2-3*	20
4-6*	25
Grades 7-12 Average of students	26

- 2) Understanding the need for additional one-on-one time required for students in special education classes, the class load for these classes, within the limits of available district resources, will be lower than the class sizes listed above. The special education director will attempt to keep these special education classes at a size less than or equal to approximately 1/2 the size of regular education classes.
- 3) The maximum size shall not apply in situations where planned variations in organization, curriculum and instruction (e.g., P.E. team teaching, differentiated staffing, regrouping) have been established. District music classes, library, physical education classes, and other specialist class sizes will follow legislated requirements (\*) and otherwise be kept to the lowest possible student/teacher ratio. These classes, however, will not be considered in the overload relief options or formula.

However, efforts shall be made to keep all class sizes at reasonable numbers for a safe and productive learning environment.

**B. Overload Relief Options**

- 1) If a class or grade is divided between two or more certificated employees, the class load will be as evenly divided as possible. At any time the District has sufficient students in attendance so as to make overload relief a financial burden, the District should consider hiring additional teaching staff at the affected grade level(s).
- 2) Formula to Determine Overload
  - a. Class overload will be calculated monthly and payments processed October through July.
  - b. Elementary class overload will be calculated on the enrollment on an Overload Reporting Date. Secondary class overload will be calculated on the average enrollment for 6 classes taught (excluding supplemental contracts or periods on an Overload Reporting Date.
  - c. When a certificated staff member and principal are presented with a class's composition that is unworkable for the best education of the majority of students placed in that environment, this team will construct a building-based resolution of the class composition issue within a 3 week time period.
- 3) Overload Relief
  - a. If a teacher qualifies for overload relief, the District will provide class overload relief pay of \$6.00 per student per day.
  - b. At any time the district has sufficient students in attendance so as to make overload relief a financial burden, the District should consider hiring additional teaching staff at the affected grade level(s).
  - c. It is agreed and understood that in the event of a loss of revenue from either a levy failure or loss of state funds that the use of the above overload relief options may be suspended upon mutual agreement between the District and the TLEA. It is also agreed that the two-day notification period for both the District and individual teacher may be extended upon mutual agreement by both parties.

**29. ADMINISTRATION AND CERTIFICATED EMPLOYEE COOPERATION ON DISCIPLINE MATTERS FOR SAFE WORKING CONDITIONS**

The District will support and uphold the certificated employees in the use of prudent discipline measures to maintain discipline and protect the safety and well-being of pupils and employees, provided: That certificated employees comply with board policies, administrative regulations and state law relevant to discipline matters.

**30. EMPLOYEE EVALUATIONS**

Certificated instructional staff will participate with building principals in the evaluation procedures set forth under RCW 28a.405 and WAC 392-191-0 to improve the educational program by improving the quality of instruction. The District and Association adhere eight (8) state defined criterion applied through the Marzano framework. Teachers will be allowed to

exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge. Both parties agree to follow the Marzano framework in all record keeping, in format for all rubric tools and other available tools, such as the online eVAL or as provided from OSPI.

The parties agree to make available to interested staff a choice of either the Focus Evaluation or the Comprehensive Evaluation format. This evaluation system for teachers has the following elements, goals and objectives:

1. Student Growth Data applied towards Criterion SG3.1, SG3.2, SG6.1, SG6.2 and SG8.1 shall be accepted from a wide variety (multiple) sources, shall be calibrated to show growth between two points in time during the current school year, and must be appropriate and relevant to the teacher and subject matter, including, but not limited to, state testing data, classroom formative and summative assessments, SPED, LAP and Chapter evaluation materials as well as other sources not anticipated by this memorandum.
2. The TLEA agrees to encourage and mentor staff throughout the implementation of this evaluation system and the District agrees to provide principals training opportunities so that scoring among the criterion and sub-criterion of the framework will be accurate, reliable, and consistently applied among staff. Criterion performance scoring will follow the quality rating - numeric values:  
Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4
3. All classroom teachers receiving comprehensive evaluations will receive a summative performance rating for each of the eight (8) state evaluation criteria. All final criteria scores will be subject to proper rounding of one decimal place into a whole number score. Additionally, they will receive an overall summative score determined by totaling the eight (8) criterion:  
8-14 - Unsatisfactory  
15-21 - Basic  
22-28 - Proficient  
29-32 - Distinguished
4. All classroom teachers will receive a summative student growth criterion score as a part of their Comprehensive evaluation:  
5 - 12 = Low      13 - 17 = Average      18 - 20 = High
5. The 4-tier evaluation system will be used in accordance with WAC 392-191-045 (3) as the basis for placing a certificated instructional employee on probation or to deem overall performance as unsatisfactory during the school year, unless out-of-endorsement assignment consistent with WAC 181-82-110 (1) (b) is involved. For certificated, non-supervisory support employees, the alternate evaluation tool in the CBA will be used as the basis for placing an employee on probation or to deem overall performance as unsatisfactory in the school year.
6. The District and Association shall adhere to the following:
  - \* A copy of the final framework rubric, teacher written comments, and forms shall be included in the teacher's personnel file.
  - \* Teachers shall have access to their eVAL account in the current year(s).

\*Evaluators shall notify the teacher of any additional evidence submitted.

7. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide at least three (3) pieces of evidence for that judgment for each criterion scored Basic or Unsatisfactory.
8. Teachers with 3 or more years of experience estimated to be in danger of being below Proficient in any criterion will be notified by December 15th and a plan for improvement implemented with that teacher by the evaluator.

### **30.1 Observations**

- A. Observations are primarily focused on providing information to the employee for improvement of instructional expertise. Employee observations shall follow state guidelines for duration, frequency, and scope. As per RCW 28A.405.130 no administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures. In addition, before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.
  1. Employees with 3 years experience and a proficient or higher rating on their most recent Comprehensive Evaluation may in mutual agreement with the supervising principal choose between:
    - a. Focused Evaluation
      - I. In a pre-evaluation conference, the employee and supervisor will agree upon a Focused Evaluation. The employee may choose one (1) of the eight assessment criterion upon which to “focus” their activities in the upcoming year(s). The building principal and eligible employee may develop and implement the Focused Plan each year, for up to 5 years., then said employee must have a Comprehensive Evaluation in the sixth year. A teacher may be transferred from a Focused Evaluation to a Comprehensive Evaluation prior to December 15 at their request or at the discretion of the evaluator.
      - II. An employee may receive an overall summative performance rating based upon the evidence for the selected criterion and the student growth rubrics used in the evaluation, if the employee has obtained a rating of 4, Distinguished. Otherwise the employee’s summative performance rating shall remain the rating of the employee’s most recent comprehensive evaluation.
    - b. Comprehensive Evaluation
      - I. The employee will receive a minimum of two formal 30 minute observations per year in the area of the certificated teacher’s majority assignment.
      - II. The employee will be given a twenty-four hour minimum advance notice of formal observation(s).
      - III. The formal observation will include a pre-conference on or before the scheduled observation date, unless both parties agree otherwise. Discussion should include:
        1. Goals and student learning expectations
        2. Evaluation criterion being addressed

- 3. Lesson Plan including content and performance standards
- 4. Evidence of Student Growth
- IV. The formal observation will include a post-conference with the certificated employee within 3 school days following the formal observation, unless both parties agree otherwise. If an emergency situation arises to prevent the agreed upon post conference time, all parties will be notified as far in advance as possible, with no additional observation required.
- V. The formal observation will be at least thirty (30) minutes but may extend to cover an entire lesson or class period in length.
- 2. For provisional employees formal observations will be made in the area of the certificated teacher's majority (teaching) assignment and must:
  - a. Include a minimum of three formal 30 minute observations per year totaling at least 90 minutes in duration.
  - b. Provide for one thirty (30) minute observation occurring in the first 90 days of the school year.
  - c. Allow twenty-four hour minimum advance notice of each formal observation.
  - d. Include a pre-conference on or before the scheduled observation date.
  - e. Include a post-conference with the certificated employee within 3 working days following the observation, unless both parties agree otherwise.
- 3. At the discretion of the principal, informal observations may be made during the year in the area of the certificated teacher's majority (teaching) assignment and:
  - a. No advance notice of the informal observation(s) is expected to be given.
  - b. Must include a post-conference with the certificated employee within 3 school days following the informal observation. Post conference may be held by phone, zoom, or through email at the agreement of both parties.
- B. The evaluator will share observation notes from both formal and informal observations. The employee may add a response to the observation, including any relevant evidence to connect to identified criteria.

### **30.2 Probation**

The intent and purpose of probation remediation assistance is to improve student learning through instructional growth in skill by the employee.

In an effort to achieve appropriate student learning and instructional growth in a certificated employee deemed deficient [(1) Level Unsatisfactory with 0 or more years of experience or (2) Level Basic with 5 or more years of experience)] by the Evaluation process, the District and Association will work by mutual agreement to follow the remediation and/or probation steps and practices described by WAC and RCW including RCW 28A.405.100.

### **30.3 Comprehensive Evaluations**

- A. The Comprehensive Evaluation document (see form in the Appendix), is intended as the year-end summary of the employee's overall performance and sets forth the evaluative criteria,

the indicators of competence. The Comprehensive Evaluation document may be supplemented by student growth data and teacher provided information from many sources, including but not limited to, data from the formal observations. The primary purpose of the Performance Rating Scale is to clearly focus attention on a certificated employee's performance, i.e., those areas of strength that should be recognized and any area(s) needing improvement. Indicators and criteria used in formal observations and in discussing procedures for improving the performance of a classroom certificated employee are the same as described below for overall evaluation.

- B. All classroom certificated employees considered for renewal of contract will have their Comprehensive Evaluation completed by the principal/evaluator prior to May 15. The employee will meet with his/her administrator, review the completed document and be requested to sign the Comprehensive Evaluation at this conference.
- C. When a certificated employee is not considered for contract renewal, the evaluation process will follow the standard notification dates set by RCW 28A.405.210 of the State of Washington. The employee's Comprehensive Evaluation will be completed and discussed with the employee prior to the May 15 deadline for employee notification of nonrenewal of contract.
- D. The employee's rights clause will be printed at the bottom indicating discussion of contents, not necessarily concurrence with the evaluator's statements. The employee retains the right to attach a rebuttal letter and supporting artifacts to the Comprehensive Evaluation.

#### **30.4 Evaluative Criteria - Certificated Instructional Personnel**

These criteria are established by RCW 28A.405.100. WAC 392-191

##### **CRITERION 1: CENTERING INSTRUCTION ON HIGH EXPECTATIONS**

The teacher develops and communicates high expectations for student achievement.

##### **CRITERION 2: DEMONSTRATING EFFECTIVE TEACHING PRACTICES**

The teacher uses research-based instructional practices to meet the needs of all students.

##### **CRITERION 3: RECOGNIZING INDIVIDUAL STUDENT LEARNING NEEDS AND DEVELOPING STRATEGIES TO ADDRESS THOSE NEEDS**

The teacher acquires and uses specific knowledge about student's cultural, individual intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning.

**CRITERION 4: PROVIDING CLEAR AND INTENTIONAL FOCUS ON SUBJECT MATTER CONTENT AND CURRICULUM**

The teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula, instruction to impact student learning.

**CRITERION 5: FOSTERING AND MANAGING A SAFE, POSITIVE LEARNING ENVIRONMENT**

The teacher fosters and manages a safe and inclusive learning environment that takes into account physical, emotional and intellectual well-being.

**CRITERION 6: USING MULTIPLE STUDENT DATA ELEMENTS TO MODIFY INSTRUCTION AND IMPROVE STUDENT LEARNING**

The teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction and evaluate student learning.

**CRITERION 7: COMMUNICATING AND COLLABORATING WITH PARENTS AND THE SCHOOL COMMUNITY**

The teacher communicates and collaborates with student, families and all educational stakeholders in an ethical and professional manner to promote student learning.

**CRITERION 8: EXHIBITING COLLABORATIVE AND COLLEAGIAL PRACTICES FOCUSED ON IMPROVING INSTRUCTIONAL PRACTICE AND STUDENT LEARNING**

The teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning.

**30.5 Evaluation Criteria - Certificated Support Personnel**

This section applies to all non-instructional support staff including but not limited to: counselors, media specialists, psychologists, communication disorders specialists, nurses, occupational/physical therapists, etc.

**CRITERION 1: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT**

The certificated support person demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

The evaluation procedure assesses the person's competency to:

- A) Select the resources deemed necessary to serve the students.
- B) Use resources deemed necessary in serving the student.
- C) Maintain inventory and control over assigned resources when appropriate.

## **CRITERION 2: KNOWLEDGE IN EDUCATIONAL PROCEDURES**

The certificated support person demonstrates an understanding of the knowledge about common school education. The evaluation procedure assesses the person's individual competency to:

- A) Provide a theoretical rationale for the person's individual use of various procedures.
- B) Understand the basic principles of human growth and development.
- C) Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.
- D) Relate and apply knowledge, research findings and theory derived from the person's discipline to the development of a program of service.

## **CRITERION 3: PROFESSIONAL PREPARATION, KNOWLEDGE IN SPECIAL FIELD**

The certificated support person demonstrates a depth and breadth of knowledge of theory and content in their special field in designing and conducting support activities which:

- A) Demonstrate awareness of the law as it relates to area of specialization.
- B) Demonstrate awareness of responsibilities to students, parents, and other educational personnel.

## **CRITERION 4: EFFORT TOWARD IMPROVEMENT**

The certificated support person demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence. The evaluation procedure assesses the person's competency to:

- A) Demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.
- B) Incorporation of new standards developed within the person's special area(s) of professional growth studies as deemed locally appropriate and necessary to properly assist our students, parents and teaching personnel.
- C) The person demonstrates knowledge of and commitment to the ethical code supported by his/her special competence area.

## **CRITERION 5: KNOWLEDGE IN SPECIALIZED SKILLS**

The certificated support person demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation. The evaluation procedure assesses the person's competency to:

- A) Design and conduct a program providing specific and specialized services within the person's discipline.
- B) Demonstrate ability to assist teachers and administrators to integrate specialized information into the regular program.



- C) Develop goals and objectives which will facilitate the implementation of programs and services.
- D) Monitors and adjusts services to incorporate changing service needs of students, instructional personnel and district.
- E) Evaluates and reports student learning to instructional personnel when appropriate and/or requested.

**CRITERION 6: SPECIAL PROGRAM MANAGEMENT**

The certificated support person demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs. The evaluation procedure assesses the person’s commitment to, and competence in, offering specialized assistance by:

- A) Consulting with other school personnel and parents concerning the development, coordination, and extension of services to students.
- B) Planning and developing a specialized program to serve the needs of the school population and the special needs of some students.
- C) Interpreting characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications.

**CRITERION 7: RESPONSIBILITY IN GENERAL SCHOOL SERVICE**

- A) Works in a cooperative manner with principal and staff.
- B) Maintains inter-staff communications.
- C) Is punctual to school and meetings.
- D) Handles routine reports promptly and efficiently.

**31. LEAVE POLICIES & LEAVE INFORMATION**

- A. Leave forms for all leaves shall be available in each building office. Forms for illness, injury, or emergency shall be completed upon returning to work. Employees shall complete a leave form when applying for all other leaves.
- B. Any request for leaves not covered in this agreement will be referred to the Superintendent for his/her individual consideration.

**32. COMPENSATED LEAVES--DEDUCTED--CUMULATIVE**

**32.1 Sick Leave/Injury Leave/Leave Sharing**

- A. In accordance with State law, at the beginning of each month, September through June each employee shall be credited with one and two tenths (1.2) days sick leave. Pursuant to RCW 28A.400.300 the twelve (12) days, with full pay, are to be used for absence caused by illness, injuries, and medical emergencies. Each employee shall be entitled to use a

choice of accrued sick leave or other paid leave to care for a child of the employee with a health condition that requires treatment or supervision; or a spouse, parent, parent-in-law or grandparent of the employee who has a serious health condition or an emergency condition. The definitions of the family relationships are spelled out in RCW 49.12.270 Section 2. This district shall not discharge, threaten to discharge, demote, suspend, discipline, or otherwise discriminate against an employee who uses this leave. Where applicable, the Washington Family Leave Act (Chapter 49.78 RCW) and the Family Care Law (Chapter 296-130 WAC) also apply to this section.

- B. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days. Earned sick leave shall not be accumulated in excess of 180 days as of December 31 of each year, except that an employee may exercise the annual January cash-out option for all days accumulated in excess of this maximum (in accordance with WAC 392-136-075).
- C. The District will provide, on the monthly pay stub, an accounting of each employee's sick leave. All transactions concerning sick leave days within a pay period will reflect a cutoff date of the 5th day of the pay period.
- D. A certificated employee who is unable to perform his/her duties because of personal illness, or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the superintendent. A certificated employee who has been granted leave may return to service during the period of the leave after giving notice to the Superintendent.
- E. If the nature of the illness/injury is in question, the Administration may require a physician's statement for the employee.
- F. In accordance with State law, the following attendance incentive and sick leave cash out program is provided to all certificated employees:
  - 1) In January of the year following any year in which a minimum of sixty (60) days sick leave for illness or injury is accrued, and each January thereafter for any employee maintaining a minimum of sixty days leave, that eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's per diem compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty days. Up to twelve (12) days accumulated leave from the previous year may apply to this conversion.
  - 2) 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 day's current monetary compensation of the employee for each four full days accrued leave for illness or injury. VEBA procedures may or may not apply depending on the employee's participation in the program.
- G. Pursuant to RCW 28A.400.380 and WAC 392-126-070, a shared leave pool will be established for use by Association members and/or any District employees, on a day for day basis, who are mutually agreed upon by the Association and the District and meet the criteria outlined in WAC 392-126-070 and below including:

- 1) The employee's position is one in which sick/injury leave is accrued.
- 2) The employee has abided by District leave policies and has exhausted his/her accumulated sick/injury leave. All forms of paid leave available to the employee must have been used by the recipient prior to using any pooled leave.
- 3) The employee or employee's family member is suffering from an extraordinary or severe condition which has caused or is likely to cause the employee to go on leave without pay or terminate their district employment.
- 4) Pursuant with WAC 392-126-095 and -099, the District shall require the employee or his or her legal representative to submit, prior to approval of the calculation of pooled leave compensation, documentation from a licensed physician or other authorized health care practitioner verifying the severity and expected duration of the condition. A treatment schedule may be requested to document the periodic disruption of the employee's work day.
  - a. When a request is placed with the TLEA President by a District representative or Certificated employee, the Association will notify its members of the need to activate the pool. After collecting notification, the TLEA President will notify the District in writing of the individuals and numbers of days per individual to be donated from their accumulated sick/injury leave to the pool.
  - b. Pursuant with WAC 392-126-085, an employee may donate sick leave to specific individuals or pools using the following criteria:
    - (1) The employee must have accrued more than 22 days of sick leave.
    - (2) Employees may not donate an amount of sick leave that will result in his or her sick leave account going below 22 days.
    - (3) All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave.
  - c. Pursuant with WAC 392-126-090, a certificated employee may only use pooled sick/injury leave up to a maximum of two hundred sixty-one days of pooled leave during their total state employment.
  - d. Calculation of pooled leave benefit. (WAC 392-126-099) Calculation of pooled leave will compensate the recipient at his or her regular rate of pay. Therefore, the dollar value of leave donated shall be ignored and the leave shall be calculated on a day donated equals one day received basis.
  - e. No leave will sit in the pool unused. An Association representative and a District representative will draw donors from the activated pool of submitted donors. Only days actually needed will be subtracted from drawn donors.
- H. Upon retirement or resignation, any employee can transfer his or her sick leave to any district employee. The calculation transfer ratio will be determined by mutual agreement between the District, TLEA, and PSE of Toutle Lake School District.

### **32.2 Parental Leave**

- A. In the event of the birth/adoption of a child of the certificated employee or employee's spouse, a maximum of three (3) days sick leave will be allowed. In addition, up to a

maximum of six weeks child care leave may be taken in accordance with the provision of the Family and Medical Leave Act of 1993; Washington Maternity Leave Law (WAC 162-30-020). A certificated employee may use up to six week's sick leave compensation for childcare leave.

- B. A certificated employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave, when possible. The written request for maternity leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the certificated employee shall inform the District of the specific day when she will return to work--not to exceed sixty (60) days after birth.
- C. The certificated employee may or may not choose to use sick leave during maternity leave. Sick leave may be taken in any amount up to the accrued total. In the event sick leave has been exhausted or the certificated employee elects not to use her sick leave, then the certificated employee may request leave of absence without pay for an additional period of up to one year to the Board of Education.

### **33. COMPENSATED LEAVES--DEDUCTED--NONCUMULATIVE**

#### **33.1 Bereavement Leave**

- A. Absence for bereavement shall include death in the immediate family (parent, parent-in-law, brother or brother-in-law, sister or sister-in-law, spouse, child, child's spouse, grandparent, grandchild, or member of the family living in the certificated employee's household).
- B. Bereavement leave for death in the family will be given at five (5) days maximum per incident. This leave will be provided in the event of the death of a member of the family.
- C. Bereavement leave for persons other than family members may be requested and granted by the superintendent or his representative.
- D. Absences for bereavement shall be of sufficient duration to allow the certificated employee time to travel to and from the place of services. The length of said absence shall be agreed upon by the certificated employee and the building principal.
- E. The first five days of Bereavement leave is not defined as injury or sickness to the certificated employee and will not be deducted from accrued sick leave.
- F. Anything in excess of the five (5) days Bereavement leave up to a limit of five (5) additional days may be mutually agreed to by the employee and the Superintendent.

#### **33.2 Emergency Leave**

- A. Emergency leave may be taken due to a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the certificated employee's absence.
- B. Emergencies are not defined as injury or sickness to the certificated employee and will not be deducted from accrued sick leave.

### **33.3 Jury Duty Leave**

- A. If a certificated employee is called for jury duty, he/she is to notify the principal.
- B. In the event the certificated employee wishes to serve, the amount he/she is paid by the District will be his/her monthly salary. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay (WAC 357-31-315).
- C. The certificated employee/principal should consider the circumstances related to the adverse effect of lengthy absence upon his/her class. He/she may request his/her building principal to write a letter requesting his/her excusal from jury duty. Said letter then would be presented to the court for consideration.
- D. Jury duty leave is not defined as injury or sickness to the certificated employee and will not be deducted from accrued sick leave.

### **33.4 Military Reserve Training Leave**

- A. Pursuant to RCW 38.40.060, certificated employees shall be entitled to and shall be granted military leave of absence from employment for a period not exceeding fifteen days during each calendar year.
- B. Such military leave of absence shall be in addition to any vacation or sick leave to which the certificated employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay.
- C. During the period of military leave, the officer /certificated employee shall receive his or her normal pay.
- D. Military reserve training leave is not defined as injury or sickness to the certificated employee and will not be deducted from accrued sick leave.

### **33.5 Personal Leave**

- A. A certificated employee will be granted three (3) personal leave days each year, with two (2) personal leave day being convertible to cumulative leave up to a total of five (5) personal leave days in any given year OR end-of-year compensation at sub rate per day for unused personal leave days in any year. Personal leave is granted at District expense and must be arranged two (2) days prior to the day(s) requested by the certificated employee. No reason need be given.
- B. Personal leave may be denied if more than twenty percent (20%) of the staff is absent.
- C. Personal leave is not defined as injury or sickness to the certificated employee and will not be deducted from accrued sick leave. At the end of the school year, unless notice is given, the first remaining day will be rolled over to the next school year and any remaining days will be cashed out at the compensation rate in "A" above.
- D. Any personal leave taken in extension of the days granted above require prior approval by the Superintendent.

### **33.6 Professional Leave**

- A. Subject to recommendation by his/her principal and approval of the superintendent, a certificated employee may be granted authorization to attend educational meetings, conferences, or school visitations when his/her attendance could be considered to be of value to him/her professionally and to the school district.
- B. Temporary absence to attend educational conferences will be granted without loss of pay or sick leave. Necessary expenses may be reimbursed by the school district.
- C. Professional leave is not defined as injury or sickness to the certificated employee and will not be deducted from accrued sick leave.

## **34. NON-COMPENSATED LEAVES**

### **34.1 Association Leave**

- A. Up to ten (10) days leave per school year shall be provided for officers or authorized representatives of the Toutle Lake Education Association for Association business. Leave shall be granted upon Association request. The individual employee shall receive his/her pay as normal and the Association shall reimburse the District for the base per diem rate of pay.
- B. Whenever possible, notification of the leave shall be submitted by the Association President, in writing, to the superintendent fifteen (15) days before leave is to take effect. The Association President and the certificated employee shall be informed of the arrangements for the leave.

### **34.2 Leave of Absence Including Military Leave**

- A. A certificated employee shall be entitled to apply for a leave of absence, without pay for professional study, appointment to active duty from reserve status, rest and recuperation from an illness, extended travel, or working in a professionally related field.
- B. The duration of the leave shall be on the basis of individual need which shall be stated on the written application. Leaves shall be granted normally, for a duration of one year or one school term, i.e., one semester, or one calendar year, and shall expire on the previously agreed upon date. Certificated employees shall be granted military leave of absence when required by law.
- C. Should the certificated employee on leave feel an extension in the duration of the leave would be beneficial, the District will consider the circumstances. The procedure for filing for an extension shall be the same as applying for the initial leave of absence.
- D. Leave of absence is not defined as injury or sickness to the employee and will not be deducted from accrued sick leave.
- E. To be eligible for leave of absence, the certificated employee must have completed three (3) years of teaching experience, two of which must have been taught within the District. When certain cases involve extenuating circumstances, the District may consider waiving these requirements.

- F. While on leave, the certificated employee shall retain seniority in regard to maintaining his/her present position on the salary schedule. At the completion of the period of leave, the certificated employee will be placed in a position for which he/she is certificated.

## **35. GRIEVANCE PROCEDURE**

### **35.1 Purpose**

- A. The purpose of the following grievance procedure shall be to provide a means for resolution of personnel problems.
- B. Notwithstanding the expiration of this Master Contract, any claim or grievance arising hereunder may be processed until resolution.
- C. Working days as defined by our contract are regular calendar/school business days.

### **35.2 Definition**

- A. A grievance exists when an employee claims there has been a violation, misapplication or misinterpretation of the terms of this Agreement that may be grieved through Arbitration, Grievance (Formal)--Step 9.
- B. A grievance exists when an employee claims there has been a violation, misapplication or misinterpretation of any rule, order, policy, regulation, or practice of the District that may be grieved through the Decision of the Board of Directors, Grievance (Formal)--Step 8.
- C. The Association may grieve when there is an alleged violation, misapplication, or misinterpretation of the terms of this Agreement, any rule, order, policy, regulation, or practice of the District that will affect the Association members as a representative body. Probationary procedures are exempt from the Grievance procedure.

### **35.3 Grievant**

A Grievant is a contracted certificated employee represented by the Association or the Association as limited by the grievance definition.

### **35.4 Procedures**

- A. Grievances shall be processed as rapidly as possible. The 10 working days indicated at each step in the grievance process shall be considered as maximum, and every effort shall be made to expedite the process.
  - 1) During the summer, all days in the grievance process shall be normal business days.
  - 2) Time limits under unusual circumstances may be extended by written mutual consent.
- B. If the employee desires, he/she may be accompanied by a member of the Association at all steps of the grievance process.

- C. In order for a written grievance to be valid for commencement at Step 2, it must be filed at Step 1 within ten (10) working days of the date on which knowledge of the basis for the grievance occurred.

### **35.5 Steps in the Grievance Process**

- A. Complaint by Grievant, Grievance (Informal)--Step 1
  - 1) An employee must discuss the basis of the grievance with his/her Immediate Supervisor. The purpose of this discussion is to assure that both parties are aware of the facts relevant to the grievance and to attempt to reach a resolution of the grievance. Every effort shall be made to resolve the grievance at this informal grievance level.
  - 2) If a resolution of the grievance is reached, the grievance process continues through Step 3 to provide documentation of the mutual resolution of the grievance. Grievance process would end at Step 3.
  - 3) If a resolution of the grievance is not reached at Step 1, the employee may process the grievance through Step 3 to provide documentation of the inability to resolve the grievance. Grievance process would continue after Step 3.
  - 4) Distribution of the original and copy of this form is indicated on the form itself, and is the responsibility of the Grievant.
  - 5) Attachments to this form are indicated on the form itself and are the responsibility of the Grievant.
- B. Decision of Immediate Supervisor, Grievance (Informal)--Step 2
  - 1) The employee's Immediate Supervisor will complete and process the Decision of Immediate Supervisor, Grievance (Informal)--Step 2 form within 10 working days from the date of receipt of the grievance.
  - 2) Distribution of the original and copy of this form is indicated on the form itself, and is the responsibility of the Immediate Supervisor.
  - 3) Attachments to this form are indicated on the form itself and are the responsibility of the Immediate Supervisor.
- C. Grievant's Response to Decision of Immediate Supervisor, Grievance---Step 3
  - 1) The Grievant will complete and process the Grievant's Response to Decision of Immediate Supervisor, Grievance--Step 3 form within 10 working days from the date of receipt of the Decision of Immediate Supervisor.
    - a. If the Grievant accepts the decision of his/her Immediate Supervisor it will be so indicated on the form. The grievance process is ended.
    - b. If the Grievant does not accept the decision of his/her Immediate Supervisor it will be so indicated on the form. The grievance process continues to Step 4.
  - 2) Distribution of the original and copy of this form is indicated on the form itself, and is the responsibility of the Grievant.
  - 3) Attachments to this form are indicated on the form itself and are the responsibility of the Grievant.
- D. Judgment of Association, Grievance (Formal)--Step 4



If the Grievant does not accept the decision of his/her Immediate Supervisor, the Association President will complete and process the Judgment of Association, Grievance (Formal)--Step 4 form within 10 working days from the date of receipt of the Grievant's Response to Decision of Immediate Supervisor.

- a. If the grievance, in the judgment of the Association, does not merit further consideration, the Association will complete and process the Judgment of Association, Grievance (Formal)--Step 4 form.
    - (1) All paperwork forwarded to the Association President will be returned to the Grievant.
    - (2) The Grievant may appeal directly to the Superintendent without benefit of assistance and support of the Toutle Lake Education Association within 10 days of receipt of the Judgment of Association, Grievance (Formal)--Step 4 form.
    - (3) Distribution of the original and copy of this form is indicated on the form itself and is the responsibility of the Association President.
    - (4) Attachments to this form are indicated on the form itself and are the responsibility of the Association President.
  - b. If the grievance, in the judgment of the Association, does merit further consideration, the Association President will complete and process the Judgment of Association, Grievance (Formal)--Step 4 form.
    - (1) The formal grievance process will begin with the full assistance and support of the Association.
    - (2) Distribution of the original and copy of this form is indicated on the form itself and is the responsibility of the Association President.
    - (3) Attachments to this form are indicated on the form itself and are the responsibility of the Association President.
- E. Decision of the Superintendent, Grievance (Formal)--Step 5
- 1) The Superintendent will complete and process the Decision of the Superintendent, Grievance (Formal)--Step 5 form within 10 working days from the date of receipt of the formal grievance.
  - 2) Distribution of the original and copy of this form is indicated on the form itself, and is the responsibility of the Superintendent.
  - 3) Attachments to this form are indicated on the form itself and are the responsibility of the Superintendent.
- F. Grievant's Response to Decision of the Superintendent, Grievance (Formal)--Step 6
- 1) The Grievant will complete and process the Grievant's Response to Decision of the Superintendent, Grievance (Formal)--Step 6 form within 10 working days from the date of receipt of the Decision of the Superintendent.
    - a. If the Grievant accepts the decision of the Superintendent it will be so indicated on the form. The grievance process is ended.
    - b. If the Grievant does not accept the decision of the Superintendent and wishes to refer the above decision to the Board of Directors, it will be so indicated on the form. The grievance process continues to Step 7. This grievance may or may not be subject to arbitration.

- 2) Distribution of the original and copy of this form is indicated on the form itself, and is the responsibility of the Grievant.
  - 3) Attachments to this form are indicated on the form itself and are the responsibility of the Grievant.
- G. Decision of the Board of Directors, Grievance (Formal)--Step 7
- 1) A grievance forwarded to the School Board for its decision may or may not be subject to arbitration.
  - 2) The Board of Directors will meet with the Grievant in an effort to reach a mutually satisfactory solution, within 25 working days following date of receipt of the Grievant's Response to Decision of the Superintendent, Grievance (Formal)--Step 6.
  - 3) The Board of Directors will render its decision within 10 working days of such meeting by completing Decision of the Board of Directors, Grievance (Formal)--Step 7.
  - 4) Distribution of the original and copy of this form is indicated on the form itself and is the responsibility of the School Board representative.
  - 5) Attachments to this form are indicated on the form itself and are the responsibility of the Board of Directors' representative.
- H. Grievant's Response to Decision of the Board of Directors, Grievance (Formal)--Step 8
- 1) The Grievant will complete and process the Grievant's Response to School Board's Decision, Grievance (Formal)--Step 8 form within 10 working days from the date of receipt of the Decision of the Board of Directors.
    - a. If the Grievant accepts the decision of the Board of Directors it will be so indicated on the form. The grievance process is ended.
    - b. If the Grievant does not accept the decision of the Board of Directors and the GRIEVANCE IS NOT SUBJECT TO ARBITRATION, it will be so indicated on the form. The grievance process is ended.
    - c. If the Grievant does not accept the decision of the Board of Directors and the GRIEVANCE IS SUBJECT TO ARBITRATION, it will be so indicated on the form. The grievance process continues to Arbitration, Grievance (Formal)--Step 9.
  - 2) Distribution of the original and copy of this form is indicated on the form itself, and is the responsibility of the Grievant.
  - 3) Attachments to this form are indicated on the form itself and are the responsibility of the Grievant.
- I. Arbitration, Grievance (Formal)--Step 9
- 1) Grievances subject to arbitration and not settled in Step 8 may be appealed to arbitration.
  - 2) The Grievant will forward a copy of the Grievant's Response to Decision of Board of Directors, Grievance (Formal)--Step 8 form within 10 working days from the date of receipt of the Decision of the Board of Directors to the Association President. This form is considered the official written notice required for arbitration.
  - 3) The Association President shall contact the local Uniserv Office who will contact the American Arbitration Association within 10 working days from the date of receipt of the Grievant's Response to the Decision of the Board of Directors, Grievance (Formal)--Step 8 form, informing them of the need for an arbitrator. The arbitrator

shall be selected by the American Arbitration Association in accordance with its rules. These rules shall likewise govern the arbitration proceeding.

- 4) Jurisdiction of the Arbitrator
  - a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Master Contract (Agreement). The arbitrator shall decide all substantive and procedural arbitration issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitration issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the question of arbitration of a grievance prior to having heard the merits of the grievance.
  - b. The decision of the arbitrator shall be final and binding on the parties.
- 5) Arbitration Costs
  - a. Cost of the American Arbitration Association shall be borne equally by the District and the Association if the Grievant received assistance and support from the Association through the formal grievance process.
  - b. Cost of the American Arbitration Association shall be borne equally by the District and the Grievant if the Grievant did not receive assistance and support from the Association through the formal grievance process.

### **35.6 Grievance and Arbitration Hearings**

- A. All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place that will afford a reasonable opportunity for all parties entitled to be present, including any and all witnesses.
- B. All grievance hearings shall be heard during the work day and no teacher involved in the grievance hearing as a witness or Grievant shall suffer loss of salary or other benefits.

### **35.7 Grievance Files**

- A. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- B. The parties agree that the documents, communications, and records relating to any grievance may be referred to in any future grievance for a three (3) year period. Names of individuals participating in the grievance will not be revealed unless essential to the personnel action or litigation.

## **36. REDUCTION-IN-FORCE**

In the event the District adopts a reduced educational program (RIF) by reason of financial and/or curricular necessity, those certificated employees and other non-supervisory certificated employees who will be retained to implement the District's reduced or modified program and those adversely affected in contract status shall be determined in accordance with the following considerations:

### **36.1 Program and Staff Reductions**

- A. District superintendent recommendations to the school board for program and staff reductions:
  - 1) Shall maintain the district's compliance with:
    - a. Basic Education Act requirements or subsequent replacing legislation;
    - b. State Public School accreditation requirements specified in WAC or subsequent regulations, and;
  - 2) Shall include other programs or services as may be recommended to meet determined district needs.
- B. School board determination of the necessity to reduce, modify or eliminate programs shall consider the above criteria in that order.

### **36.2 Seniority**

- A. Staff reduction shall be by seniority. Experience gained as a substitute does not apply in this section. Fraction shall be defined as ninety (90) contract days or more equivalent to one (1) school year. It is understood that the certificated employee shall have a valid certificate throughout the contract period. Seniority shall be determined by applying the following criteria as presented on the "Staffing Categories Selection Form" (see form that follows this section), in the sequence given below:
  - 1) Teaching experience in years or fraction thereof in the State of Washington.
  - 2) Teaching experience in years or fraction thereof in the Toutle Lake School District.
  - 3) Number of credit hours beyond the BA or BS
  - 4) Participation in extra-curricular activities within the District will be given seniority over non-participation.
  - 5) Random lottery drawing among remaining equivalents.
- B. By March 1 of each year, the District will submit to the Association a seniority list.

### **36.3 Staff Reduction Procedure**

- A. In the event it becomes necessary to reduce the number of certificated employees, the following procedure will be implemented:
  - 1) The District will notify the Association President by May 15th of a potential RIF and submit with that notice a detailed report on the status of the District demonstrating conclusively that a financial or curricular problem exists requiring reduction-in-force action. The program requirements and projected student enrollment will be listed by building.
  - 2) In the event a reduction in force is necessary, the reduction shall occur by seniority at each level (K-6 and 7-12) or necessary content area (at the secondary level) in which the reduction is required. i.e. an elementary teacher with the lowest seniority would receive a RIF notice if there was a need to reduce a class at the elementary school. At the secondary level, this could be by department or endorsement.

- 3) Notification of staff reduction will be in accordance with applicable statute, regulations, and this Master Contract.
  - 4) While in insurance pool, individuals may continue group insurance program benefits, subject to insurance carrier regulations, by payment in advance of the premiums in a manner arranged through the district office.
  - 5) Affected employees shall, unless they request otherwise, be placed on District substitute certificated employee lists and shall be called on a priority rotation basis for short and long term duty. Acceptance of a long-term substitute position does not affect pool or rehire status.
- B. Each laid-off certificated employee shall be considered to have priority rehire rights for three (3) years following expiration of their individual contract in effect at the time of the staff reduction. Laid-off certificated employees shall have seniority until he/she submits written resignation or fails to accept a position pursuant to the RECALL PROCEDURE herein.

#### **36.4 Certificated Staff Recall Procedure**

- A. In the event that additional students enroll in the District, additional revenues become available, or a vacancy occurs, the District shall first recall all certificated employees in the Bargaining Unit who have been laid off before the District employs or assigns any additional personnel to fill teaching assignments. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position (last out, first in) with the following consideration where special certification is required by State regulation.
- 1) The District will offer up to 15 credit hours compensated course work to assist senior individuals in attaining appropriate certification endorsements to meet program requirements.
  - 2) When a more senior individual declines a retraining position, the assignment shall be filled by the next most senior individual, with the declining individual retaining his/her seniority and eligibility for the next available position.
- B. Certificated employees who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such certificated employees shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position which may become available later.
- C. Certificated employees who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time certificated employee with less seniority shall be recalled to any part-time teaching positions unless such a position is declined by all certificated employees (full and part-time) with greater seniority.
- D. The District shall give written notice of recall from layoff by sending a registered or certificated letter to said certificated employee, at his/her last known address. It shall be the responsibility of each certificated employee to notify the District of any change in

address. The certificated employee's address as it appears on the District's records shall be conclusive when used in connection with lay-off, recall, or other notice to the certificated employee.

- E. Any certificated employee so notified shall respond within ten (10) calendar days from receipt of said notice, whether the certificated employee accepts or rejects the position. If a certificated employee rejects a position for which he or she is certificated to teach, and such position is offered consistent with the aforementioned provisions of this Article, the certificated employee shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.
- F. The District's Affirmative Action Plan shall be maintained.

### **37. STUDENT DISCIPLINE**

- A. The District and employees will require acceptable behavior on the part of all students who attend school in the District. Such discipline will be consistent with the law and the provisions of this agreement.
- B. Employees will maintain good order and discipline at their work station and will cooperate in the maintenance of good order and discipline on school property. In accordance with RCW 28A.400.110, all staff shall work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.
- C. The District will support employees in their efforts to maintain discipline and will support the authority of using prudent disciplinary measures by employees. In exercising his/her authority to control and maintain discipline, said employee will use reasonable and professional judgment concerning matters not provided for in law, in District rules, regulations, or policies, or in the provisions of this Agreement. To support employees in maintaining discipline, the District will inform employees of any student with known, documented behavior problems prior to the first day of attendance. It is highly recommended that teachers review the cumulative files for their students to help in identifying any documented behavior problems.
- D. The District will provide a copy of current disciplinary rules, which must include a detailed description of rights, responsibilities, and authority of teachers relative to students.
- E. During the first week of school, the District will make available to each student and parent, rules regarding pupil conduct, discipline, and rights. The District will provide means for student awareness and understanding of District and building policies regarding student discipline.
- F. In accordance with RCW 28A.600.020(2), any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. 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. To confer, a principal or designee must offer the employee the choice to either meet

in person or electronically, and provide the employee an opportunity to ask questions and respond.

- G. The District will provide orientation through the building principals for all certificated employees concerning all rights, responsibilities, and processes affecting the maintenance of discipline. As part of such review, the specifics of the building disciplinary standards, procedures, rights, responsibilities and processes affecting the maintenance of discipline will be covered. Such orientation will be held during a contracted day before September 30. The District will provide a copy of the student discipline policy and/or procedures for each employee.
- H. The rules adopted pursuant to RCW 28A.600.010 shall be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

### **38. SPECIAL EDUCATION DISCIPLINE**

Students enrolled in special education programs are subject to the rules of the RCWs and WACs that specifically apply to them.

### **39. EMPLOYEE RELATIONS COMMITTEE**

The Association and the District agree to the use of a regularly scheduled Employee Relations Committee. The committee shall consist of at least the Association President, the Superintendent, building principals and Business Manager and others invited by those two. The committee shall develop a schedule of meetings in September for the purpose of discussing issues of importance to District/Association relationship, resolving problems arising from contractual interpretations, and address other issues that are deemed important. The procedures for committee operation shall be established by the committee in September. Such procedures shall include the use of agendas, the keeping of notes, and the establishing of a regular meeting time and location.

### **40. BUILDING/DISTRICT LEADERSHIP TEAM**

The District shall provide a \$1,000 stipend for the following number of building/district leadership team and PLC facilitators.

- One (1) stipend per grade level K-6
- One (1) stipend for K-6 specialist
- Up to six (6) stipends for grades 7-12 with equal representation from content areas.
- One (1) stipend for a counselor representative
- The current stipend for these positions includes attendance of up to two meetings per month.
- The role of the Building/District Leadership Team will be to represent grade levels and content areas with building and district administration to develop school and district goals, provide input on building/district decisions, act as communication between grade

level/content team members and leadership team and support the facilitation of building Professional Learning Communities.

**41. NEW EMPLOYEE MENTORING PROGRAM**

- A. When State funding is allocated or the BEST Consortium is available through ESD 112, the District will access the funds or participate in the program.
- B. If there is no state funding, the District and Association shall work together to establish and implement a mentor teacher program within the district.
- C. In order to implement a Mentor Teacher Program, the District and Association agree to the following provisions:
  - 1. The mentor teacher program shall be voluntary, and the District shall not require any bargaining unit member to apply to be a mentor.
  - 2. Selected mentor teachers (bargaining unit members) shall be paid the amounts agreed upon between TLEA and the District.
  - 3. No participating bargaining unit member shall be subject to any additional evaluation procedure not covered by the negotiated agreement.
  - 4. A mentor teacher (bargaining unit member) shall not in any way participate in, or contribute to, the performance evaluation of a beginning teacher (bargaining unit member).
  - 5. The Association shall be involved in any State and/or District evaluation of the mentor teacher program.
- D. Mentor teachers (bargaining unit members) shall be selected by a joint screening committee composed of District and Association representation.

**42. DURATION-Three (3) Years**

- A. Language remains in existence for three (3) years, 2022-2025. This Master Contract shall be effective from September 1, 2022 to August 31, 2025. Negotiations on a successor Master Contract shall begin at least sixty (60) days prior to the contract expiration date. If pursuant to such negotiations, agreement on a successor Master Contract is not reached prior to the expiration date, this Master Contract shall remain in effect throughout subsequent negotiations until a new Master Contract is negotiated. This agreement shall be amended or modified only through contract maintenance negotiations by mutual consent of the parties.
- B. The District and Toutle Lake Education Association agree to continuous contract maintenance throughout the life of this contract. Items in this Master Contract and in the Extra Curricular Contract may be opened by mutual written consent at any time throughout the school year and interim agreements will be binding for the remaining life of these contracts or until renegotiated.
- C. Interim negotiations shall begin prior to June 15 in any given calendar year. Items to be negotiated each year include legislative updates and implementation of flow-through salary and benefits, and Length of Contract/Calendar and Certificated Extra Work.



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Board Chairman

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Date

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TLEA Representative

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Date

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Superintendent

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Date