

COLLECTIVE BARGAINING AGREEMENT
Between
NORTH THURSTON PUBLIC SCHOOLS
And
NORTH THURSTON EDUCATION ASSOCIATION

Preamble

The North Thurston Public Schools (NTPS) and the North Thurston Education Association (NTEA) work to develop ongoing, collaborative and interest-based bargaining. We proudly commit to these practices as the base of our relationship because it serves the best interests of our students, educators and community. We believe that continued collaboration and openness will allow us to achieve the shared District mission of a “commitment to excellence: providing every student the academic and life skills necessary to succeed in a diverse world.” Our students will receive the highest quality education possible when we work together in support of students and families. Therefore, our strong, mutual relationship will not only serve our students today, but will provide the leadership foundation for future bargaining teams.

To accomplish our mission, both parties work to create shared values and beliefs that guide the generation of common interests. We believe that in order to best serve our students, we must support and empower teachers, and the profession of teaching. These shared beliefs are:

1. We believe that every student is worthy of the highest quality education possible.
2. We believe we are a learning organization that values teacher professional development, promotes shared leadership and collaboration and exemplifies research supported best practices.
3. We believe that students are best served when professionals make collective decisions based on the academic, social and emotional needs of children.
4. We believe in equity of opportunity for everyone in the district. Equity of opportunity means that resources are allocated to areas of highest needs so that issues of race, ethnicity, gender, language proficiency or socioeconomic status are not predictors of student performance.
5. We believe in our educators and will act in support of the teaching profession.
6. We believe that each school is in the best position to understand the needs of its students and community. To that end, we will encourage proactive and creative work that responds to the needs of children.
7. We value the diversity of our community and will seek to engage all communities in support of student success.
8. We believe in transparent communication about how we work to educate students.
9. We believe that economic or legislative barriers will not impede our positive, proactive approach to educating all students.

Development of Collaborative Bargaining Interests

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

1. Retaining and hiring a world class teaching force. This teaching force should also reflect the diversity of the student population and local community. Promoting a safe, healthy and supportive work environment for staff and students
2. Building a contract where the NTEA and district gain pride and a sense of accomplishment
3. Working toward exemplary working conditions in the areas of compensation, class size, workload, and teacher responsibilities.
4. Recognizing that higher levels of student achievement cannot happen with a "one size fits all" approach. The contract should allow for creativity and innovation in how schools respond to the learning needs of students.
5. Building a future-focused system for teacher evaluation and support. This interest acknowledges that teacher effectiveness is the most important factor in improving student achievement.

Article 1 - ADMINISTRATION

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

1.2 Such representation will include substitute certificated employees employed by the District for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitutes.

1.3 Such representation will include long-term certificated substitutes employed by the District. Long-term substitutes become employees when it is anticipated or comes to pass that a member of the bargaining unit will be absent from the employee's regular teaching assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive workdays. In addition, a substitute will be considered "long-term" when a certificated employee will be gone from a position for a period of time and, according to the Assistant Superintendent of Human Resources, it requires the substitute to take over

the full responsibilities of the position from the first day of the assignment. The per diem rate of pay for long-term substitutes will be \$175 per day regardless of the individual's education and experience.

Article 12 - Association Security, Article 19 - Evaluation, Article 21 - Assignment and Transfer, Article 22 - Contracts, Work Day, Payment, Article 23 - Leaves, Article 28 - Layoff and Recall, and Articles 37-43 - Compensation and Benefits, will not be applicable to substitutes.

Article 2 - STATUS OF THE CONTRACT

2.1 This contract will become effective when ratified by the Board and Association and executed by authorized representatives thereof, and may be amended or modified only with mutual consent of the parties.

2.2 This contract will supersede any rules, regulations, policies, resolutions and practices of either the District or the Association, which will be contrary to or inconsistent with its terms.

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

See Contract Variance Request Forms and Flow Chart in Appendix C.

Article 3 - CONTRACT COMPLIANCE

3.1 All individual employee contracts will be subject to and consistent with Washington State law and the terms and conditions of this contract. If any individual employee contract contains any language inconsistent with this contract, this contract, during its duration, will be controlling.

3.2 Neither the Board nor the Association will directly or indirectly engage in or assist in any unfair practices.

3.3 While this contract will be in force, neither the Association nor its members will engage in any concerted action against the District including, but not limited to, strike, work slowdowns and/or reprisals against Board members and/or administrators.

Article 4 - CONTRACT ADMINISTRATION

4.1 Association representatives will meet with the Superintendent, or designee, at least once per month during the school year to review and discuss current school problems and practices in the administration of this contract.

4.2 The Association will provide to the Superintendent, for the purposes of enabling effective communication and work with the Association, the names of its officers, committee chairpersons, building representatives and, in addition thereto, shall furnish a copy of its current constitution and bylaws.

Article 5 - CONFORMITY TO LAW

5.1 This contract shall be governed by the Constitution and laws of the United States and the State of Washington. If any provision of this contract, or any application of it to any employee or group of employees is determined to be contrary to law, such provisions or applications will have effect only to the extent permitted, and all other provisions or applications of the contract will continue in full force and effect.

5.2 Any provision or application of this contract that is determined contrary to law, but is, subsequent to that determination, found to be lawful, will take effect upon such finding.

5.3 Any section found contrary to law will be subject to reopened negotiations in an attempt to negotiate a successor section, which is not contrary to law.

5.4 For the purpose of this section, being found contrary to law includes noncompliance with regulatory requirements for funding and/or program approval and rulings from a court of law, the State Auditor and/or the Attorney General.

5.5 The Association declares and promises to indemnify and hold harmless the District, and its officers, agents, or employees against any claims made or any suit instituted against the District or said persons, individually or severally, resulting from the implementation of the provisions of this agreement.

Article 6 - DISTRIBUTION OF CONTRACT

Within thirty (30) days after the signing of this contract by the parties, the District will electronically post the contract. The District will tender to the Association five (5) copies of the contract for every work site. Fifty (50) additional copies will be provided to the Association. It will be the responsibility of the Association to distribute copies. All employees new to the District will, at the time of signing their individual contract, be

provided a copy of the contract by the District. The cost of printing the contract will be borne by the District.

Article 7 - ISSUANCE OF INDIVIDUAL EMPLOYEE CONTRACT

Each employee will be issued an individual employment contract, which will be renewed or not renewed by the District each year pursuant to the continuing contract laws of the State of Washington. All individual employment contracts will be subject to and consistent with Washington State statutes and this agreement. Employees will be issued an individual employment contract on or before June 1 of each year of this contract. Failure of the employee to execute and return such contract within ten (10) workdays of receipt of the offer at worksite will relieve the District of employment responsibility. The provision of Article 2, of this contract will, under the provisions of this section Article 7, be controlling with respect to employment agreements. Supplemental contracts when issued are pursuant to RCW 28A.400.200. Supplemental contracts are within the scope of RCW 28A.400.200. The individual contract rider and supplemental contract are included in this agreement as Appendices A through E.

Article 8 - CONTRACTING OUT

The District will not contract with a private corporation for the performance of duties currently performed by employees represented by the Association, provided that this Article will not obligate the District to operate programs or classes with its own employees, if such programs or classes do not attract sufficient enrollment to make them economically desirable to the District working with its own employees. The District will not contract with public or private bodies to offer classes in basic skills areas as defined by the Basic Education Law. This Article will not prohibit the District, in collaboration with Association, from entering into cooperative agreements with other public or private bodies for the offering of classes or programs except as noted above.

Article 9 - REOPENER CLAUSE

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

Article 10 - PAYROLL DEDUCTIONS

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

Article 11 - OTHER DEDUCTIONS

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

Article 12 - ASSOCIATION SECURITY

Any certificated employee not a member of the Association, and who does not, coincidental with signing a contract of employment, apply for membership with the Association, will pay a fee to the Association an amount equal to membership dues payable to the Association and the state and national Associations, provided, however, that payroll deductions for such fee will be made in the same manner afforded Association members, provided by law. This Article will safeguard the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee will pay an amount of money equivalent to regular dues and fees to a non-religious charity or to another charitable organization mutually agreed upon by the affected employee affected and the bargaining representative to which such employee would otherwise pay the dues and fees. The employee will furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission will designate the charitable organization. New employees (i.e., first hired for the ensuing year) who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association.

Article 13 - ASSOCIATION RIGHTS

13.1 The Association and its representatives will have the right to use District buildings for meetings and to transact Association business provided, however, such meetings must be scheduled with the building principal and will not have precedence over routine educational use or over previously scheduled use by other agencies.

13.2 Association members will have the right to use District facilities and equipment, including computers, copiers, fax machines, calculators, and AV equipment, at reasonable times to conduct Association business when such equipment is not otherwise in use. Direct operating costs associated with such use will be borne by the Association.

13.3 The Association will have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.

13.4 The Association will have access to individual employee mailboxes, or slots, and e-mail where available.

13.5 The Association and its representatives will have access to all District buildings and to all employees for purposes of conducting Association business provided, however, that exercise of this privilege will not conflict with regular school operations.

13.6 Representatives duly authorized by the Association to participate during working hours in negotiations, grievance procedures, conferences or meetings with representatives of the District will suffer no loss of pay. However, nothing contained herein will be construed to require such activities to be scheduled during regular school hours. The Board will provide to the Association a monthly up-to-date list of new certificated employees hired during the previous month, their assignments and rate of pay.

13.7 The District, upon request, will furnish at cost to the Association previously compiled but not limited to annual financial reports and audits, budgeting requirements and allocations, agendas and minutes of all Board meetings and such information as may be legally deemed public information regarding student enrollment and employee names and addresses.

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

- A. Regular and special school board agendas and minutes
- B. New policies and procedures for the NTEA President's book
- C. Annual Financial Report
- D. Annual Budget
- E. Bargaining unit directory
- F. Staff postings of openings

Article 14 - BOARD RIGHTS

All rights of the Board of Education, acting either directly or through its administrative employees, except as are specifically surrendered or limited by the provisions of this contract, are retained. Board rights so retained include, but are not limited to, the following:

- A) Hiring, assigning, promoting, supervising and for cause discharging or non-renewing employees in accordance with requirements of law
- B) Representing the electorate in determining educational needs, the school curriculum and District priorities, all consistent with provisions of applicable laws
- C) Obligating District funds
- D) Establishing the organization job descriptions and positions required in the District
- E) Directing the work of all employees
- F) Responding to emergencies of any nature
- G) Bringing the District programs within limits prescribed by law and regulation for funding of the District
- H) Curriculum and instructional program including the approval of instructional materials

Article 15 - DISTRICT/CITIZENS ADVISORY COMMITTEE

15.1 The Association will be notified and have the right to represent certificated employees of the District on committees within and/or pertaining to the District when federal or state rules and regulations do not otherwise mandate committee structure and/or membership.

15.2 In the case of parents' advisory committee and/or citizens' advisory committees, certificated employees will have the opportunity to participate as non-voting members when requested by the Association.

15.3 The Association President or designee will have the opportunity and option to appoint a member of the Association to serve on all district committees. All findings, conclusions or recommendations of such committees will be available to the Association. The Association may waive its rights to recommend employees to committees, when the Association deems it would be in the best interest of the District and the Association.

Article 16 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

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

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

16.3 No employee will be reprimanded or disciplined without just cause.

The employer agrees to follow a progressive discipline policy which normally includes verbal warning, reprimand, suspension without pay, with non-renewal or discharge as final and last resort; however, disciplinary action taken against an employee will be appropriate to the behavior which precipitates said action.

16.4 The District may elect to suspend an employee with pay during the course of a just-cause investigation.

16.5 The District's use of the evaluation process contained herein will not be used or considered as a reprimand or disciplinary action for the purposes of this section.

16.6 All information forming the basis for any disciplinary action will be made available to the affected employee upon his/her request, and any complaint made against an employee by any parent, student or other person, and not called promptly to the attention of the employee, will not be used as the basis for disciplinary action.

16.7 Formal actions by the Superintendent to dismiss, non-renew or adversely affect the contract status of an employee will be handled through the appropriate statutory remedy and will not be constructed as reprimands or discipline for the purpose of this section; however, in the event the Superintendent gives an employee a notice of probable cause for dismissal or adverse affect, the Superintendent will hold a conference with the employee within five (5) days after said notice at which the employee will be informed of all information forming the basis for the probable cause. The employee will be entitled to have present a representative of the Association at this conference.

16.8 Employees are expected to adhere to the provisions of the Internet Permission and Acceptable Use Form. See Appendix E.

Article 17 - ACADEMIC FREEDOM

17.1 Education is fostered and promoted in an atmosphere in which academic freedom for staff is encouraged and promoted, with due consideration to rights of the student and community. Academic Freedom includes studying, investigating, presenting or interpreting facts, information and ideas, and controversial issues. Teachers are entitled to academic freedom subject to accepted standards of professional responsibility within the framework of District policies and administrative procedures and the laws and rules of the State of Washington. The responsibilities include a commitment to democratic tradition; a concern for the rights, welfare, growth and development of children; objective scholarship and recognition of the maturity level of students.

17.2 Teachers are encouraged to provide for the free and orderly flow and examination of ideas in order for students to gain the skills necessary to gather and arrange facts, discriminate between facts and opinion, discuss differing viewpoints, analyze problems and draw their own conclusions.

17.3 Any complaint regarding instructional materials will be processed according to Board Policy and Procedure. The Association will be informed and provided a copy of any complaint resulting in the reconsideration of instructional materials and be given the opportunity to provide testimony in a public hearing according to Board Policy.

17.4 A teacher's transcribed evaluation of a student will not be changed prior to the matter being reviewed by a committee consisting of the teacher and principal involved, the Superintendent and the Association President or designee.

17.5 No mechanical or electronic device will be utilized to observe or place under surveillance any certified employee without his knowledge and consent. This section does not pertain to suspected criminal or professional misconduct investigations.

Article 18 - PERSONNEL FILES

18.1 Each certified employee in the District will have the right to inspect all material in an employee's District personnel file upon making an appointment during normal office hours. No secret, duplicate, alternate or other permanent personnel file will be kept anywhere in the District. Materials related to initial employment, such as college recommendations, will be destroyed or returned to the source upon employment of the individual, unless the employee notifies the personnel department within fifteen (15) days of the start of service to have the materials (including credentials and recommendations) retained. If the employee does so opt, the use of the materials will be limited to restrictions as may be imposed by the issuer of the materials. These materials will then be retained as a service to the employee.

18.2 Copies of all materials to be inserted in permanent personnel files, except those requested by the employee, routine reference materials such as transcripts, records of certification and those materials sent directly to the employee with copies directed to the personnel file, will be forwarded to the employee within ten (10) days after insertion. The employee will then have the opportunity to attach signed comments in reference to the material coincidental to its inclusion.

Any material, other than those covered by law, after a one (1) year period may be removed from the file upon request of the employee involved.

Prior to the removal of any material (summary of discussion letter, letter of direction, or materials referred to in Article 16.3), the author must be informed of the request and agree to the removal of the material. This section is subject to the grievance process as outlined in Article 46.

18.3 If the source of the material is no longer the current supervisor and/or no longer employed by the North Thurston Public Schools, the employee may make a request in writing to the Human Resources Office. That office will make a determination after conferring with all appropriate parties. Evaluation reports may not be removed from the file.

18.4 If a working file, including a computer file, is maintained at the building level, it will be subject to the requirements of this section. Computer working files, if maintained for an employee, will be maintained as a separate file for the individual employee.

Article 19 - EVALUATION AND PROBATION

19.1 Evaluation Requirements

19.1.1 Within each school, the principal or other administrator will be responsible for the evaluation of employees assigned to that school. The Superintendent will determine lines of responsibility for evaluation of any employee who is assigned to more than one (1) school and the employee will be so notified.

19.1.2 Each employee will be evaluated in accordance with the criteria appropriate to the employee's position as set forth in Appendix D. Evaluations will be documented on the appropriate report form and supplements as set forth in Appendix D.

19.1.3 During each school year, each employee will be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year will be not less than sixty (60) minutes. One (1) observation for a total time of thirty (30) continuous minutes will be required in connection with the evaluation of all employees and further, all employees newly employed by the District will be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes.

19.1.4 All employees, including new employees, will be evaluated annually. Such evaluations will be completed not later than June 1 of the year in which the evaluation takes place.

If an employee resigns during the school year, a final evaluation will be completed prior to the resignation date.

19.1.5 In addition to the observations and evaluations required above, evaluators may make additional observations and evaluations at any time during the school year.

19.1.6 Factors affecting an employee's performance which are beyond the employee's control will not be relevant to the employee's evaluation and either the employee or the evaluator may note such factors on the evaluation form.

19.1.7 A copy of any evaluation material placed in an individual's personnel file will be given to the individual, will bear the dated signature of the originator and will be signed and dated by the employee to indicate that the materials were seen. The certificated employee will also have the right to attach a signed and dated statement to any future item in his/her file provided that any such rebuttal will also be signed and dated by the originator of the rebuttal materials to indicate only that the materials were seen. Attachments may be included only as specified on the summative evaluation form.

19.2 Evaluation Procedures

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

19.2.2 An evaluation report will be completed when, in the opinion of the evaluator sufficient observations have been completed so that the evaluator can adequately evaluate the professional performance of the employee. The duration of such observations will not be less than the minimums stated in paragraph 19.1.3 above.

19.2.3 Within five (5) work days after the preparation of the evaluation report form, the evaluator will hold a conference with the employee for the purpose of discussing the report. The employee will receive a copy of the report and will sign the District's copy to indicate that a copy of the report was received by the employee.

Regarding the evaluation, the employee will have the right to make comments on the evaluation form. If the evaluator recommends an employee for probation, the employee will be so told at the time of the conference.

19.2.4 Distribution of the final evaluation form (s) will be:

- A. Original - District personnel file
- B. First copy -principal or supervisor
- C. Second copy - employee

19.3 Probation

19.3.1 Establishment of Probation Period

If the superintendent concurs with the supervisor's judgment that the employee's performance is unsatisfactory, the Superintendent will place the employee on a probationary status beginning on or before January 15th and ending May 1st. If an employee is to be put on probation, an evaluation of the employee must be made prior to the start of the probationary period. After October 15th, but no later than January 15th, the employee will be given written notice of the action of the Superintendent which notice will contain the following information:

- A. Specific areas of performance deficiencies
- B. A suggested specific and reasonable program for improvement

19.3.2 Evaluation During the Probationary Period

19.3.2.1 At or about the time of the delivery of a probationary letter, the evaluator will hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

19.3.2.2 During the probationary period, the evaluator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. Other administrators involved in the probationary process will give the employee notice prior to observations. This notice may occur at the beginning of the probationary period and need not specify the frequency, dates or duration of the observations.

19.3.2.3 The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation.

19.3.3 Evaluator's Post-Probation Report

The evaluator will submit a written report to the Superintendent at the end of the probationary period that will identify whether the performance of the probationary employee has improved.

19.4 Professional Growth Option - Formative Evaluation Strand

19.4.1 The Professional Growth Option (PGO) process is designed to be cooperative effort on the part of the evaluator and the teacher in atmosphere of trust and respect. The primary focus of the PGO will be to improve teaching and encourage professional growth.

19.4.2 Pursuant to and in concert with WAC 392-191/192, it is affirmed that participation in the North Thurston Public Schools Professional Growth Option evaluation system must be agreed to by the principal and wholly optional on the part of the employee. However, should an employee wish, he/she may request a written explanation of the rationale on which denial to participate in PGO was based with the following restrictions:

- A. Information will be solely by request and between the parties involved
- B. Rational shared between the parties will be considered informational and not construed as evaluative, disciplinary or in any way a form of reprimand
- C. Information shared will not be placed in personal filed nor working files
- D. The administration may request that the employee provide in writing the reasons the employee wishes to participate in PGO

This section is intended to provide a sharing opportunity between employees and their administrators by opening communication regarding differences.

Nothing contained herein should be construed to negate either party's responsibility to avoid arbitrary or capricious decisions and allow for basic human dignity.

Article 20 - STAFF PROTECTION

20.1 The District will include teachers as additional named insured on the District's liability and errors and omissions insurance coverage. The scope of protection will not exceed the coverage purchased for the District.

20.2 The District agrees to select an insurance carrier who also agrees to defend, indemnify and hold harmless against any and all claims, suits, orders, or judgments brought or issued against the teacher as the result of any action taken or not taken by the teacher in the course of performing his/her job, excluding intentionally caused injuries and/or damages.

Article 21 - ASSIGNMENT, VACANCIES, PROMOTIONS AND TRANSFERS

21.1 Definitions

The following definitions will be applicable to this section:

- A. Assignment - The academic subject or combination of subject areas in which an employee teaches or performs and/or the grade level or combination of grade levels in which an employee teaches or performs
- B. Reassignment - A change in an employee's assignment within the employee's current work location
- C. Transfer - The change in an employee's assignment from one school to another
- D. Vacancy - An assignment for which the District seeks qualified applicants from the public and from current employees from other school buildings
- E. Free Agent - An employee who has expressed an interest in transfer and/or reassignment through the Career Interest File

21.2 Assignment, Reassignment, and Transfer

The determination of an employee's assignment, reassignment and transfer is the prerogative of the District within the parameters of this collective bargaining agreement and State law.

21.3 Career Interest/Transfer Request File

21.3.1 A Career Interest/Transfer Request file for interested employees will be annually established and maintained by the District. To be included in the Career Interest/Transfer Request file, an employee must supply data on a form provided by the District to the Human Resources Office not later than the last working date of March. Employees are encouraged, but are not required, to include a current resume and/or a letter of interest. Via such data employees may express their interest in reassignment and/or transfer. Prior to June 15th, free agents must contact the Human Resources Office (contact must be followed up by written notification) regarding specific positions that are open and the Human Resources Office will then forward the employee's Career Interest data to the supervisor.

21.3.2 After June 15th, the District will inform free agents concerning vacancies in which file data indicates an interest exists. Such contacts will be only after June 15.

21.3.3 Free agents so contacted will be made aware of the fact that a vacancy exists in an area in which they are interested and they will be invited to apply for such vacancy and be informed of the application procedures. Should a free agent be determined not qualified for the vacancy based on a review of the application materials, such free agent will be so informed that a decision is made. Free agents not so notified will be interviewed for vacancy. The Career Interest/Transfer Request file will also be used to provide an opportunity for voluntary teacher exchange. Such an exchange will be subject to the same determination of qualifications as is the filling of vacancies.

21.3.4 Employees may use the Career Interest/Transfer Request file to notify their principals and the District of a desire to job share. Job sharing opportunities may be provided contingent upon the development of a plan that is approved by the building allocated staffing for that worksite. If the teachers and the principal/supervisor are unable to reach mutual agreement regarding the plan, the matter may be referred to Human Resources Office for review.

21.4 Specific Vacancy Request

Regardless of filing a Career Interest/Transfer Request, an employee may apply for any specific position that comes open by completing a Specific Vacancy Request form. This request will be sent to Human Resources and then forwarded to the supervisor for review.

21.5 Vacancies Near the Commencement of Classes

Vacancies that are created during a period, which starts on the 14th day before the commencement of classes and ends on the Monday of the second week of classes, will be subject to an expedited interview and hiring process as may be necessary under the circumstances. Free agents who have declared career interests which match with the vacancy will be interviewed. Vacancies that occur after this period will be filled by non-District employees; however, such resulting assignments will be considered as vacant for the following school year for purposes of attempting to match in-District employees to such vacancies. A person hired after this period will not be considered to have been involuntarily transferred by the fact that the assignment held will be considered as a vacancy for the following school year.

21.6 Declaring A Vacancy

21.6.1 When declaring a vacancy, the District will post on the district website, and provide in each building and to the Association, a "position available" notice that will state the job description, job specifications and at least the minimum qualifications needed for filling the position. Said notice will also state the procedures to be followed in applying for the position. All vacancies will be filled on the basis of applicant qualifications as determined by the District, in relation to the job specifications, and the continuity of District programs. Such determination of job qualifications will not be arbitrary and capricious. If applicant qualifications are comparable, current employees will be given preference; however, involuntary transferees who are qualified for a vacancy will be given the first opportunity to fill it.

21.6.2 Employees who desire to transfer will complete a career interest form with the Human Resources Office within seven (7) calendar days of the posting. An applicant will be interviewed for the position if the employee meets the following criteria:

- A. Areas of Experience
- B. Interest in the Position
- C. Certification (Including Level of Endorsement)

- D. Length of Service
- E. Academic Majors and Minor or Subject Area Endorsement
- F. Program Considerations

Principals or immediate supervisors may prescreen applicants. If candidates are substantially equal in the aforementioned criteria, principals or immediate supervisors will only have to interview the three most senior candidates.

21.6.3 Upon request of the applicant employee whose application has been denied, the employee may receive a written statement explaining the reason (s) for the decision. It is understood that the affirmative action needs of the District may be predominant in determining qualifications of applicants.

21.7 Involuntary Transfers

The District's decision to transfer employees will not be made on the basis of co-curricular availability of employees. The District will seek voluntary movement within a building prior to involuntary transfers from that building. The District will select involuntary transfer between work sites according to the least standing on the Reduction in Force list among those available to be transferred. Employees involuntarily transferred will be included in the Career Interest File noting that they are involuntary transferees. Employees will be assisted in transferring to their new assignment. Assistance may include, but not limited to moving professional materials, time to set up the program, and mentoring.

Involuntary status may be granted by the District to encourage a transfer and provide the employee the ability to retain their original assignment.

The Superintendent may involuntarily place an employee to another work site to:

1. Serve the best educational interests of the students
2. Serve the best interests of the school staff and/or community

Reassigned employees will not have rights back to the original work site. Such assignments will not be made arbitrarily or capriciously.

21.8 Notification of Assignment

All employees presently employed will be given tentative notice of their specific assignment (s), building assignments and room assignments for the forthcoming year not later than the last student day of the school year.

21.9 Job Sharing

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

21.9.2 Employees interested in job sharing must apply annually in writing to the Assistant Superintendent for Human Resources by April 1.

21.9.3 Responsibilities of an assignment by two job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of the Principal and Assistant Superintendent for Human Resources.

21.9.4 Educational employees holding job-sharing assignments will be granted the appropriate annual fractional leave (s), subject to the provisions of the Collective Bargaining Agreement.

21.9.5 The two (2) educational employees sharing one (1) full-time benefit package, subject to the provisions of the Collective Bargaining Agreement and District insurance contracts. In the event a long-term replacement is required for a job sharer, the District may offer the position to the other educational employee sharing that particular job.

21.9.6 Job sharing partners may substitute for one another at substitute pay.

Article 22 - CONTRACTS, WORK DAY, AND PAYMENT

22.1 Certificated Employee's Contract

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

22.2 Copies of Contract

Two (2) copies of a contract will be given to the certificated employee each year for signature. The employee will retain one (1) copy at the time it is signed. The other copy is returned within ten (10) work days of receipt of contract to be placed on file in the Human Resources Office.

22.3 Release from Contract

Certificated employees, each spring, will be asked to sign a contract indicating intent to return the ensuing year. Once that contract is signed, a certificated employee will be released from the contract obligations under the following conditions:

A. Prior to the last student day

1. Submit a letter of resignation to building principal and Human Resources.
2. Release from contract will be granted.

B. After the last student day

1. Certificated employee should notify building principal and/or Human Resources of intent to be released from contract or to work in another district.
2. Submit letter of resignation to Human Resources at earliest opportunity.
3. Release from contract will be granted upon determination of an adequate replacement.

C. A release from contract can be granted in case of illness or other emergency matters that make it impossible for the certificated employee to continue in the district.

22.4 Length of Contract

22.4.1 The length of the regular certificated employee contract will be comprised of the following components.

- A. One hundred eighty (180) designated school days
- B. State funded Learning Improvement Days designed at the building level under the supervision of the building principal.
- C. Four (4) teacher work days: one (1) day prior to the opening of school and three (3) days for the District Professional Development.

In accordance with Article 24, the District and the Association will mutually agree on a calendar which will specifically identify the dates for items A and C above.

Item B will be scheduled by each building principal no later than October 1 of each year. Specific dates for each building will be forwarded to the Assistant Superintendent of Human Resources and shared with the Association President no later than October 15 each year. Any subsequent changes to the schedule must be approved by the Assistant Superintendent of Human Resources.

22.4.2 Any extension of contract days by the District will be computed by the certificated employee's contracted annual salary divided by the number of state funded days.

22.4.3 The requirement to attend along with the payment for all days identified in Section 22.4.1 item C and 22.8 may not be operative, as approved by the board of directors, during any school year that the District has implemented a formal NTEA reduction in force due to a significant change in funding or a levy failure. If this section is implemented, the District and Association will meet to discuss the impact that the lack of, or change in funds, will have on all sections within Article 22.4 and 22.8.

22.4.4 On the last day of the student year, as a result of contact time completed during the year, staff will be allowed to leave the work site after completing or arranging a check out procedure with the principal or supervisor. Refer to Article 36 - Report Cards.

22.5 Length of Work Day

22.5.1 Certificated employees will begin their duties not less than thirty (30) minutes before the regular student day or scheduled shift begins and will continue not less than thirty (30) minutes after the regular student day ends, provided the minimum day, including a continuous thirty (30) minute duty-free lunch period will be seven and one-half (7 1/2) hours. Schools may choose a flextime model for before and after school time. Such models will be developed collaboratively and approved by the bargaining team. Two (2) building faculty meetings per month may extend the work day of the employees by a reasonable length. Reasonable is generally defined as up to thirty (30) minutes.

22.5.2 Because learning occurs outside the regular classroom situation and that a quality general school climate contributes to more effective, efficient learning inside the classroom, it is important that trained certificated staff be associated with students as they participate in any activity for which the school assumes responsibility. Assignment of out-of-workday supervisory activities will be made on a voluntary basis. In the case of an emergency, supervisory activities may be assigned in order to respond the emergency.

22.6 Payday

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

22.7 Maintaining Certification

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

22.8 Supplemental Compensation/Responsibility Contract Payment

22.8.1 Responsibility Contract – Additional pay will be provided for each member for additional responsibilities performed in service in accordance with Appendix A. The amounts shown are per full time equivalent and will be prorated for less than full time employees, including employees in a job share situation. No responsibility contract will be provided to employees on sabbatical.

22.8.2 For the 2010-11 and 2011-12 school years the time, responsibility and incentive (TRI) compensation will be the amount shown on Appendix A.

For the 2012-13 school year and thereafter, the District and Association agree that TRI compensation for teachers will be determined based on an annual survey of contracts of regionally comparable school districts. Regionally comparable schools districts are those having at least 4,000 student AAFTE in the previous school year and are within 20 air miles of the District. Appendix A reflects the districts meeting this criteria during the 2009-10 school year.

For the 2012-13 school year, the District will provide TRI compensation equal to the sixth (6th) highest TRI amount on the comparable survey rounded up to the next half day for the minimum salary on the statewide salary schedule. For teachers above the base salary, the additional salary will be increased based on the mix factor as calculated for the state salary schedule in effect that year.

For the 2013-14 school year, the District will provide TRI compensation equal to the fifth (5th) highest TRI amount on the comparable survey rounded up to the next half day for the minimum salary on the statewide salary schedule. For teachers above the base salary, the additional salary will be increased based on the mix factor as calculated for the state salary schedule in effect that year.

For the 2014-15 school year, the District will provide TRI compensation equal to the fifth (5th) highest TRI amount on the comparable survey rounded up to the next half day for the minimum salary on the statewide salary schedule. For teachers above the base salary, the additional salary will be increased based on the mix factor as calculated for the state salary schedule in effect that year.

If the competitive analysis calculation represents a decrease, the supplemental amounts shall be those of the previous year. This section will become inoperable in any year where state laws impact the state salary schedule, impact laws effecting supplemental contracts, or any years impacted by a levy failure or significant reduction of state funding. In the presence of any of these conditions, the District and the Association agree to meet and discuss the impact with respect to TRI compensation.

22.8.3 Supplemental Time for Experienced Employees

Beginning with the 2012-13 school year, and through the remaining years on the contract, an additional .5% of TRI compensation will be provided for teachers who have completed 19 years of service, 1% for teachers who have completed 24 years of service, 1.5% for teachers who have completed 29 years of service.

22.8.4 District Professional Development Time

Each certificated employee will verify participation in at least thirty (30) hours of District Professional Development Time which is included in the Responsibility Contract. Before October 15th the District will publish, and then update monthly, a menu of approved activities.

The purpose of District Professional Development Time activities is to further the District's instructional plan. Included in the District Professional Development Time

menu will be options where certificated employees can propose activities through their building principal and/or through an appropriate Director of Instruction. Upon approval, such options can be submitted for verification.

Certificated Employees opting not to participate in, or verify participation in approved activities, will have the pro rated equivalent deducted from their contract or pay.

Article 23 - LEAVES

23.1 Illness, Injury and Emergency Leave

23.1.1 General Provisions

Certificated employees of the District are granted twelve (12) days leave per year, without loss of pay, for illness, injury, and/or emergencies. Certificated employees can utilize up to three days of accumulated sick leave for emergencies. Such leave which is unused is cumulative to a maximum of 180 days (1440 hours). For usage purposes, not cash-out purposes, an employee with a maximum accumulation will be entitled to use those days of leave granted at the start of a school year which would cause the accumulation to exceed 180 days (1440 hours). All leaves will be reported on District forms as specified by procedures and within stipulated times.

23.1.2 Eligibility for Leave

Pursuant to provision of Washington State law, accumulated sick leave may be transferred from one (1) District to another when a certificated employee changes employment. The District accepts responsibility for certificated employee sick leave accumulated within the provisions of Washington State law by newly employed certificated employee with prior experience. Sick leave accrues at a rate of twelve (12) days per contract year. Sick leave does not accrue during unpaid leaves of absence.

23.1.2.1 Definition of Family

Immediate family is defined as spouse, domestic partner, children, parents, sister, brother, aunt, uncle, niece, nephew, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and/or any legal custodial relationship.

23.1.3 Sick Leave Utilization

23.1.3.1 A certificated employees must notify his/her administrator of pending absence at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service.

23.1.3.2 For illness, accumulated sick leave will be available for utilization as needed. However, in instances of extended absence beyond five (5) consecutive workdays, the certificated employee will provide such verification by a physician of the illness, or other use of sick leave as described below.

23.1.3.3 For injury, injuries occasioned off the job will be treated as illness for the purpose of this contract.

23.1.3.4 A certificated employees injured on the job will inform the District in writing that he/she is using Industrial Insurance.

23.1.3.5 For planned surgeries or anticipated disablements that will necessitate illness or injury leave, the affected employee will notify the employee's immediate supervisor a reasonable time before the leave is required of the intent to take such leave.

23.1.3.6 Maternity, childbirth and recovery from childbirth, immediately following said birth, will be considered approved uses for sick leave.

23.1.3.7 An employee's accrued sick leave may be used for an employee's child with a health condition requiring treatment or supervision.

23.1.3.8 An employee's adoption of a child will be considered an approved use of sick leave. Approved adoptive uses of sick leave will include the employee meeting with an adoption agency, attorney or physician, health verification of the employee, home visitations, travel time to pick up adoptive child, and support of an adoptive child after placement in the home. Verification of an employee's absence will be provided the District for absences of more than five (5) consecutive days by an attorney, adoption agency or physician. The adoption of a child by an employee qualifies for other leave provisions of this contract in Article 23.1.5, Family and Medical Leave.

23.1.4 Association President's Leave

The president of the Association will be granted a leave with pay for one (1) year, provided all costs to the District are reimbursed by the Association. During such leave, the president will accrue seniority, salary increment, retirement credit as allowed by the Teachers Retirement System (TRS), and other related benefits. Upon request, such leave will be extended annually. Upon return to the District, the employee will be placed at the teaching level occupied prior to the leave.

23.1.5 Family and Medical Leave

The North Thurston Public Schools agrees to the provisions of the Family Medical Leave Act and agrees to extend these provisions to all members of the North Thurston Education Association. (Ref. P.L. 103-3)

23.1.6 Emergencies

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

1. The problem must be suddenly precipitated and must be of such a nature that preplanning is not possible.
2. The problem cannot be one of minor importance or of mere convenience, but must be of a serious nature that cannot be handled outside the regular workday.

It is not the intent of this emergency leave proviso to provide or expand upon or add to vacations, weekends, or other types of leave where preplanning could reasonably have prevented the problem. Employees who take leave for reasons not valid under the above definitions will be subject to appropriate discipline action.

23.1.6.2 In the event of the birth of a child of the spouse or the adoption of a child, five (5) days of sick leave with full pay will be allowed.

23.1.6.3 The event of an illness in the immediate family of an employee will constitute a proper use of accumulated sick leave as outlines below. Three (3) days of sick leave per occurrence which may be extended two (2) additional days because of distance or other extenuating circumstances may be used for family illness as defined above.

23.1.6.4 In the event of a death in the immediate family of an employee, three (3) days of bereavement leave per occurrence, which may be extended two (2) additional days because of distance or other extenuating circumstances, may be used. Bereavement leave may also be available at the discretion of the District so that an employee may attend a funeral for a student or for a member of a student's family. Additional requests for bereavement leave must receive approval from human resources.

23.1.7 Shared Leave Program

The District and Association agree to the provisions of the Shared Leave Program which permits employees to donate excess leave (defined by state law and district policy) to an employee suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. The District may require confirmation of the extraordinary and severe illness.

The program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment.

23.1.8 Cash-Out

23.1.8.1 Consistent with RCW 28A.400.210 and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days.

At the employee's option, unused sick leave days can be cashed out in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days of each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month, a maximum of 12 (twelve) days per year, and/or 180 days.

23.1.8.2 At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. (Refer also to Article 45, Sick Leave Conversion)

23.1.8.3 For the purposes of this provision, retirement will be defined as when an employee is eligible to receive benefits under Washington State Teacher's Retirement System (WSTRS) or Public Employees Retirement System (PERS).

23.2 Jury Duty Leave/Subpoena Leave

Leaves of absence with pay are to be provided for jury duty. The employee will immediately inform the District upon receiving notification to serve on jury duty. An employee who is lawfully served a subpoena that requires absence from work will be granted leave to comply with the subpoena if the basis for it, in the opinion of the District, is directly related to the employee's work as an employee of the District.

23.3 Professional Visitation

The Board of Education believes that opportunities for the District's certificated staff to observe other programs and teaching activities that are exemplary in nature will result in improved educational services for the District's students. This goal may be achieved through, but not limited to, site councils, building budgets, mentor programs, professional growth options, grants, instructional services and other programs.

23.4 Sabbatical Leave

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

- A. Advanced study to improve teaching competency
- B. Research
- C. Travel
- D. Work experience
- E. Other programs approved by the Superintendent and the Board that will improve the quality of the employee's services to the District.

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

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

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

- A. The merit of the proposed plan and its relationship to improve service to the students of the District in terms of improving the employee's professional competency.
- B. An attempt will be made to grant such leaves according to proportionate representation among employees at the elementary, middle school and high school.
- C. Seniority in the profession will be considered.

23.4.4 No employee will be granted this leave for the year following the failure of a local maintenance and operating levy.

23.4.5 Applications approved by the Superintendent will be submitted to the Board for final approval which is required for the leave to be granted.

23.4.6 Employees granted this leave will receive a stipend equal to one-third of the amount of the NTEA membership's average salary during the previous full-time contract year. Receipt of this stipend will carry the obligation of two (2) years additional employment with the District. If the applicant returns for one (1) year only, one-half (1/2) of the stipend will be repaid within three (3) months of termination of contract. The District will make contributions toward the applicant's insurance plans in an amount equal to one-third (1/3) of the amount of full-time employees. Re-employment will be in the same or a similar position as previously held. This leave will be equivalent of in-District employment for the purpose of accruing experience on District schedules.

23.4.7 The applicant will submit a report to the Superintendent giving the substance of the program in which the applicant was engaged and indicating the value to the District that the applicant believes grew out of the experience. This report will be submitted within thirty (30) days of the employee's return to work.

23.5 Leaves of Absence

23.5.1 Leaves of absence for up to one (1) year without pay may be granted to certificated employees for the purpose of study, travel, teaching in another District or working in a professionally related field.

23.5.2 Requests for leaves of absence for one (1) year should be submitted prior to April 1 of the year preceding the duration of the leave. Such leaves may be renewed upon recommendation of the Superintendent.

23.5.3 Leaves of absence without pay for developing parental relationships for a new child may be granted by the Board to one (1) spouse/parent only, not to exceed the remaining balance of the school year during which the leave is requested (through August 31). Such leave must be requested and approved by the Board prior to the end of the medically approved absence in the event of a child's birth or thirty (30) days prior to the assumption of parenthood in an adoption.

23.5.4 When leaves of absence are granted under the provision of this contract, conditions, if any, attaching to the leave will be enumerated in the Board's approval action.

When the purposes of the leave are such that it is justified, the Board may grant the leave with the condition that the North Thurston Public Schools will accept it as an additional year of experience for purposes of computation of salary in future years.

23.5.5 Requests for an unpaid leave of absence without pay for less than one year are directed to the Assistant Superintendent of Human Resources. The district is not supportive of unpaid leaves of absence (less than one year) beyond the provisions of this section.

23.6 Leave for Professional Meetings

23.6.1 Employees may be allowed to attend instruction/curriculum-related professional meetings upon the approval of the Superintendent or his designee. Requests to attend such meetings will be made to the Superintendent in writing as far in advance as possible.

23.6.2 Employees may attend, in accordance with RCW 41.59, other types of professional meetings upon approval of the Superintendent or designee in accordance with the following criteria:

- A. This time will be spent meeting or conferring with District representation and/or for reasons designed to enhance the working relationships between the Association and the District.
- B. The leave must be requested by the Association for a specified purpose which is in accordance with 23.7.2 A above. The request will be in writing and state the employees involved. This leave time will not be used for Association business, which is not in accordance with 23.7.2 A above.
- C. This leave is available with the cost of a substitute for the employee on leave to be reimbursed to the District by the Association.

23.6.3 The Association agrees to hold the District harmless and reimburse the District for any costs or payments incurred or made under this section which are found to be contrary to law.

23.6.4 Those association members who are involved extensively at the local, regional, state level, or national level, will annually provide their supervisor and the Human Resources Office by September 30 of each year a calendar of known Association leave days and anticipated activities.

23.7 Personal Leave

23.7.1 Employees will be entitled to two (2) days of personal leave per year. Unused personal leave may be accumulated to a maximum of six (6) days of personal leave per year. A maximum of six (6) days may be used in any school year. Unused personal leave may be converted to sick leave on a one-to-one basis annually upon written request by an employee on or before April 1 of the contract year. No more than four (4) days may be carried forward to the next school year.

23.7.2 Personal leave may be used at the discretion of the employee and approval of the principal subject to the following conditions:

- A. Notice and approval will be given at least twenty-four (24) hours ahead of the beginning of the work day being taken.
- B. Appropriate lesson plans are to be provided for the substitute.
- C. A qualified substitute must be available and assigned a job number
- D. Personal leave is not be used on the first or last day of a semester.
- E. Regarding days immediately before or after school holidays or vacations, notice of the desire for leave is made and approved not less than twenty (20) workdays prior to the leave.
- F. The twenty-four (24) hour notice will be waived in case of emergency.
- G. In the event of a potential substitute shortage:
 1. The Human Resources Office will notify the buildings one week in advance that a certain day was in question.
 2. The Human Resources Office will notify the buildings, ask them to announce the potential substitute shortage, and ask employees to voluntarily cancel personal leave.
 3. The Human Resources Office will also ask the Instructional Division to look at rescheduling in-service trainings.
 4. During that week, individuals requesting personal leave will be notified on a first come, first serve basis if substitutes become available.
- H. Members cannot request leave without pay for the purpose of extending personal leave use (see section 23.5.5 regarding unpaid leave provisions).
- I. In certain unusual, unforeseen, and/or emergency circumstances, the Assistant Superintendent of Human Resources may approve an unpaid absence. Denial of an unpaid absence request is not subject to the grievance procedure.

23.7.3 All unused personal leave may be cashed out in June, or at time of separation from the district, at the certificated substitute rate of pay if requested by the employee in writing no later than June 10th. The request will include the number of days the employee is requesting to have cashed out.

23.8 Military - Leaves for Public Employees

An employee of the state or of any county, city or other political subdivision thereof, who is a member of the Washington National Guard, or Marine Corps reserve of the United States, or of any organized reserve or armed forces of the United States, will be entitled to and will be granted military leave of absence from such employment for a period not exceeding fifteen (15) days during the calendar year. Such leave will be granted in order that the person may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence will be in addition to any vacation or sick leave to which the officer or employee might otherwise be entitled, and will not involve any loss of efficiency rating, privileges, or pay. During the period of military leave, the officer or employee will receive from the state or county, city or other political subdivision, his normal pay. An employee will take military leave during non-student days if permitted by the leave request institution.

Article 24 - CALENDAR

There will be no deviation or change in this calendar except by mutual agreement of the Board and the Association, or as necessitated by a Board or Superintendent-declared emergency. The District will reschedule emergency days after conferring with the Association.

24.1 The District and the Association will work from a perpetual calendar with guidelines as outlined below:

- A. The first day for teachers will be the first Tuesday after Labor Day
- B. School will not be scheduled on all negotiated legal holidays and the Friday following Thanksgiving
- C. Winter break will be no less than 10 work days, beginning no later than December 23
- D. Spring Break will be one full week during the first three weeks in April, to be determined collaboratively between the district and association
- E. There will be no one-day weeks
- F. Early dismissal will occur the final day of the school year
- G. Make up days will be made up at the end of the year
- H. Any provision found contrary to law will be subject to reopened negotiations to negotiate a successor section which is not contrary to law

Article 25 - EMPLOYEE FACILITIES

25.1 Each permanent classroom building will have the following facilities and equipment for use of employees in that building as deemed appropriate within school allocations:

- A. Space in each instructional area for secure storage of instructional materials
- B. A work area containing supplies and equipment as allowed for within school allocations
- C. A faculty lounge
- D. A communication system between instructional areas and the main office. (A system of communication between the office and playground will be established at each elementary work site.)
- E. Well-lighted clean restrooms and, where current facilities allow, separate for faculty and students
- F. Access to the building will be accommodated during non-school hours
- G. Priority parking for employees over students with space allocated for staff parking at each school
- H. Unsafe conditions immediately reported to the building administrator
- I. Temporary accommodations for storage of instructional materials during construction or remodeling of facilities
- J. Space issues will be resolved through a collaborative process facilitated by the District and NTEA
- K. Each employee provided a desk, chair, and filing facilities
- L. See Appendix G

25.2 The North Thurston Public Schools and the North Thurston Education Association recognize that poor indoor environmental quality can be a hazard to the health and safety of students, teachers, and other school employees.

The North Thurston Public Schools shall provide a safe and healthy working environment for all District employees. All worksites shall be built and maintained in a way that meets environmental, and health and safety standards as required by the Washington State Departments of Health, Labor and Industries, Thurston County Department of Health, and in accordance with applicable state and local building codes.

The NTEA and the District will be represented on an indoor environmental health sub-committee of the District's safety committee. The district safety office shall ensure regular meetings are held and any decisions resulting from meetings are provided to the Association president and Assistant Superintendent.

The District shall consider best practices recommended in School Indoor Air Quality Best Management Practices K-12 Manual or other guidance as published by the Washington State Department of Health. Such consideration shall include a process where the District is required to consult and confer with the Association on whether to implement the guidance, and if so, how and when to implement such guidance.

The District shall conduct periodic indoor environmental quality testing and inspections of all facilities. The Association shall have the right to conduct indoor environmental

quality inspections independently, but shall take appropriate steps to notify the District Facility Department and the building administrator in advance of such inspections. The District and the Association agree to share the results of inspections and testing and all associated documentation.

The District shall take appropriate steps to respond to environmental health and safety concerns. Association members who have concerns regarding indoor environmental conditions shall report their concerns to their building administrator. This section will not limit the employee's right to discuss a concern with the Association.

The Association has the right to advocate for the employee and to collaborate with the District on resolutions to indoor environmental quality concerns. The Association has the right to designate an employee or employees to consult and advise the District and/or Association members on issues regarding indoor environmental quality. The Association has the right to develop procedures for working with members regarding indoor environmental quality concerns, so long as such procedures are in accordance with District policy (see Appendix F.)

The District shall make available training for all staff regarding indoor environmental quality practices and procedures.

Article 26 - INTERNS, OBSERVERS, STUDENT TEACHERS

26.1 Permission

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

26.2 Notification of Interest

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

26.3 Mentor Teacher Program

26.3.1 Participating in the Mentor Teacher Program will be voluntary, and the District will not require any employee to apply for participation. A mentor may be provided for one year with a second year available upon request on a case-by-case basis. Selected mentor teachers will receive the maximum stipend and expenses for workshops and travel as provided for by OSPI. Compensation will occur via supplemental contract. Mentor teachers and participating beginning teachers will be provided the maximum number of days of release time compensated for by the State, and these days may be used at their discretion to facilitate the program. Release time for participating employees will be covered by substitutes, the cost of which is to be paid by the Sate allocation.

26.3.2 No participating employee will be subject to any additional evaluation procedure not outlined in the current Collective Bargaining Agreement. A Mentor Teacher will not participate in, or contribute to, the performance evaluation of a beginning teacher.

26.3.3 Availability of mentor positions will be advertised in the building and then out of the building. Employees desiring to become mentors must apply in writing to the building principal and must meet selection standards defined herein. It is the intent of the parties, by listing selection criteria, to establish a statement of priorities for matching mentor teachers with selected beginning teachers.

26.3.4 Mentor selection criteria will be based on the following minimum standards:

- A. Employed full-time primarily as a classroom teacher
- B. Employed primarily as a classroom teacher for one (1) school year within the District and two (2) additional school years within any public or private school in any grade, K-12
- C. Hold a valid continuing teaching certificate issued pursuant to WAC 180-79 or be eligible for such certificate pursuant to WAC 180-79-045
- D. Three (3) years of satisfactory teaching evaluations.
- E. Priority given to teaching experience and endorsement in the same grade level as the beginning teacher and also teaching experience in the same building as a beginning teacher. If there is not a qualified Mentor at the same grade level, consideration will be given to applicants at a similar grade level and/or in a different building.)
- F. Demonstrate the following effective teaching skills:
 - 1. Have a good understanding and perspective of District building policies, procedures, and programs
 - 2. Possess a high level of professional development and commitment
 - 3. Demonstrate good communication and interpersonal skills with students and staff
 - 4. Demonstrate enthusiasm and a high level of professional creativity
 - 5. Be highly regarded by students, staff, and the community

26.3.4 In the event that two (2) or more applicants are considered equal in qualification and criteria standards, then selection will be made by seniority by a representative of the NTEA and the Human Resources Administrator or designee.

Article 27 - TRAVEL REIMBURSEMENT

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

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

27.3 When possible and feasible, the District will provide student transportation to approved school-sponsored activities. Certificated staff are strongly discouraged from transporting individual students in private vehicles (as per NTPS policies 8121 and 8131). If a certificated employee does drive a student (s) to approved school activities, the employee will be compensated at the rate allowed by the State per mile, provided prior approval is granted in writing by an administrator empowered to obligate District funds. The District will provide secondary insurance coverage for liability for any accident may occur in connection with trip.

Article 28 - LAYOFF AND RECALL

28.1 General Conditions

28.1.1 The Board will determine the educational program and services for the District based upon the educational goals of the District and the financial resources available. Any determination by the Board that the District's educational program, services and staff must be reduced for the following school year by reason of financial necessity including but not limited to, levy failure, or significant decreased state support, will be made consistent with the financial resources available and the provisions of this Agreement.

28.1.2 Priority will be given to programs and services in those areas which relate to instruction, health, and safety of students. The District will minimize the number of employees to be laid off by considering alternative financial sources to replace revenue and reducing expenditures as far away from the classroom as possible. The District will not reduce the levels of teachers beyond the number necessary to remain within the anticipated revenues for the following school year. The District's objective will be to identify all possible revenues available for the support of the educational program of the District.

The District agrees to meet and discuss with the Association the impact of a reduced educational program due to financial necessity.

28.1.3 In the event the Board adopts a reduced or modified educational program by reason of financial necessity, those teachers and other non-supervisory certificated employees (collectively "employees" herein) who will be retained to implement the District's reduced or modified program and those employees who will be terminated from employment or adversely affected in contract status, will be determined in accordance with the selection rules and procedures contained in this section.

28.2 Retention Standards

28.2.1 General Conditions

28.2.1.1 The District will determine as accurately as possible, the total number of certificated staff as of April 1 to be leaving the District for reasons of retirement, resignation, leave, discharge and non-renewal. These vacancies will be taken into

consideration in determining the number of available certificated positions for the following school year.

28.2.1.2 Possession of any valid Washington State certificate (and endorsement if required under the rules of the State Board of Education) for the position (s) under consideration will be prerequisite for retention.

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

28.2.2 Employment Categories

28.2.2.1 Employees will be considered for retention by employment categories as follows:

- A. Elementary Teachers retained in one category, K-6.
- B. Secondary Teachers retained by subject matter categories as necessary to implement the adopted program for the following school year. These subject matter categories are subject to change from time to time to conform to the District's program needs. Examples include, but are not limited to, the following:
 - 1. Art
 - 2. Science
 - 3. Social Studies
 - 4. Mathematics
 - 5. Language Arts
 - 6. World Language by individual language
 - 7. Music
 - 8. Physical Education
 - 9. Non-vocational Industrial Arts
 - 10. English as a Second Language
 - 11. Non-vocational Family and Consumer Sciences and Health
- C. Support Staff Personnel by categories in their individual specialties
- D. Vocational Education Employees by appropriate vocational special categories

28.2.2.2 Each employee will be considered for retention in the employment category appropriate to the position held at the time of the implementation of retention procedures. For the purpose of this paragraph an employee is considered to be performing in any given category if .4 FTE or more of the employee's assignment is devoted to such category.

28.2.2.3 If an employee is not eligible to be retained in the category appropriate to his/her present assignment, the employee will be considered for retention in any additional employment categories that he/she may designate in writing to the Superintendent or

designee. In order to qualify for consideration in any such additional category the employee must have had one year full time experience in the category, certification, or endorsement in the category. If an employee will be certificated/endorsed prior to the start of the next school year and provides the District verification of an approved course of study to be certificated/endorsed, the employee may be considered for an additional category.

However, if the employee fails to obtain the anticipated endorsement by the beginning of the next school year, the employee will forfeit the right to employment and will have no claim for compensation during that school year. An employee will be considered for an additional category only if he/she does not qualify for retention in the category appropriate to the position held at the time of the implementation of these retention procedures.

28.2.2.4 All written designations for consideration in additional categories will be submitted in writing within five (5) working days after any request for such information is made by the Superintendent or designee. The Association will be informed when the request is made by the Superintendent for the information.

28.2.3 Selection within Employment Categories

The reduced or modified educational plan adopted by the Board will specify the staffing authorization of the District for the following school year and will specify the number of employees in each employment category who will be retained in order to implement the District's educational program. Employees will be considered for retention in available positions within the categories for which they qualify under the criteria identified in 28.3. In the event more qualified employees are available than positions available in a given category, seniority will determine who is retained with more senior employees in each category being retained. The selection process will be implemented in the following manner:

- A. A seniority list of all employees in the bargaining unit represented by the Association will be prepared.
- B. The most senior employee on the seniority list will first be considered for retention. This employee will be placed in the position for which the employee qualifies under the criteria specified in paragraph 28.3.
- C. The second most senior employee will be considered for retention in similar fashion, and so on until such time as there are no available positions for which the employee under consideration qualifies. In such event, the employee will be terminated from employment and placed in an employment pool for recall in accordance with Section 28.2.4 below.

28.2.4 Seniority

Seniority will mean years of experience as reported to the state, for salary purposes, on the S-275. In the event that ties exist, preference will be given to years of experience in

the District. If ties remain, preference will be given to total education credits beyond the B.A. degree as computed by the District in accordance with placement on the salary schedule as of October 1 of the current year.

In the event ties continue to exist, preference will be determined by lot by a disinterested third party. The President of the Association for the year during which this procedure will, for the purpose of seniority, be placed ahead of the most senior certificated employee in the District.

28.2.5 Ranking Order by Seniority and Category

Every certificated employee will be listed in conformance with subsection 28.2.3 above. The list will be ordered from the most senior to the least senior employee by category. The category or categories for which an employee qualifies will be identified adjacent to the employee's name. The list will be provided to all work sites and to the Association.

28.2.6 Appeals

Any employee may, in writing and within five (5) working days of the lists being distributed to the work sites, file with the Superintendent or designee objections to the ranking order. The employee may request consideration for modification of the ranking order and/or the category for which the employee qualifies. The employee must include in the request a full statement of the facts on which the employee contends the list should be modified. If the Superintendent or designee rejects the individual's request for modification of the list, the rejection will be in writing with a copy provided the Association. Any further appeal of placement will be made pursuant to the grievance procedure of this contract.

28.2.7 Nonrenewable/Adverse Effect Action

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

28.3 Recall

28.3.1 All employees who are not selected for retention will be placed in an employment pool for recall. Employment pool personnel will keep the District Human Resources Office advised of their current addresses. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified under the selection criteria identified above.

If more than one such employee is qualified for an open position, the seniority rules identified in paragraph 28.2.4 above will determine who will be offered the position.

28.3.2 When a vacancy occurs for which any person in the employment pool qualifies, notification from the District will be by certified or registered mail or by personal delivery. Such individual will have fourteen (14) calendar days from personal delivery to accept the position. In the event that any individual in the employment pool fails to accept a full-time position or a part-time position (if the employee was part-time for the year during which the rules are implemented), or does not receive the employment notice because the District was not provided with an up-to-date address, such employee will be dropped from the recall list.

28.3.3 The employment pool will remain operative until all employees in the pool have been re-employed or until September 1 of the second year following the implementation of the retention procedures, whichever should first occur. The District will exhaust the recall of all qualified employees before the hiring of any additional certificated staff positions covered by this agreement.

Article 29 – ORIENTATION OF STAFF

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

29.2 The first day of orientation activities for new employees will be planned and implemented mutually by the Association and District, and this day will be required of new employees as part of their contract.

29.3 The President of the Association and the Superintendent will plan school visitations for the purpose of addressing the employees.

Article 30 – STAFFING STANDARDS

30.1 The District recognizes that a reasonable pupil-teacher ratio is desirable. However, any application of a rigid numerical limitation on class size within schools restricts the staff and the building principal/program manager in seeking an ideal learning environment. The District maintains that a class size and/or pupil-teacher ratio must reflect individual school needs and issues.

30.2 Elementary Standards

In implementing the objective of quality instruction in order to properly deal with the challenges of meeting students' needs, the District will adhere to the following standards:

Standard Classrooms

- Kindergarten through Third (3) Grade = 25
- Fourth (4) through Sixth (6) Grade = 30

Non-Instructional Duties of Elementary Staff

Non-instructional duties of elementary staff will include the following:

- a. AM bus duty
- b. PM bus duty
- c. Recess duty

Elementary certificated teachers will not be assigned any AM and/or PM bus duty or recess duty. This section is not intended to include walking students to busses or extraordinary circumstances.

When class size limits are exceeded refer to Section 30.8

30.3 Secondary Standards

In implementing the objective of quality instruction in order to properly deal with the challenges of meeting students' needs the District will maintain a ratio of students to full time equivalent (FTE) teachers in regular education classrooms at no more than the following:

- Grades Seven (7) and Eight (8) Grade=32
- Grades Nine (9) through Twelve (12) Grade =32

30.4 The class sizes in section 30.2 and 30.3 above will not refer to classes where larger class sizes aid the instructional process. In addition, the above class sizes are not intended to discourage staff and building administrators to develop cooperatively, through the site-based decision-making process, and explore special variations in curriculum, instructional methods and staff organization in order to achieve an optimum for instruction in their school.

30.5 Support staff, including but not limited to Librarians, Secondary Counselors and elementary Intervention Specialists, may be allocated to elementary and secondary schools. Support staff staffing will take into account the needs of students, enrollment, facility and services at a particular site. Staffs are encouraged to cooperatively explore, through the School Improvement Process (SIP) variations in instructional delivery that increase student learning and increase a school's focus on effective instructional practices. Problems with respect to support staffing levels will be collaboratively discussed with the District and Association.

30.6 In a collaborative effort to encourage creative problem-solving and to provide access to assistance for those employees not addressed above, the District and Association agree that when the employee, in exercising professional judgment, determines that the employee has been assigned a student load/case load that is negatively impacting the

learning process, the employee will apply to the principal or supervisor as outlined below (Article 30.8) for assistance in improving the learning process.

The following guidelines will also apply:

30.6.1 During the first week of October and again during the first week of February, the District will provide the Association with the District average for types of courses not addressed in 30.2 above, with the exception of special education courses/caseload. The District average for special education classes/case loads will be provided during the first week in December.

30.6.2 Class triggers will not apply to classes where the staff chooses to experiment with or pursue individual or team program options; nor in instances where the staff and the administrator(s), by mutual agreement, have arranged for special variations in curriculum, instructional methods, or staff organization; or where facilities are not available.

30.6.3 The District may relieve overloads at any time through transferring students, adding staff, forming new class sections, altering the school day, and/or reassigning classrooms and other facilities.

30.6.4 The Assistance Process may be activated at any time after the first Friday in October or the second Friday in February.

30.7 Assistance Process

30.7.1 Where overloads may occur, as the result of standards established in sections 30.1, 30.2, 30.3, or 30.4 above, or have occurred, the affected staff member or building will meet with the administrator (s) to discuss possible alternatives for improving the learning process.

30.7.2 Administrators and staff should, where appropriate, involve all impacted staff in the exploration of resolutions.

30.7.3 Once a decision has been made or a plan has been developed, the administrator will report in writing to the Assistant Superintendent for Human Resources, or designee, which staff may be entitled to relief along with the relief sought by the staff and the alternatives explored. A copy of the decision will be forwarded to the NTEA by the Human Resources Office. The District may choose to provide the relief requested, provide alternative relief, or deny the relief. Following the decision, the District will, upon request, provide written reasons to the employee (s) regarding the action taken. If the employee (s) is/are still aggrieved, said employee (s) may seek a review of the decision by the Class Size Review Board as described in Section 30.8.

30.7.4 It is incumbent upon both staff member (s) and administrators to be open to and to explore a full array of options which include but are not limited to:

- A. Identifying technology that will reduce time spent on necessary but time-consuming tasks such as attendance, grading, progress reports
- B. Exploring scheduling options (class schedules, recess, duty schedules) that may allow more planning time
- C. Reviewing curriculum requirements and adaptation
- D. Enhancing parent, volunteer, peer-tutoring, and college student assistance
- E. Providing additional supplies, instructional materials, and equipment
- F. Reducing classroom interruptions
- G. Streamlining and/or reducing paperwork
- H. Provide reader time for 2 hours per week for 1-3 students over class limit
- I. Providing professional enhancement time for the performance of instructionally supportive duties such as observing other teachers, in-service training, curriculum preparation and/or development, and supplemental materials review earned at the rate of 45 minutes per week (12 students over) for the elementary level and 15 minutes per week (1-3 students over) at the secondary level per period. (This time could be used in half- day or full- day increments in agreement with the administrator.)
- J. Providing para-educator time at the rate of .5 day per week for overloads of 1-3 at the elementary level and 30 minutes per week per periods for overloads of 1-3 at the secondary level. Assistant time must be used daily so that both students and teacher receive optimum benefit of the time. A plan for use of assistant time must be developed and submitted prior to the position being posted.
- K. Supporting the conversion of unused assistant time at the current hourly rate for the purchase of supplies, materials and/or field trips
- L. Providing other relief as mutually agreed upon by the staff and the administrator and as approved by the Superintendent or designee

30.8 Class Size Review Board

A joint Association and District Review Board will be established. Three members of the committee will be appointed by the District and three by the Association. Minutes of the meetings will be kept and a copy sent to the Association President and Superintendent, or designee. The purpose of the committee will be to review any class size, workload, building, or building staffing concerns brought to the committee. Relief assistance may include, but is not limited to, the options suggested in Section 30.7.4. The committee will not have the authority to direct the hiring of certificated employees. The Review Board will make every effort to meet no later than five (5) working days following receipt of a written request for review by the employee.

30.9 Change in State Funding/Levy Failure

This section Article 30 may not be operative, as approved by the board of directors, with the exception of the class size review process, during any school year in which the District has implemented a formal reduction in force due to lack of funds under Article 28, a significant change in State Funding, and/or Levy failure. If any of these conditions

should occur, the parties will meet and discuss the impact that the lack of or change in funds will have on this section of the agreement.

Article 31 - SPECIAL EDUCATION CASELOAD

31.1 The district will staff according to the caseload limits defined in this section. For the purpose of determining overload for special education employees, the following definitions will be used:

- ◆ Compliant Individual Education Plans (IEP's) or Individual Family Service Plans (IFSP's) as reported each month on the P223H.
- ◆ Non-compliant IEP/IFSP – Student assigned to a caseload without compliant IEP/IFSP.
- ◆ Headcount – The number of compliant IEP's/IFSP's reported on the monthly P223H plus any non-compliant IEP/IFSP students assigned to a caseload.

31.2 For the purpose of overload pay, if a teacher's caseload exceeds the limits described for ten (10) consecutive days, and those ten days span both semesters, the overload calculation applies to only the first semester. For overload calculation in the second semester, the caseload must exceed the limits described for ten (10) consecutive days within the second semester.

31.3 The District recognizes that adequate space and classroom materials are necessary for the proper delivery of services.

31.4 Special Education students will receive additional assistance per classroom according to their medical and/or behavioral needs or the amount of regular education inclusion needed. Such decisions will be based upon the recommendations of the IEP Team and the Special Education Administration.

31.4 If a school and/or staff requests a pattern of organization or model that exceeds the established ratio, they will pursue a contract waiver as detailed in Appendix C.

31.6 Whenever the special education employee caseload exceeds the limits outlined by three students, the District will specifically evaluate the situation and relief will be provided according to the class size review and caseload review processes described in 30.8 and 31.30. Said relief will be based upon decisions derived from a meeting with the affected teacher, an association representative, the building administrator, and Special Education administration.

31.7 Early Intervention Program

The caseload will consist of sixteen (16) IFSP students per full-time early intervention teacher. If the EIP team is staffed collaboratively with a certificated teacher, an occupational therapist, and a speech/language pathologist, the caseload will consist of

eighteen (18) IFSP students. When the number of students assigned exceeds caseload limits by one (1) student for more than ten (10) consecutive days, relief will be \$450.00. Such payments will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IFSP students assigned exceeds caseload limits by two (2) students for more than ten (10) consecutive days, relief will be \$225.00 for each IFSP student. Such payment will be made in a lump sum at the first period following the end of the semester date.

31.8 Pre-School Program

The workload will consist of sixteen (16) IEP students per full-time certificated teacher and six (6) hours of Para-educator time [or two (2) three-hour Para-educators]. When the number of IEP students assigned exceeds sixteen (16) for more than ten (10) consecutive days, relief will be \$450 and one (1) day of substitute time per semester or one (1) day of pay at the full-day substitute daily rate if requested by the employee. Employees requesting one (1) day of pay in lieu of one (1) day of substitute time may request pay at the substitute daily rate in full-day increments only, and must make such request within fifteen (15) school days of the beginning of each semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date. When the number of IEP students assigned exceeds seventeen (17) for more than ten (10) consecutive days, relief will be \$225 for each IEP. Such payment will be made in a lump sum at the first period following the end of the semester date.

31.9 Core Skills Teaching Preschool (CSTeP)

The caseload will consist of ten (10) IEP students with a diagnosis of autism per full-time certificated teacher (or [5] five IEP students per half-time certificated teacher) with two full time Paraeducators (or one full time and two half time Paraeducators) per FTE. When the number of students assigned exceeds eleven (11) for more than ten (10) consecutive days, relief will be \$450.00. Such payments will be made in a lump sum at the first pay period following the end of the semester date.

When the number of IEP students assigned exceeds twelve (12) for more than ten (10) consecutive days, relief will be \$225.00 for each IEP student. Such payment will be made in a lump sum at the first period following the end of semester date.

31.10 Elementary and Secondary Self-Contained Classrooms

The caseload will consist of ten (10) IEP students per full-time certificated teacher and at least six and a half (6.5) hours of Para-educator time [or two (2) three-hour Para-educators]. When the number of IEP students assigned exceeds ten (10) for more than ten (10) consecutive days, relief will be \$450 and one (1) day of substitute time per semester or one (1) day of pay at the full-day substitute daily rate if requested by the employee. Employees requesting one (1) day of pay in lieu of one (1) day of substitute time may

request pay at the substitute daily rate in full-day increments only, and must make such request within fifteen (15) school days of the beginning of each semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date. For each additional IEP over eleven (11) for more than ten (10) consecutive days, relief will be \$225 per semester. Such payment will be made in a lump sum at the first period following the end of the semester date.

31. 11 Transition Program for 18 to 21 Year Old Students

The caseload will consist of twelve (12) IEP students per full-time certificated teacher. When the number of IEP students assigned exceeds twelve (12) for more than ten (10) consecutive days, relief will be \$450 and one (1) day of substitute time per semester or one (1) day of pay at the full-day substitute daily rate if requested by the employee. Employees requesting one (1) day of pay in lieu of one (1) day of substitute time may request pay at the substitute daily rate in full-day increments only, and must make such request within fifteen (15) school days of the beginning of each semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date. For each additional IEP over thirteen (13) for more than ten (10) consecutive days, relief will be \$225 per semester. Such payment will be made in a lump sum at the first period following the end of the semester date.

31.12 Elementary and Secondary Emotionally/Behaviorally Disabled Self-Contained Classroom

The caseload will consist of ten (10) IEP students per full-time certificated teacher and six and a half (6.5) hours of Para-educator time [or two (2) three-hour Para-educators]. When the number of IEP students assigned exceeds ten (10) for more than ten (10) consecutive days, relief will be \$450 and one (1) day of substitute time per semester or one (1) day of pay at the full-day substitute daily rate if requested by the employee. Employees requesting one (1) day of pay in lieu of one (1) day of substitute time may request pay at the substitute daily rate in full-day increments only, and must make such request within fifteen (15) school days of the beginning of each semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date. For each additional IEP over eleven (11) for more than ten (10) consecutive days, relief will be \$225 for each IEP. Such payment will be made in a lump sum at the first period following the end of the semester date.

31.13 Elementary Resources Programs

The caseload will be up to twenty-eight (28) IEP students per full-time certificated teacher with one (1) full-time [or two (2) half-time Para-educators] per FTE. When the number of IEP students exceeds twenty-eight (28) for more than ten (10) consecutive days, relief will be \$450.00 and one (1) day of substitute time per semester or one (1) day of pay at the full-day substitute daily rate if requested by the employee. Employees requesting one (1) day of pay in lieu of one (1) day of substitute time may request pay at the substitute daily rate in full-day increments only, and must make such request within

fifteen (15) school days of the beginning of each semester. Such payment will be made in a lump sum at the first pay period following the end of the trimester/semester date. When the number of IEP students assigned exceeds twenty-nine (29) for more than ten (10) consecutive days, relief will be \$225 for each IEP. Such payment will be made in a lump sum at the first period following the end of the semester date. Elementary resource teachers will be assigned to one building professional learning community (PLC) for the purpose of participation in early release work.

31.14 Secondary Resources Rooms

The caseload be up to thirty-two (32) IEP students per full-time certificated teacher with one (1) full-time Para-educator [or two (2) half-time Para-educators] per FTE. When the number of IEP students assigned reaches exceeds thirty three (32) for more than ten (10) consecutive days, relief will be \$450 and one (1) day of substitute time per semester or one (1) day of pay at the full-day substitute daily rate if requested by the employee. Employees requesting one (1) day of pay in lieu of one (1) day of substitute time may request pay at the substitute daily rate in full-day increments only, and must make such request within fifteen (15) school days of the beginning of each semester. Such payment will be made in a lump sum at the first pay period following the end of the semester date. When the number of IEP students assigned exceeds thirty-three (33) for more than ten (10) consecutive days, relief will be \$225 for each IEP. Such payment will be made in a lump sum at the first period following the end of the semester date. Elementary resource teachers will be assigned to one building professional learning community (PLC) for the purpose of participation in early release work.

For the 2011-2012 school year the caseload will be up to thirty (30) students. For the 2013-2014 school year the caseload will be up to twenty-eight (28) students.

31.14.1 Secondary resource teachers can be assigned to teach intervention courses within the building's response to intervention (RTI) plan. These courses can serve special education and general education populations. The recommended class sizes for these intervention courses are as follows:

Tier 2 (Strategic) Intervention Courses - twenty (20) students

Tier 3 (Intensive) Intervention Courses – ten (10) students

31.15 Deaf/Hard of Hearing Program

Staff allocation for the deaf/hard of hearing program is based upon the severity of the served population and numbers as follows: one (1) certificated staff member and one (1) staff assistant for seven to nine (7-9) FTE students.

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

31.16 Vision Program

Staff allocation for the vision program is based upon the severity of the served population and numbers as follows: one (1) certificated staff member and one (1) staff assistant for ten (10) to twelve (12) IEP students per FTE. When the number of IEP students assigned reaches thirteen (13) for more than ten (10) consecutive days, relief will be \$450 and one (1) day of pay at the full-day substitute daily rate per semester. For each additional IEP student over thirteen (13) for more than ten (10) consecutive days, relief will be \$225 per semester. Such payment will be made in a lump sum at the first day period following the end of the semester date.

31.17 Occupational Therapist

The caseload limits for Occupational Therapists will be up to forty (40) students per 1.0 FTE. Whenever possible, no more than two (2) buildings will be assigned per FTE, and when assigned more than two (2) buildings, the District will reduce said caseload limit by five (5) students. In the event the District is unable to find qualified occupational therapists to meet these caseload limits, the association will be notified and consulted to arrange an alternative staffing/overload model.

Overload pay of \$615 per semester will be paid to an OT when the individual's student count exceeds forty (40) with additional pay of \$225 per semester for each additional IEP student over forty-one (41) with prorated students counts for part-time OT's.

31.18 Physical Therapists

The caseload limits for Physical Therapists will be up to eighteen (18) students per 1.0 FTE. Whenever possible, no more than six (6) buildings will be assigned per FTE. In the event the District is unable to find qualified physical therapists to meet these caseload limits, the association will be notified and consulted to arrange an alternative staffing/overload model.

Overload pay of \$615.00 per semester will be paid to a PT when the individual's student count exceeds eighteen (18) with additional pay of \$225.00 per semester for each additional IEP student over nineteen (19) with prorated student counts for part-time PT's.

31.19 Speech/Language Pathologists

The caseload limit for S/LP will be forty-four (44) students per 1.0 FTE.

The District may assign two (2) buildings and maintain the same S/LP at the employee's same schools when caseload balance permits. School assignments will be based upon student head count with consideration given to severity of student S/LP needs.

Overload pay of \$615.00 per semester will be paid to an S/LP when the individual's student count reaches one (1) IEP student above the employee's caseload limit with

additional pay of \$225 per semester for each additional IEP students with prorated student counts for part-time S/LPs.

31.20 School Psychologists

The district will attempt to staff psychologists at a ratio of one FTE per 1000 students in the district. Consideration will be given to the number of programs to be served at individual buildings, school enrollment, the variety of programs, as well as the number of IEPs on the caseload. Whenever possible, no more than two (2) buildings will be assigned per full-time FTE, with special consideration for balance of building assignments.

The district will continue to support the school Psychologist intern program. The school psychologist assigned to supervise a psychologist intern shall be paid a bargained stipend.

31.21 The District recognizes the importance of providing all itinerant Special Education staff members (OTs, PTs, Special Education Specialists, S/LPs, and School Psychologists) with adequate in-building office space and supplies in order to best serve the needs of their students. Each work group (OTs, PTs, Special Education S/LPs, and School Psychologists) will be provided a workspace in each building that will include:

- A. An office or work area that can be locked
- B. A telephone
- C. A desk with locking drawers
- D. A computer terminal for access to email, network and technology necessary to complete required and often times confidential work
- E. A four drawer, locking filing cabinet
- F. A cupboard or cabinet that can be locked

31.22 Where adequate space exists in a shared facility the District will use full-wall dividers or partitions to create a secure area.

If adequate classroom or office space does not conform to the provisions of this contract, the affected staff member(s) will notify the building principal of their concerns and request a meeting with an Association representative and the Special Education administrator to remedy the situation.

31.23 The District further recognizes that staff members are guaranteed planning time and a thirty (30) minute duty free lunch period. All Special Education certificated staff members will work with their supervisor to create a schedule that provides for adequate travel time, as necessary between buildings, a daily planning time, and a regularly scheduled thirty (30) minute duty free lunch. Refer to Article 32 for planning time information.

31.24 Seven and a half (7.5) hours per Special Education staff member will be provided in 2009-2010 for the purpose of writing IEPs and portfolio development. These hours

will be paid at the individual's per diem rate. Payments will be spread out over the 12 months school year. Additional substitute time can be made available upon approval of the Special Education administrator.

31.24.1 For the duration of this contract, the amount of \$25,000 will be allocated each year for the purpose of registration and travel to approved professional development events as approved by the special education administrator. Additional dollars will also be made available to special education teachers for substitute time to remain current and in compliance with IEP or other recording requirements. Special education teachers can make requests for substitute time through their supervisor to special education administration.

31.25 Using certificated Special Education staff members to provide substitute coverage for other staff members is prohibited, unless there is an emergency. Special Education teachers may be required to provide substitute coverage during their planning time consistent with Section 32.4 of the contract.

31.26 Certificated Special Education staff members will meet with their program supervisor(s) at least ten (10) days prior to the last calendared school day to be notified of building placement for the next school year.

31.27 The District will strive to maintain reasonable education employee caseloads as they relate to the number of "special needs" students who are integrated within the regular educational program. Reasonable caseloads must include balancing the number of IEP students among all sections of a grade level, team, or department.

31.28 Setting the Stage

The District Special Education Department will use the IEP Team or establish a "building support team" to support and assist teachers with students. The team will develop plans for coordinating services and meeting both staff members' and students' needs. If a school and/or staff requests a pattern of organization or model that exceeds the established ratio, they will pursue a contract waiver as detailed in Appendix C.

A building support team may include administrators, special education teachers, LAP/Title 1 teachers, Psychologists, and general education teachers.

31.28.1 Regular education classroom teachers who are interested in becoming more knowledgeable about student disabilities and/or specific special education students will be given time and support to attend in-service training and visit other school sites to observe programs that include students with moderate/severe disabilities. Such time and support will be given through the resources of the building support team or special education administrator as appropriate.

31.29 Staff Safety

Staff safety is a priority. When working to develop and implement the IEP, staff and administration will work collaboratively and proactively to provide a safe educational environment.

31.29.1 Staff will be fully informed of the educational history of the students as soon as possible. When needed, training and consultation will be made available to ensure safe implementation of the student's educational program.

31.29.2 Staff are to report any injuries of potentially dangerous situations to administration at the first opportunity.

31.29.3 Should a student develop a history of actions that result in injury to staff, the teacher, building and district administration are to convene to determine appropriate actions on behalf of the staff and student. Options or points of discussion can include:

- Convene IEP team
- Work with administration to determine if communication devices such as cell phones, radio, or other might be appropriate classroom equipment
- Outside of classroom observer/consult
- Training provided as needed
- Appropriate student discipline
- CPI training for staff (provided upon request of principal)
- Develop safety plan/behavioral plan
- Alter physical environment
- Add staff as appropriate
- Provide safety clothing
- Assist teacher in documentation and reporting of injury, accidents
- Videotaping of students in classroom (subject to teacher approval – refer to Section 17.5)

31.30 Caseload Review Process

Caseload language is designed to set basic standards for the number of students a specific special education teacher to work with on a regular basis. The purpose of Caseload Review will be to review any caseload concerns brought forth.

The Caseload Review Process will convene the appropriate teacher, building administrator, special education administrator and association representative. A meeting will be convened no later than five (5) work days of written notification. After the meeting, a written response will be made within five (5) work days. This group will not have the authority to direct hiring of staff.

The Caseload Review Meeting will attend to concerns raised and discuss any remedies deemed appropriate. Potential discussion items can include, but not be limited to:

- The types of services required for a student(s)
- Service minutes required for a student(s)
- Behavior concerns

- Transition to/from services
- Time required to prepare services
- Data collection requirements
- Current levels of staffing
- School to school transition

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

- Decreasing the staff member's caseload
- Halting the staff member's caseload
- Overload pay
- Changes in staffing
- Other supports deemed appropriate to assist teacher

Article 32 - PREPARATION/CONFERENCE TIME

32.1 Class and assignment schedules should be developed so as to allow preparation time for certificated employees directly involved in full time classroom instruction. The length of the preparation conference time should be equitable within the restraints imposed by school size and program or divergence in organizational structure. Planning conference time is part of the regular work day. This time will be used for preparation and follow-up activities of class work and for cooperative development of curricular offerings to students. In addition, employees with schedules for traveling from building to building will be given additional time for such travel. Time will be provided such that full-time classroom instructional employees will receive a minimum conference time as detailed below.

32.2 Kindergarten--Full time Kindergarten teachers will be provided planning time between sessions. All other certificated staff will schedule 40 minutes of continuous planning time within their workday. Individual planning time must be coordinated within each work site between the building administrator and teacher.

32.3 Grades 1-6- Classroom teachers in grades 1-6 will be provided 40 minutes of continuous planning time within the student day. Support Staff, including a combination of Art, Music, Physical Education Specialists, or other specialists, may be utilized to provide elementary staff planning. The model of providing planning will be determined by the Board adopted curriculum and instruction policy and procedure. Working conditions of any proposed planning model will be considered through the collaborative bargaining process. Working conditions of specialists and support staff providing planning will be bargained through the collaborative bargaining process. Working conditions for specialists and support staff providing planning will include the following:

32.3.1

- A. Each specialist/support staff will teach a maximum of seven 40-minute sections per day and will receive one 40-minute planning time per day

- B. The length of the elementary day will be 6 hours and 20 minutes
- C. The length of passing time between specialist classes will be adjusted to provide for appropriate breaks
- D. During early release and conference schedules, the administrator will attempt to equitably distribute planning time among impacted teachers
- E. The Association and the District will collaboratively discuss the options for providing planning to elementary teachers, including the elementary day length, organization of the elementary day and effective instructional practices. An association representative will be included on any District team considering curriculum/instructional options to providing elementary planning. Nothing in this section is intended to determine the curriculum offered by the District or instructional models utilized to support the ability of elementary teachers to receive planning

32.4 The District and the Association agree that \$30 will be paid for each period an elementary, middle school, or high school teacher fails to have a planning period due to covering another teachers' classroom because of the lack of a substitute being available.

32.5 The Principal will make the decision to cover a classroom with a staff member. The Principal will make a good faith effort to equitably request a staff member to relinquish his/her planning period and cover another teacher's classroom. In the case of middle schools and high schools, every effort will be made to have all staff members relinquish one planning period BEFORE asking other staff members to relinquish two or more planning periods.

32.6 This provision is intended to compensate regular classroom teachers who relinquish their planning due to a lack of substitutes. This provision is not intended to compensate support staff for covering classes due to a lack of substitutes. In addition, this provision is not intended to compensate special education staff for planning due to programmatic or scheduling problems.

32.7 Payment shall be made once per year in the July paycheck after the submission of a payroll roster signed by the Principal on or before June 30 of each year.

Article 33 - CLASSROOM VISITATION

To provide parents of the District the opportunity to visit their children's classrooms, the following guidelines are set forth:

- A. All visitors to a school and/or classroom will obtain the approval of the principal; and if the visit is to a classroom, the time will be arranged after the principal has conference with the employees. Employees will receive at least 24-hour notification that a visitation has been requested.
- B. The employee will be afforded the opportunity to confer with the classroom visitor before, during and/or after the visitation.
- C. Observations will not disrupt the classroom procedure or learning activity.

Article 34 - PROFESSIONAL DEVELOPMENT

34.1 Certificated employees need opportunities for the development of increased competencies beyond that which they may obtain through the performance of their assigned duties. In light of their impact upon the lives of students and in keeping with the breadth of experience and training which they possess, opportunities need to be especially rich and varied.

34.2 These opportunities include such activities as visits to other classrooms and other schools; conferences involving other personnel from the District, county, state, region, or nation; membership on committees; training in classes or workshops offered within the District; released time and leaves of absences for travel and study; and further training at institutions of higher learning. The District will encourage such activities.

Article 35 - CORRECTIVE DISCIPLINE-STUDENTS

All District employees will have available for personal use a District Discipline Policy and Procedures Guide concerning corrective discipline guidelines. This manual will be developed and kept up-to-date by a representative committee of school personnel.

35.1 In a manner consistent with District procedures, the principal and certificated employees in each school building will confer at least annually for the purpose of developing and/or reviewing building discipline standards and the uniform enforcement of those standards.

35.2 In each year of this agreement the District and Association will meet annually and confer about discipline concerns in the District.

35.3 Association members and other appropriate staff members will be surveyed as determined collaboratively by the Association and District. Survey results will be shared with each building.

Article 36 - REPORT CARDS

The District and the Association agree that accuracy in reporting student progress is essential to academic success. Therefore, from the end of each grading period, three full workdays will be utilized to complete assessments. Report cards will be due at 9:00 a.m. on the fourth workday.

Article 37 - NEW SCHOOL PLANNING

The North Thurston Public Schools and the North Thurston Education Association agree on the importance of new school planning and implementation. In order for the Association to be informed about proposals to be implemented at new school(s), some of which may have contractual ramifications, the District and Association agree to a planned process of communication and decision-making.

This process will be included in the overall planning of the new school program and consist of ongoing communication with key timelines provided for bargaining any contractual changes. The goal of this process is to obtain Association input prior to decisions being made and programs being developed that may not feasibly be changed after the fact.

Article 38 - COMPENSATION

Employee will be placed on the salary schedule according to the provisions described below.

38.1 Those employees whose positions are presently established on the salary schedule will maintain their longevity and present educational increment steps, except when the change in salary schedule might delete or add steps. In that case, placement would then be established in accord with the new conditions.

38.2 Except as provided above for purposes of salary placement, only credits earned after the BA degree certification will apply.

38.2.1 For initial placement on the salary schedule, credits, and experience as defined in the master contract will be based on transcripts and prior school District experience as submitted to and verified by the Human Resources Office.

38.2.2 Educational advancement on the salary schedule will be subject to the contract provisions. In order to have approved educational credits apply for salary schedule advancement, the employee must submit to the Human Resources Office, an Application for Salary Credit/Clock Hour Approval listing of courses or certification and/or advanced degree(s) and credit naming the institution that the employee intends to complete. Immediately upon completion of the course(s), the employee must submit verification of:

Completion of the course(s)

- A. A request for official transcripts to be sent to the District Human Resources Office. Official transcript must be submitted or received by the Human Resources Office by the close of the workday of September 30th, or the immediately preceding workday if September 30th is on a weekend.
- B. To qualify for placement at the BA 135 Level, courses must have been completed by December 31, 1991.
- C. Increments for experience, education and masters degree will be in accordance with the index as established on the salary schedules.
- D. College credits for advancement on the salary schedule will be accepted from an accredited four-year-degree-granting institution and for courses taken at community colleges or vocational schools if they are:
 1. 1. Applicable toward advanced, educational-related degrees or certification
 2. 2. Directly applicable to the individual's current position

3. 3. Applicable to a future, educationally-related position

Article 39 - CERTIFICATED SALARIES

39.1 General Conditions

Each teacher's salary for the current school year will be determined by the teacher's placement on the North Thurston School District Teachers' Salary Schedule. The salary schedule is attached as Appendix A.

39.2 Compliance

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

39.3 Salary Placement

Teachers will be placed on the Salary Schedule according to the following criteria:

- A. Criteria established by State Law, Washington Administrative Code (WAC) and as further specified in the annual Superintendent of Public Instruction's (OSPI) reporting guidelines for the S-275 Report.
- B. Certification, degree, official transcripts and experience verification on file as of the date of issuance of the individual teacher contract.

39.4 Advancement

39.4.1 No advancement on the salary schedule will be made until the appropriate documentation (certification, degree, official transcripts and experience verification) is registered in the Human Resources Office.

39.4.2 Any returning teacher planning on advancement for the ensuing school year must adhere to the following:

- A. Have all necessary course credit or experience necessary completed prior to September 30 of the ensuing school year.
- B. Have appropriate documentation on file on or before September 30 each year for advancement credit for that school year. Salary advancement will not be credited any later than September 30 of the fiscal school year, unless the teacher can produce evidence that the circumstances were beyond the employee's control.
- C. Have appropriate documentation on file on or before September 30 each year for longevity advancement for that school year. Salary advancement will not be credited any later than September 30 of the fiscal school year, unless the teacher can produce evidence that the circumstances were beyond the employee's control.

39.4.3 New-hired certificated employees must have appropriate documentation of all course credit, including clock hours, and experience registered in the Human Resources Office within ninety (90) calendar days of their first day of work in order for the credit and/or experience to be applicable to the current year salary, unless the teacher can produce evidence that the absence of the documentation is beyond the employee's control. Documentation received after the cutoff date will be applicable for the following school year in accordance with the terms and conditions of the applicable Collective Bargaining Agreement.

39.4.4 Advancement will further be in accordance with criteria established by State Law, Washington Administrative Code (WAC) and as further specified in the annual Superintendent of Public Instruction's guidelines for the S-275 Report.

39.4.5 The parties agree to meet annually to review the distribution of state salary and benefit funds as established by State Law, Washington Administrative Code (WAC) and as further specified in the annual Superintendent of Public Instruction's guidelines for the S-275 Report.

Article 40 - FRINGE BENEFITS

40.1 Permissive Benefits

40.1.1 The District will provide insurance premiums payments toward premiums of approved District group insurance programs in accordance with the provisions and options outlined in this section.

40.1.2 New teachers desiring coverage must enroll in the medical and salary insurance programs within thirty (30) days of their employment. Returning teachers will have the option to change or enroll in insurance programs during the open enrollment period specified by the District. Enrollment in the mandatory dental, group life and vision programs are automatic.

40.1.3 The District's contribution will be according to the following schedule for all eligible employees and their eligible dependents. The District's contribution will first go to the premium cost of the dental plan, group term life and vision and then to the approved health insurance, provided an employee works a minimum of .5 FTE.

40.1.4 The schedule for the school year will be the state allocated amount per month for full time (1350 hours) employees. The state amount per month is the state insurance benefit allocation. Equal to or greater than .5 and less than 1.0 FTE employees will receive a prorated amount of the full-time contribution. If the amount per teacher per month does not cover the premiums for those insurance plans outlined above, the District will deduct from the teacher's monthly salary the amount necessary to pay the premium(s) due.

40.2 Tax-Sheltered Annuity

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

40.3 Alternate Pre-Tax Deduction IRS--Section 125

40.3.1 In addition to the standard process, the District will provide for processing payroll deductions for medical and life insurance premiums as allowed within IRS Section 125 on a pre-tax basis when elected by the employee.

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

40.4 Workers Compensation

In the event that a staff member injured on the job qualifies for Worker's Compensation Time Loss, and in the event that the injured employee has sick leave available, the employee may turn in their Worker's Compensation check to The North Thurston Public Schools' Risk Management Office. The employee's pay for the contracted workdays, at the employee's contracted hourly rate of pay, will be determined. The difference between value of the number of hours of sick leave the employee has used and the value of the number of hours that can be reinstated with the Time Loss payment will be credited to the employee's sick leave balance. Thus, the employee will receive full pay, by virtue of taking sick leave for hours missed.

Article 41 - SUMMER SCHOOL

Summer school teaching assignment compensation will be paid at the employee's regular hourly certificated, contractual rate, in accordance with the certificated employees' salary schedule, prorated to fit the length and duration of the summer assignment as compared to the regular certificated employee's contracted day. Summer school employment will be contracted under a supplemental contract. Annually, prior to Summer school, the District and Association will collaboratively discuss working conditions associated with summer school to include but not be limited to, class size, planning and program development time.

Article 42 - CURRICULUM WORK

Employees hired under supplemental contracts for professional curriculum development work will be paid at per diem rate.

Article 43 - SALARY PAYMENT METHOD

43.1 All employees will be paid in twelve (12) monthly installments. Each check will contain one-twelfth (1/12th) of the contracted salaries.

43.2 Those certificated employees who have supplemental contracts will be paid in equal monthly installments commencing with the October paycheck or as soon as possible after a written supplemental contract is signed by the District and the employee.

43.3 In the event underpayment of salary is made, correction will be made on the next salary payment. When an overpayment is made, the correction will be made in the next monthly payment. Cumulative errors will be corrected at the rate accumulated or as agreed to between the District and the affected employee provided repayment is completed prior to the end of the employee's contract year.

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

Article 44 - PART-TIME EMPLOYEES

Salaries and benefits will be paid and sick leave and personal leave accumulated at a prorated share of the yearly Full Time Equivalent. Increments for experience will be granted such that part-time employee will be granted experience as reported on the S-275 Report.

Article 45 - SICK LEAVE CONVERSION

45.1 The North Thurston Public Schools has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the collective bargaining unit who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee will be based on the conversion value of sick leave days accrued by such employee available for contribution at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute.

If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave during the term hereof will be forfeited together with all cash conversion right that pertain to such excess sick leave.

45.2 Retirement Sick Leave Conversion

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

Article 46 - GRIEVANCE

46.1 Definition of Grievance

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

This Article will not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to these grievance channels.

46.2 Definition of Grievant

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

46.3 Contents of the Grievance

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

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

46.4 Days

Days will mean workdays, except as specified herein.

46.5 Alternate Procedures for Special Situations

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

46.6 Rights Guaranteed

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

46.7 Required Filing Procedure

Standard District forms will be used for the filing of grievances and reporting the findings of investigations. The individual circumstances of an alleged grievance will not be subject to negotiations.

46.8 Class Grievances

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

46.9 Cooperation of Board and Administration

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

46.10 Procedures

A grievance must be commenced at Step 2 within twenty-five (25) working days of the action that gave rise to it. Grievance claims will be processed as rapidly as possible and the time limits provided will be strictly observed unless mutually waived.

Step 1

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

Step 2

If, after Step 1, the employee feels such would be justified, a formal written grievance may be filed with the supervisor. Such filing must be within twenty-five (25) days of the action that gave rise to the grievance. Copies will be transmitted to the Superintendent, and at the employee's option, the employee Association. A hearing, to be conducted within four (4) days after receipt of the grievance, will be scheduled by the employee and supervisor.

Either one or both parties may request assistance from other staff members and/or representatives to assist in resolution of the grievance. Within two (2) days after the Step 2 hearing, the supervisor will provide the grievance claimant and the Superintendent with a written answer to the grievance claim.

Step 3

If the grievance is not resolved at Step 2, the employee may refer the grievance to the Superintendent or his official designee within six (6) days after receipt of the Step 2 answer or within eight (8) days after the Step 2 meeting, whichever is the later. The Superintendent or his designee will arrange for a meeting with the employee to take place within eight (8) days of his receipt of the appeal.

Each party will have the right to include with its staff and/or organizational representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent, or his designee, will provide within five (5) days, a written decision to the grievance claimant, the claimant's immediate supervisor, and the Association.

Step 4

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

Step 5

- A. If the grievance has not been adjusted to the satisfaction of the grievant at Step 3, within ten (10) working days after the formal conference with the Superintendent, or his designated representative, at Step 3, the grievance may be submitted to the Association for submission to final and binding arbitration. Such arbitration will be conducted by an arbitrator from the American Arbitration Association or the Federal Mediation and Conciliation Service or as agreed upon by the parties.
- B. If neither party gives and files notice to the other party of intention to arbitrate or unless both parties jointly initiate arbitration within twenty (20) days after the date of the formal conference under Step 4, the grievance will be deemed withdrawn.
- C. During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party.

46.11 Jurisdiction of Arbitrator

46.11.1 The arbitrator will have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator will confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

46.11.2 Non-renewal, dismissal and adverse effect of employees and matters relating to evaluation and the placement of employees on probation and reduction in force will be grievable only through and commencing with Step 4 of the grievance procedure and grievances will pertain solely to alleged procedural violations of the contract. Following Step 4, non-renewal, dismissal, adverse effect, evaluation, probation and reduction-in-force matters will be governed and controlled by the rights, procedures and remedies afforded by statute.

46.12 Arbitration Procedure

46.12.1 Absent mutual agreement of the parties on the source of an arbitrator and the rules under which the arbitrator will function, the arbitrator will be chosen from the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) panel in accordance with its Voluntary Rules, provided that any procedural or substantive provision contained in this contract will take precedent over any Voluntary Rules of the AAA or FMCS which is contrary to or inconsistent with it.

46.12.2 The decision of the arbitrator may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party will bear the full costs of such action, including the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.

46.12.3 Absent mutual agreement to the contrary, a stenographic record of the hearing will be arranged for through the AAA or FMCS upon the request of either party. Upon such request, the party that requests the record will pay the costs of creating such a record.

46.12.4 If the issue of substantive or procedural arbitrability is raised in the Step 3 grievance response, the grievance may proceed to arbitration only on such issue. In that event, the above indicated procedures will be implemented to seek an arbitration decision on the issue of arbitrability. The arbitrator hearing the arbitrability issue will be prohibited from hearing the substantive issue in the event it is determined to have been arbitrable.

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

Article 47 - NEGOTIATION PROCEDURES FOR SUCCESSOR CONTRACTS

47.1 Collaborative Negotiations

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

47.2 Representation

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

47.3 Exchange of Information and Negotiation Procedures

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

47.4 Dispute Resolution

47.4.1 In the event that a dispute occurs, provision of RCW 42-59 will be used.

47.4.2 Immediately after the mutually agreed upon demand for mediation, the parties will make a joint written request to a Federal or public mediation agency asking that agency to support a mediator.

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

Article 48 - DURATION

Except as expressly stated herein, this contract will remain in full force and effect from September 1, 2010 to and including August 31, 2015. The District and Association agree to engage in a process of continuous collaborative bargaining, and at the outset of each contract year, identify areas of common interest to be bargained.

SIGNATURES:

FOR THE ASSOCIATION:

By:

Date:

By:

Date:

FOR THE DISTRICT:

By:

Date:

By:

Date: