NEGOTIATED AGREEMENT

September 1, 2014 – August 31, 2018

between the

TAHOMA SCHOOL DISTRICT

and the

TAHOMA EDUCATION ASSOCIATION

NOTES

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PREAMBLE

This Agreement is entered into between the Tahoma School District Board of Directors, hereinafter referred to as the "District" or "Board," and the Tahoma Education Association, hereinafter referred to as the "Association."

WITNESSETH

The Board and the Association recognize their mutual aim is to continue to maintain effective employer/employee relationships and to bargain pursuant to RCW 41.59. To that effect the parties have set forth the following agreements and understandings.

TAHOMA EDUCATION ASSOCIATION

By: _____

John Schuster
TEA President

Date: 6/18/14

TAHOMA SCHOOL DISTRICT

By: Mark Koch

Mark Koch
Director of Human Resources

Date: 6-18-14

Article I Decision-Making Process

A. Overview and Model

1. Overview. The Tahoma Education Association, Tahoma School District administration, and Tahoma School District Board of Directors (hereafter "we") believe in a collaborative approach for creating an environment where all students experience success.

   Critical to this success is implementation of aligned curriculum, instruction, and assessment practices for grades K through 12. To support consistent standards throughout the system, we are committed to developing a common curriculum based on District and state standards that includes implementation of best practices as identified in the CEL 5D+ instructional model. The building staff, with system support, has the responsibility to implement the curriculum using best instructional practices.

2. Model. The parties are committed to a collaborative process for decision making based on a consensus model.

   In consensus, consideration is given to all persons who are impacted by the decision. In this process everyone in the group supports, agrees to, or can live with a particular decision.

   Each site is required to develop a decision making matrix based on consensus including identifying:

   - how decisions are made
   - by whom
   - when decisions are made
   - a most, the percentage used in reaching a final decision when complete agreement cannot be reached

B. Decision Making Beliefs, Components, Assistance, and Building Level Decisions

1. Beliefs about consensus - Consensus works best when:

   a. The parameters within which a decision will be made are identified;

   b. Those staff members identified as providing input and making decisions are actively engaged;

   c. Diversity is honored, encouraged, practiced and modeled;

   d. All required participants prioritize the time necessary to reach consensus;

   e. All required participants accept responsibility for the process including supporting, agreeing to or living with the group's decision;

   f. Clearly articulated norms for group processing and structures for communicating decisions are established and implemented

2. Components of a building and District decision-making model shall include

   a. A matrix identifying the process for final decisions and role of staff in building level decisions. Buildings shall use the format and required topics identified in Addendum 14 and have the autonomy, within the scope of the building's contractual and legal authority, to add topics through a consensus process;

b. An annual review of the decision making process and matrix by the whole staff including identification of potential changes to any decisions that do and do not require consensus by the staff;

c. An annual submission of the building matrices to the Association and Human Resources no later than October 1;

d. Identification of most, the percentage used in reaching a final decision when complete agreement cannot be reached;

e. A written description of the responsibility representatives have for seeking input and communicating concerns and alternatives prior to a consensus decision.

f. A process for involving and informing staff of decisions reached on matrix topics;

3. Consensus Training. Staff, with their principal, shall annually determine the training, coaching or other support necessary to successfully use a consensus based decision-making model. Requests for support will be submitted to the Director of Human Resources who will be responsible for development of a plan to meet the identified needs.

C. District Teaching and Learning Decisions

1. Belief.

Teachers are the key to successful student learning in a system committed to all students being Future Ready (the name of the District's current vision for learning). System level data used to monitor student success includes state and district assessments, the Washington State Achievement Index and graduate follow-up. We recognize the demand is high for teachers and because of this, the District is committed to high support to meet the needs of a high demand curriculum. We recognize that certain conditions advance successful learning. They include:

a. Time and opportunity for students to learn

b. Minimizing disruptions to deliver quality classroom instruction

c. Small, manageable class sizes

d. Time for teacher and staff planning and collaboration

e. Sufficient resources; instructional, technology, staff, and leadership

f. Community and parent support and involvement

g. On-going professional development

h. Teacher voice

2. Vision. We recognize the need for a collaborative process between the Teaching and Learning Department and individual buildings to balance high support and high demand. This collaboration is focused on:

- capitalizing on (taking advantage of) staff commitment and passion around shared aspirations;
- ensuring that demands placed on individual teachers and teams of teachers are reasonable; and
- providing support that results in increased growth and achievement for all students.

The District and Association recognize and value the importance of teacher voice in developing courses and programs, designing curriculum, selecting resources, and planning for training to support student learning aligned to the Future Ready vision. The Teaching and Learning Department will work collaboratively with content areas, grade levels, and cross grade level teams to create curriculum maps, unit overviews,

pacing guides, frameworks, lessons, and common assessments that integrate Tahoma Student Outcomes, Habits of Mind and Thinking Skills.

3. Curriculum Implementation

The District and Association agree that:

- The district core curriculum must provide clear direction for teachers, consistent opportunities to learn for all students, and support the acquisition of 21st Century skills, as defined by our state standards and Tahoma Student Outcomes.
- Teachers personalize and adapt lessons and materials to meet the diverse needs of students and ensure growth and achievement of learning targets.
- Flexibility is embedded in classroom strategies that the teacher selects to ensure acquisition of key concepts and skills, Habits of Mind, and Tahoma Student Outcomes.
- Teachers use best instructional practices as defined by the Tahoma instructional model (CEL 5D+) as they make instructional strategy choices in a lesson or unit.

To effectively implement the Future Ready vision, the district will create structures and use strategies to ensure teacher voice in curriculum design, implementation, and evaluation. The following structures support this vision:

- A cross-building team or teams of teacher leaders, administrators, and Teaching & Learning coaches will provide input annually on the three year district planning process.
- The Association shall be informed of and given the option of adding a representative to all mutually identified committees impacting the instruction system. These committees shall be identified at monthly Labor Management meetings.
- Pacing guides and frameworks will reflect time allocations for differentiation, student assessment and building events.
- After initial implementation, curriculum revisions will be guided by feedback from teacher teams and student growth and achievement data.
- The District will use the curriculum documentation process in Addendum 13.
- The District and the Association shall review this Section C at least annually at a Labor Management meeting prior to the end of February to evaluate implementation of this Section.

4. Professional Development

As the District moves toward the full implementation of our instructional model (CEL 5D+), we recognize the importance of providing professional development that is timely, relevant, and supportive of teachers in using new practices in the classroom, including implementation of state and District standards (Future Ready Student Outcomes). The District is committed to teacher involvement in the planning process for in-service opportunities.

To effectively implement the Future Ready vision, the district will create structures and use strategies to ensure teacher voice in prioritizing professional development needs. The following structures support this vision:

- Teaching and Learning shall administer a survey prior to April 15 focused on supporting teachers in implementing best practices as defined by our instructional model as well as the content of our Future Ready curriculum. In addition, teachers in leadership roles shall seek input from the people they

represent to help inform decisions that guide District directed professional development opportunities.

- Teaching and Learning will work collaboratively with building leadership teams to identify priorities for staff training and support informing the three year building site plan projections for professional development. This structure encourages alignment of initiatives and new options to emerge for differentiated training and support based on teacher need and site plan priorities.

D. Site Plans

The District and Association agree that holding ourselves accountable to student growth and achievement is a core responsibility of school staff. Annual updates to the school site plan by the building leadership team (administration and teacher leaders) provide a structure for data driven evaluation of impact of support structures and monitoring progress toward site plan goals.

Three year building site plans provide a structure and framework for the district, building administrators, and building team leaders to set both short (1 year) and longer term (3 year) growth and achievement targets and identify action plans that align to the Board's targets. The site plan provides a roadmap for work projected into the future as we balance competing initiatives and plan for the training and support needs of staff. Annual updates to the school site plan by the building leadership team will be provided to the Board with a structure for evaluating and reporting the impact of support structures and monitoring building progress toward site plan goals.

The Washington State Achievement Index will be used as one measure in monitoring growth and achievement.

E. Teacher Leadership

The District and Association are committed to a model of teacher leadership, designed to influence the building culture and support best instructional practices to achieve our Future Ready vision for all students. Leaders are expected to apply the knowledge, skills and tools learned to support teacher growth and increased student achievement. The focus of this work ensures alignment of support structures, professional learning, and resource allocation supported by research as necessary components of building leadership teams.

F. District Budget Preparation

The Association will be provided an opportunity for input and involvement during the early stages of the District budget preparation in a similar manner to the opportunities given building sites and departments. At the Association's request, training will be provided to a cadre of Association representatives in estimating District revenue, the uniform account coding system, how expenditures are determined in providing a balanced budget, and how expenditures are tracked during the school year.

Article II Contract Terms

A. State Allocation Model (SAM)

The Association and the District hereby adopt the State Allocation Model Salary Schedule and the rules implementing state funding to Districts on that schedule. All references to base pay shall be the first cell of the first column in the State Allocation Model (SAM).

This salary schedule shall reopen for negotiations at the request of the District or Association if the state legislature changes the model from the previous year in a manner other than to provide raises. This salary schedule shall similarly reopen for negotiations, at the request of the District, if the state fails to fully fund such schedule.

CTE Work Experience: If an employee is granted leave of absence from this District for the purpose of obtaining work experience in order to qualify for a CTE teaching certificate to be used in this District, one (1) year of experience advancement shall be granted on the salary schedule.

Credit for Private Sector Experience: Educational Staff Associates. The calculation of years of service for certificated occupational therapists, physical therapists, speech-language pathologists, nurses, counselors, and psychologists regulated under Title 18 RCW (salary placement calculation) may include experience in schools and other equivalent non-school positions consistent with regulations for placement on SAM. The calculation shall be that one year of service in a non-school position counts as one year of service for salary placement up to a limit of five (5) years of equivalent non-school service.

Credits and verified experience applicable for placement on the District salary schedule must be earned by October 1 of the current school year and documented by official transcripts. It will be the responsibility of the individual employee to furnish the District with such documentation on or before October 1.

Substitute Pay Rate will be reviewed annually and subject to mutual agreement through Labor Management meetings.

B. Standard Employment Contract

Staff members receive a basic contract for 180 days of work, which is performed during the scheduled workday and calendar year. If the district/principal requires employees to be present beyond the written contract, those who are required to attend shall be compensated on a true per diem rate, based on 180 days. All employees shall fulfill their contracted number of days during the regular school calendar, unless otherwise agreed to between the employee and his/her supervisor. The annual school calendar and any modifications made to the school calendar once approved shall be subject to negotiations.

The job requirements for fulfilling basic professional responsibilities are as follows:

1. Plan for and deliver or support quality instruction for students

   - Plan daily lessons and implement adopted District curriculum.
   - Administer assessments and use assessment information to modify lessons or teaching style to meet individual needs of students.
   - Maintain required reports including such items as grade books, attendance, and anecdotal record keeping in a timely fashion.
   - Adhere to the Washington Administrative Code, state and federal statutes, and District policies.

2. Participate in staff meetings. Within a building, staff and departmental/grade level meetings are necessary to provide and receive information that may include sharing in decisions related to site issues. Except for emergencies, staff meetings will not extend beyond the work day more than twice per month and will not exceed a total of forty-five (45) minutes per month outside the contract day. Sites will decide how best to use staff and departmental/grade meeting time to address issues identified by the staff or administration. Emergency meetings will be called whenever conditions require.

   If a staff meeting is scheduled on a non-work day for a part-time employee and it is necessary for the part-time employee to attend, that staff member shall be compensated via services rendered form by prior arrangement and agreement with the employee's immediate supervisor.

3. Communicate with parents. Parent involvement is an essential element of student growth and positive community relationships. Staff members are expected to maintain contact with parents, return phone calls and email correspondence within two contract days allowing for exceptional circumstances, and be proactive when dealing with student concerns (such as discipline, low achievement, etc.) Staff members will participate in site decisions for parent communication. While the preferred time to meet with parents is during the ½ hour before or after school, meetings may, on occasion, have to be scheduled outside of the normal workday without additional compensation. Supervisors will support staff in efforts to keep parent meetings within the workday.

4. Supervise students. Staff members are an integral part of ensuring the safety and well-being of students while on campus, including assemblies and before/after school. Building crisis, site, and activity plans, as developed by the building staff, will include defining responsibilities for staff supervision. Staff members are expected to communicate concerns about students and report unsafe conditions and child abuse; or events such as fights, harassment, threats, or violations of the discipline policy to the appropriate people in a timely manner.

5. Grow professionally. Staff members are expected to stay current on educational issues, and participate in professional growth related to District, state and federal standards and initiatives.

6. Professional Development Time. To support the standard employment contract expectation to grow professionally, staff members will participate in individual and collegial activities such as self-reflection, goal setting, workshops, classes, conferences or other collaborative meetings to support student learning. In order to make effective use of the available student release time within the standard contract, including but not limited to early release days, the time will be allocated as follows:

   - 50 percent self-directed
   - 50 percent District-directed

   The schedule of this time shall be determined through a building-level decision making process.

7. Parent conferences. Building staff will schedule and attend the annual District parent conferences. Building plans may include flexible scheduling to accommodate parent conferences beyond the work day.

C. Supplemental Employment Contracts

In addition to the Standard Employment Contract staff shall receive two supplementary contracts herein referred to as the Mandatory Supplemental Contract and the Responsibility Contract. Continuation of the Supplemental Employment Contracts described in this section are subject to conditions under Article IX, Section L. of this Agreement.

1. **Mandatory Supplemental Contract**

Mandatory Supplemental Contract hours shall be compensated at the same per diem hourly rate as the staff member's Standard Employment Contract. For the duration of this agreement, there shall be seven days (49 hours) allocated as follows:

Principal-directed	7
Self-directed	7
Building consensus determined	28
TPEP (evaluation) principal-directed	3.5
TPEP (evaluation) self-directed	3.5
TOTAL	49

The decision on how and when to use building determined Mandatory Supplemental Contract Days in support of the Site or Department Learning Plan will be made by the site or department through the building/department decision making model. Building staff will also determine to hold calendared, building sponsored events, which require the participation and presence of all or an identified group of staff. Examples could include – Open House, curriculum nights, student orientation or award events. This time may also be used for scheduled activities like training, seminars, or working together as collaborative teams in support of the site learning plan. The parties encourage sites to use the time in significant blocks, to the extent possible.

Staff new to the District will receive an additional mandatory supplemental contract for four (4) days for District employee and building orientation and training on curriculum.

Part time staff will receive full day pay for any mandatory supplemental contract days worked.

Staff unable to attend a mandatory day activity shall complete a leave slip for time missed. It is the staff member's responsibility to arrange for and acquire the information or training that was provided on the mandatory day. Curricula or policy decisions made while absent will be adhered to.

Use of mandatory time may not be used for zero hour programs or to pay for time at meetings during the duty free lunch period, which is a statutory right.

2. **Responsibility Contract**

We recognize that basic education funding does not compensate staff for the time necessary to complete all the required educational duties. There are responsibilities that are performed beyond the normal workday or calendar year for which additional compensation will be provided in the amount equal to 13.281 percent of the continuing staff member's standard salary. Staff with more than 16 years of experience (measured using state rules for the SAM) shall be paid the following additional amounts:

	2014-15	2015-16 and beyond
17-20 years	$375	$750
21-25 years	$750	$1,500
26-30 years	$1,125	$2,250
31+ years	$1,500	$3,000

Staff in their first provisional year of employment with the District will receive a responsibility contract for 11.631 percent (plus an additional four (4) paid work days

under Article II, Section C.1 above, to be used for District and building orientation and training on curriculum). Staff members new to the District are not expected to assume the same level of involvement in "Responsibility Contract" during their first year of employment as they focus on learning the District curriculum. A staff member who is hired as a leave replacement, during their first year, will receive the same contract as a first year provisional. A staff member hired after October 1 will have their 11.631 percent responsibility contract prorated on the basis of the balance of the year remaining. Staff returning to the District following a separation of service will receive either a new hire contract or a returning contract at the discretion of the District.

Part-time employees will receive a responsibility contract equal to the portion of their FTE. If the staff member is requested in advance to attend staff meetings or other meetings by their building principal or department supervisor on non-scheduled days they will be compensated via a services rendered form. The combination of responsibility contract and services rendered compensation will not exceed the equivalent compensation provided to a full-time staff member under the responsibility contract.

All staff members are expected to fulfill their "Responsibility Contract" by performing self-directed and scheduled work outside of the traditional workday.

All Staff will meet the following professional obligations:

Prepare workspace for instruction or support of instruction prior to the opening and at the conclusion of the school year.

Complete State and District mandatory student assessments including administering and scoring as necessary.

Prepare summative progress and grade reports for distribution as scheduled by the building and appropriate to their assignment.

Participate in scheduled staff or building meetings including SST, 504, and IEP meetings which may extend beyond the regular contract work day.

Staff will self-determine their level of involvement for the following obligations:

Participate in self-reflection, goal setting, and related professional growth activities, such as: attending workshops, classes, conferences, seminars or participating in action research projects.

Participate in the development of a building site plan, other building activities or committees such as interview teams.

Develop and maintain a classroom or grade level/department website with the availability of District training and technology.

Individual staff members will work with or in support of one (1) or more colleague(s). The work will be related to curriculum, assessment, site plan activities, consensus decision-making or goals related to the individual's professional growth.

Each staff person is responsible for maintaining a record of work and to retain the record for protection should the state auditor choose to audit the time. The individual staff member will submit verification form of having fulfilled the responsibility contract by June 30th of each year.

3. Compensation Adjustment to the Responsibility Contract

The Responsibility Contract shall be adjusted each year of this agreement to the average compensation in the comparison districts identified below. The District and the Association shall determine the average compensation of the seven comparison school districts (i.e. Standard Contract and TRI compensation received by all certificated

employees through state funding and Programs and Operations levy collections in accordance with their respective negotiated agreements) as of November 30 each school year. The comparison school districts shall include Auburn, Enumclaw, Issaquah, Kent, Renton, Riverview, and Snoqualmie Valley. The increased compensation shall be disbursed in January. If the average compensation calculated in this paragraph is less than the amount originally calculated the mandatory time and responsibility contracts shall not be adjusted.

D. Workday, Planning, Coverage and Closures

1. A certified employee's total workday shall specifically include the thirty (30)-required minutes before and after school and the thirty (30) minutes minimum duty-free lunch.

2. Computed on a weekly basis, employees will average 310 minutes of instructional time per day, and at least forty-five (45) continuous minutes of preparation time each day, except for teachers for grades K-5. Teachers at grades K-5 will be provided an average of thirty (30) continuous minutes of preparation time during the student day. Where buildings have reached a decision using the consensus-based decision making model, a variance shall not be required.

3. Employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel.

4. Teachers of music, art, physical education, and laboratory sciences, librarians, speech therapists, reading consultants, social workers, OT/PT's, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.

5. If mutually agreed by the District and the Association, an employee shall be paid for teaching an extra period during their planning period. Employees shall be remunerated at their per diem rate of pay per teaching period for the extra period worked. Prior to posting these positions, the District shall inform the Association President of the positions. Within five (5) days of written notification of the President of such positions, Association representatives shall meet with District representatives to discuss the positions. The Association shall notify the District of their decision within five (5) days of the meeting noted above. Posting of the positions shall require Association approval.

6. Staff members shall not be assigned to more than fifteen (15) minutes per day, nor more than one (1) hour and fifteen (15) minutes total per week, of supervision of students outside of instructional time.

7. In cases of emergency, which is defined as a time when substitutes are not reasonably available to cover classes, the building staff will determine through the building decision making model how supervision and instruction of students will take place. Effort will be made to assign substitute coverage on an equitable basis, provided that employees who request such assignments will be given first priority. Employees who lose planning time will be reimbursed at their per diem hourly rate of pay. A building may, as one solution for emergency coverage, include the option for staff to assume a portion of someone else's class for a day. If this occurs, the staff person(s) assuming the responsibility will receive a prorated share of regular substitute compensation for the portion of the class and day they have covered.

8. When a staff member has entered a "Duty Out of Classroom" request at least one week prior to the date of the meeting and is called back to the classroom due to a shortage of substitutes, the principal may approve 60 minutes of services rendered time in recognition of the inconvenience.

9. If employees show up for work on a school day canceled for inclement weather and the District has not publicly announced closure by 6:30 a.m., employee(s) will be paid for one (1) hour.

10. The overall model of the daily schedule will be set by the Board. Schools may adjust at the building level within that model taking into consideration the needs of shared staff.

11. The calendar for the following school year shall be negotiated prior to March 30 of the current school year.

E. Additional Assignments and Responsibilities

1. Miscellaneous Activity Money

   a. Buildings will use the funds for the purpose of compensating staff for accepting additional responsibilities for student centered extended learning opportunities or "zero hour" programs and assignments developed through the site consensus process. There will be $29 per FTE student at the elementary level (K-6) and $15 per FTE student at the secondary level available for this purpose. Any elementary funds not used in the year they are allocated will be carried forward to the following year by adding it to the District wide amount available for this purpose. For those assignments or responsibilities that will be compensated, the compensation will be determined by the building as a stipend or per diem pay (a building may pay for zero hour activities at a rate of pay equal to the District average hourly rate of pay). Building based stipends will be identified, listed and available for review by the building staff for future planning.

   b. Certificated staff teaching kindergarten through sixth grade students will receive support for materials and supplies reimbursement, substitute release time, and paying for workshop registrations and books (conference materials). The amount available to each staff person will be their share of $19 per District K-6 FTE students divided by the total District K-6 FTE certificated elementary staff. Part time staff will receive a prorated share.

2. Leadership Money

   a. There will be $28 per FTE student available each year, for compensating for leadership responsibilities.

   b. There will be a flexible system for compensation of building leadership needs and activities. The building's consensus model will be used to determine these roles, the duration of the responsibility and compensation. The process for identifying leadership roles is to:

      - Identify building leadership needs
      - Review how leadership needs have been met in the past
      - Problem solve ways of meeting leadership needs
      - Decide how the building leadership needs are to be met

3. Supplemental Contracts and Additional Assignments. Supplemental contracts for each position will be funded by the District as follows. The employee and supervisor will mutually schedule such days.

   a. Traffic Safety. Traffic safety instructors will be compensated at per diem rate for in-class instruction. Behind the wheel instruction will be compensated at the rate of 2.75% of step one of SAM divided by 36 weeks times the number of hours worked.

b. Career & Technical Education Extended Days. There will be 172 extended days available to CTE staff. The distribution of these days will be determined collaboratively between the building administration and the department.

c. Kindergarten Assessment Days. There shall be 2 days prior to the start of the school year for kindergarten teachers teaching two half-day sessions. There shall be one day for teachers who teach all-day kindergarten or a single half-day session.

d. Special Education and IEP Compensation. Special education, SLP, OT/PT, psychologist staff shall receive .0278 of the individual's standard contract in recognition of the amount of additional time required for writing IEPs and assessments, participating in IEP meetings and/or evaluation meetings. The Director of Special Education may approve additional hours of time, paid at per diem.

e. District Sponsored In-Service Training. One (1) or two (2) in-service instructors who plan and instruct a District staff development class outside of contractual work day/responsibilities, will each be paid at the rate of seventy-five ($75.00) per hour based on teaching/facilitating time. Teams of more than two (2) must be pre-approved by the Teaching and Learning Department and will be compensated at the rate of 2 ½ times the hourly training rate ($188 hourly to be divided among the group of instructors).

f. Mentor Teacher. Tahoma School District is committed to supporting and nurturing new staff members, both professionally and personally. A key component of this assistance is the pairing of new teachers with peer mentors. Mentors are experienced staff members trained to observe, coach and support educators in their first years of teaching. A trusting and effective mentor/mentee relationship is based on mentors as peers. Mentors are not supervisors and mentor observations are not to be used as part of the staff member's evaluation.

Potential mentors should be experienced staff members who are distinguished or proficient in their own evaluations.

Interview teams are encouraged to review the "mentor selection criteria" and identify potential mentors for qualified new hires. Site or program administrators should contact potential mentors, select from those interested, and complete the Mentor Selection Form.

Should problems or concerns arise between the mentor and mentee, either party may seek problem solving support from the site administrator, Teaching & Learning New Teacher Coordinator, and/or an Association representative.

Mentor teachers will receive an annual stipend of $600 and 10 hours of per diem for observations, coaching and meeting time. Mentees will receive an annual stipend of $200.

4. Per Diem Rate. Per diem rate is paid for additional assignments and responsibilities unless otherwise noted in the contract.

5. District Leadership Needs. There are District needs which are met by building level staff. Unless otherwise noted, the per diem stipends will be prorated to the individual's FTE. The selection process for staff members qualified to receive stipends in this section for District leadership responsibilities shall not be subject to the procedures outlined in Article IV Section C. An annual posting of supplemental leadership stipends in this section is specifically not required, however staff members who request to be considered for such stipends for a subsequent year shall be given such consideration. The responsibilities and compensation in this section, which no qualified Association

member accepts, may be offered to qualified individuals outside the bargaining unit. References to base salary shall be the first cell of the first column on the State Salary Allocation Model. See Addendum 3.

6. Supplemental Contract Review and Adjustments

Staff receiving supplemental contracts and additional assignments who document over a period of two years that the days provided to carry out these duties are insufficient, may submit the documentation to the District and Association for consideration.

The District may offer the work of extra days above the contracted supplemental day amounts to non-bargaining unit employees only after posting the extra supplemental contract days in the District. After posting for five days, the District may proceed if no qualified District employee applies for the said extra days.

Any changes to supplemental contracts listed in 3 and 5 above shall be negotiated between the District and Association prior to the next school year through the labor management process.

The specific schedule for the time in the supplemental contract is to be arranged for by the building principal following consultation with the individual involved. The principal, after consultation with and approval of the Superintendent, may request through the Board additional days to a maximum of two (2) days in each position.

Supplemental contracts funded by federal and state monies are to be unaffected by local financial problems as long as the actual position remains intact. The supplemental contract for any federal or state-funded position that is less than full time will receive a reduced supplemental contract that is in direct ratio to the part-time position.

F. Insurance

The District shall contribute to an employee's insurance payment with these provisions:

1. The District shall compute its share of the insurance payment for each certificated staff member on the total insurance package held by that staff member as defined in 2 and 3 below.

2. The insurance payment shall be applicable to any one or combination of the following:

   - Group Health
   - Association sponsored insurance plans
   - WEA Dental Plan, including Orthodontia
   - Life insurance, $50,000
   - Long-term Disability
   - Group Vision

3. The District shall contribute the state-funded amount per month per FTE for payment of dental, long-term disability, vision and life insurance. To the extent funds are available; the District shall cover medical insurance and shall allow for optional deductions for the un-funded amount of medical insurance. If additional amounts are allowed, but not funded, the Association reserves the right to re-open negotiations on this section.

4. The District and the Association recognize that the monthly insurance provision may not be fully utilized due to some employees selecting less coverage than the agreed individual employee allocation after deduction for mandatory benefits. The District will identify the unutilized portion and distribute such amount, if any, to employees whose basic benefit coverage exceeds the District contribution. Basic benefits are defined as dental, group term life, group long-term disability, vision, and health insurance. The

District shall compute the pool to be distributed in October and April of each year to ensure utilization within twenty dollars ($20.00) of the maximum amount.

In the event the distribution described above exceeds the funded amount provided by the state, the amount distributed will be adjusted downward in the employee's remaining pay warrant(s) for the school year in question. Prior to implementing this adjustment the District will inform the Association of the appropriate amount.

Employee-initiated changes may occur once a year during the open enrollment period set by the insurance carrier. An insurance adjustment may also be requested for a qualifying event as determined by the insurance carrier.

Application of available benefit monies:

a. The benefit monies must first be applied toward the following required programs:

- WEA Dental Plan, including Orthodontia
- $50,000 Group Term Life Plan
- Group long-term Disability
- Vision

b. Benefit monies in excess of the above amounts may then be applied to the following health plans:

- WEA Blue Cross Plans
- Group Health Cooperative

c. All optional benefits are at employee deduction. Parties will periodically review and adjust plans.

5. Spouses who are both employed within the Association bargaining unit, or within the Association and another Tahoma School District bargaining unit who agrees to this provision, may pool their individual allocations for the purchase of a single medical health plan (e.g. employee plus spouse or employee plus spouse and children) rather than separate plans.

6. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 2% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.

7. The parties shall abide by state laws relating to school district employee benefits, and this section shall be construed consistent with such laws.

8. This section may be reopened at the request of either party each year in order to comply with changes in state law.

G. Additional Benefits

Staff Wellness Program. To promote healthy, active lifestyles, the District and Association will create a committee to meet annually in the spring to evaluate the staff wellness program offerings for the school year and determine changes, if any, needed for the program. The District will allocate up to $20,000 per year.

H. Pay Periods, Payroll Deductions, Withholding and Annuities

1. Employees will be paid on the last weekday of the month that is not a District holiday.

2. Payroll Deductions

   a. Automatic Deductions: All salaries are subject to payroll deductions for:

   - Withholding tax
   - State Teacher or State Employment Retirement Systems
   - FICA
   - Medicaid
   - Absence not provided for by leaves (computed at per diem based on the staff member's annual salary for each day's absence)
   - Representation Fee
   - State Industrial Insurance
   - Monies will also be deducted when requested by the state or IRS for liens, garnishments, or child support.

   b. Authorized Deductions. The following deductions may be made if authorized by the individual:

   - Additional withholding tax
   - Approved medical plans
   - Short-Term Disability Salary Insurance
   - Tax-sheltered annuities
   - Tax-sheltered Section 125 "Flexible Spending Plan"
   - Payments to Washington School Employees' Credit Union or other financial institutions.
   - Other approved insurance programs
   - Association dues
   - United Way contribution
   - U.S. Savings Bond
   - Direct deposit of employee's paycheck to participating financial institutions

3. Tax-Sheltered Annuity. Once a calendar year employees may initiate and/or change their participation in tax-sheltered annuity programs. The District shall service these through automatic payroll deductions. Annuities may be canceled anytime during the calendar year and this will not be a designated change per IRS rules.

I. Travel

1. In-District Travel. Mileage reimbursement shall be equal to the amount paid per District policy.

2. Out-of-District Travel. The employee shall be reimbursed for those expenses incurred through travel, meals, and lodging per District policy for Board-approved out-of-District projects or visitations.

Article III Leaves

A. Paid Leaves

1. Personal, Illness and Professional Leave

Each certificated employee shall be allocated twelve (12) days of annual leave. Staff members working less than full time will receive prorated leave based on their FTE. Any unused leave in any one (1) year shall be cumulative from year to year to a maximum number of days as defined in state law. No salary deduction shall be made for absences on account of personal illness, professional or personal reason. A maximum of seven (7) days may be used for professional or personal reasons each year.

Medical (including dental and vision) emergencies are considered personal illness. Whenever possible, routine medical, dental and vision checkups or life insurance examinations should be scheduled outside of the contracted work day.

When possible, the employee will provide their supervisor with notice when they will be taking non-illness leave.

Absence in excess of five (5) consecutive days for illness must be supported by a doctor's certificate. Absences of more than four (4) consecutive days for reasons other than illness will not be allowed. In special circumstances for the purpose of attending professional development opportunities which may otherwise not be supported by the District, the building principal and staff member may mutually agree on additional non-illness day(s) to be deducted from the staff member's illness leave.

In the case of a long-term medical leave, a doctor will be asked to complete a District form stating the probable beginning and ending dates for the leave. The completion of an additional form will be required to amend the leave dates.

Up to 20 District certificated staff members (10 at secondary and 10 at elementary) requiring a substitute may be granted non-illness leave. Prior approval will be granted on a first come first served basis following receipt of a request to the District's Human Resources Department. The Human Resources Department in emergency situations may approve exceptions to the limit.

Only leaves for illness, leaves for bereavement, approved duty out of classroom, Association leave, emergency, military, and judicial purposes will be allowed on the workday immediately preceding or following December, February, and April breaks, or the first or last day of school.

Non-illness days shall be taken in full- or half-day increments, excluding mandatory days which can be taken hourly, half-day, or full-day.

Exception to the above:

Emergency Leave. Up to three (3) days of non-illness leave may be used for emergencies. These are to be deducted from the total of seven (7) non-illness days allowed in any given school year. If all seven (7) days have been used, this emergency leave will be unpaid.

Other. Leaves requested but not covered by the above are to be appealed to a District Appeals Committee using the District leave request form. A District Appeals Committee will be formed composed of five (5) voting Association members and two (2) alternates that will serve if one of the five (5) permanent members is from the building where the request originated. This committee will be facilitated by the Human Resources Department. This leave will come out of the seven (7) non-illness days.

2. Bereavement. The District shall grant five (5) days bereavement leave with pay to employees according to the following provisions.

   Up to five (5) days of bereavement leave per occurrence shall be granted for the death of an employee's parent, spouse, child, sibling, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, close friend, or any person living in the immediate household.

   Additional days of bereavement leave may be deducted from accrued days of leave and must be approved by the Human Resources Department.

   The Human Resources Department may also grant additional days of bereavement leave. If no paid leave is available, the cost of the substitute will be deducted.

3. Serious Family Illness Leave

   Up to three (3) days paid leave may be used in a given year for diagnosed life threatening illness or hospital care of those individuals, not including close friend (unless living in the household), listed in 2 above.

   Accumulated sick leave may be used by an employee for illness of any individual identified in 2 who requires treatment or supervision by the employee.

4. Child Birth/Adoption Leave

   Maternity leave shall be provided for the period of disability that prevents an employee from fulfilling her contractual obligation to the District. Accrued illness benefits will be paid only for the period of disability.

   In the case of a maternity-related disability, the doctor will be asked to complete a District form stating the probable beginning and ending dates for the leave. The completion of an additional form will be required to amend the leave dates.

   The employee must submit a written request to her immediate supervisor for maternity leave. This request will include: approximate length of absence, the estimated date the absence is to begin, and the estimated date the absence is expected to end. This request should be signed by the immediate supervisor and forwarded to the Human Resources Department for approval.

   An employee will be granted three (3) days of leave for the adoption of the employee's child or birth of a spouse or partner's child. The leave will be deducted from illness leave. This leave may be used in conjunction with other paid leaves available for this purpose.

   In addition to the above paid leaves, unpaid leave may be allowed for the birth or adoption/foster of a child.

5. Jury Duty and Court Action

   Employees may serve on juries.

   When a staff member is subpoenaed to appear in court on behalf of the District, the District will pay that staff member's per diem pay for the time spent in court, up to a 7 hour work day, when such court appearance occurs on a non-contracted work day.

   When subpoenaed by a court, a staff member shall receive leave without loss of pay for up to fifteen (15) days. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay.

   The provisions above shall not apply and will be considered leave without pay when a staff member appears as the plaintiff, claimant, or defendant on the staff member's own behalf, or in any action or proceeding in which the District or its agents are a party unless said employee is subpoenaed by the District.

6. Association Leave

The Tahoma Education Association will be granted a cumulative total of thirty (30) days of absence each year for professional meetings and business of the National, State, and Local Education Associations. The Association will give five (5) days advance notice whenever possible to the District of pending absence. Whenever more than three (3) Association representatives are released on the same date, the additional representatives will count in the non-illness related leave cap (Section A1 above). The Association will reimburse the District at the substitute teacher pay rate for substitutes hired to cover such absences.

When the parties mutually agree to meet during the workday there will not be a charge to the Association for substitute costs.

B. Unpaid Leaves

1. Leave of Absence. A staff member may request a long-term unpaid leave. The Board upon recommendation of the Superintendent may grant the long-term leave of absence to the staff member. No more than 2% of the staff will be on long-term unpaid leaves at any one time. The following provisions apply:

A staff member must have completed one (1) year of satisfactory service in the District to be eligible for long term-leave. Requests for leave for conditions found in sections a, b, c, and d must be submitted by May 15 of the year preceding the requested leave. Leaves requested for the conditions found in sections e, f, g, h, and i below shall be evaluated by the Superintendent and will not count against the two percent (2%) cap.

The District shall reappoint a certificated staff member upon receipt of a written request submitted no later than March 15. Failure to give written notification to the District by March 15th constitutes a resignation of the position. For leaves of one-year duration, the District will reassign the staff member to their previously assigned building and shall make every effort to reassign the individual to a position commensurate with the individual's training and experience. For leaves of greater than one year's duration, the District shall make every effort to reassign the individual to a position commensurate with the individual's training and experience. Moreover, the growth and future need of the District will be taken into consideration when the leave is granted so that any untenable commitments by either party may be avoided. Further, the conditions affecting leaves under Section d, e, f, and g shall determine acceptance for reappointment as judged by the District.

Leaves of absence may be granted for:

a. Study and research
b. Foreign teaching in the service of the U.S.
c. Approved exchange teacher assignment
d. Work in a professionally-related field
e. Personal illness
f. Family emergency
g. Maternity
h. Military
i. Special cases as recommended by the Superintendent or designee.

2. Family Medical Leave Act. The terms of the FMLA may be found in Board Policy 5404.

3. Leave for Public Office. The District shall provide unpaid leave of absence for certificated employees who have been elected to public office. The following shall regulate the leave:

Any certificated employee who has been elected to a public office has the right to hold that office and to attend to the duties associated with that office.

The duties and obligations inherent in the office held by the employee shall determine the length of the leave.

Certificated employees who have been elected to the state legislature shall be granted leaves greater than their legislative term contingent on the District's securing a qualified (as determined by the District) substitute.

C. Sick Leave Buy-Back and Leave Sharing

1. Sick Leave Buy-Back. The District will continue to provide sick leave buy-back in Board policy pursuant to state statute and WACs for the annual sick leave buy-back. The Board policy authorizing such annual sick leave buy-back will not change during the life of this Collective Bargaining Agreement. Upon an employee's retirement, death, or other separation from employment entitling him or her to receive cash remuneration for accrued sick leave pursuant to state statutes and WACs, the District, in lieu of cash remuneration, shall make an equivalent payment on the employee's behalf to the post employment health plan, which provides a benefit plan for reimbursement of medical expenses, pursuant to RCW 28A.400.210(3). To be eligible for this contribution, the employee shall execute a hold harmless agreement as required under RCW 28A.400.210(3). Except for eligibility to receive a contribution to the benefit plan, no employee shall be otherwise entitled to remuneration for accrued sick leave upon their retirement, death, or separation from District employment.

2. Sick Leave Sharing. Sick leave sharing may be provided by other employees on a case-by-case basis pursuant to state law for an eligible employee who suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or to terminate employment.

The staff member must have depleted, or will shortly deplete his/her sick/personal/family illness leave reserves and is not eligible for industrial insurance benefits.

District employees may donate leave as follows:

a. A staff member who has an accrued annual leave balance of more than ten (10) days may request that the District transfer a specified number of days to another staff member authorized to receive donated leave. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.

b. A staff member who accrues annual leave and sick leave may request that the superintendent transfer sick leave to a staff member authorized to receive shared leave, or the District's annual leave pool. A donating staff member must retain a minimum of 176 hours of sick leave after the transfer.

c. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, or to the District's shared leave pool. A staff member may not request a transfer that would result in an accrued sick

leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury and emergencies.

d. A staff member who receives personal holiday leave may request that the superintendent transfer a specified amount of personal holiday leave to another staff member authorized to receive shared leave, or to the District's shared leave pool. A staff member may request to transfer no more than eight (8) hours of personal holiday leave during any calendar year.

e. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.

f. Any leave donated by a staff member which remains unused shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one staff member shall be returned on a pro-rata basis.

g. Leave shall be calculated on a day-donated and day-received basis.

Article IV Employee Rights

A. Just Cause

No employee shall be disciplined with written reprimand or verbal warning without just cause.

The specific grounds forming the basis for disciplinary action to be added to an employee's personnel file will be sent to the staff member.

An employee shall be entitled to and be informed of the right to have present a representative of the Association during any disciplinary action excluding informal warnings, criticism, or suggestions for improvement which do not independently form a basis for formal action. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present or until two (2) days have passed after such request. In cases where the health, safety, and wellbeing of students, other employees, or District patrons necessitate immediate disciplinary action, the District will notify the Association as soon as reasonably possible that action has been taken.

Any written charge of misconduct made against an employee by any parent, student, or other person will be promptly called to the attention of the staff member.

When charges of misconduct are made against an employee by any parent, student, or other person which results in an investigation, the principal will give written notice of the allegations to the employee within twelve (12) working days of commencement of the investigation. Any investigation will include an opportunity for the employee to respond to all allegations lodged against him/her.

When investigating such charges, the investigation materials and results will be maintained in the District files, except in those instances when the employee is disciplined as a result of the investigation, then the letter of discipline will be placed in the personnel file. The employee will also be given written notice of the results of the investigation within twelve (12) working days of completion of the investigation.

B. Personnel Files

Employees' personnel files maintained in the Human Resources Department or working files in the immediate supervisor's office that may serve as a basis for affecting employment status will be available for inspection by the affected employee. Anyone, at the employee's request, may be present in this inspection.

An employee will have the right to comment on any material placed in the personnel or working file and to have such comments attached to the material in question.

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

The employee will be notified, in writing, within ten (10) working days, that such information has been placed in the file.

The employee will be provided an opportunity to challenge the accuracy or appropriateness of such information.

The employee will be provided an opportunity to enter a written statement of clarification or explanation of such information.

After three (3) years, an employee may request that the District remove derogatory materials from that person's file provided that there has been no similar reoccurrence during those three (3) years. The District reserves the discretion to continue such placement in the personnel file, if deemed relevant. Materials removed will be destroyed as allowed by record retention statutes.

Upon request, the employee and/or the Superintendent or the official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection.

The District will not release documents from an employee's personnel file unless required by law. Prior to the release of any document to someone not acting on behalf of the District, the District shall provide notice of at least five (5) working days to allow the employee to seek an injunction against such release.

C. Assignment and Transfer

1. General Conditions

Employees will be assigned on the basis of the needs of the District.

For the purpose of assignments and transfers building staff positions include classroom teachers, health and fitness and music specialists, counselors, social workers and deans of students. Program staff include special education teachers, SLPs/OTs/PTs/BIS and psychologists.

For the purpose of assignment and transfer a "reassignment" refers to a change in assignment within a building or program. A transfer refers to a change location for building staff or a change in program or from program to a building staff position.

An employee on a special assignment will be guaranteed a return to their same position for one year. If the employee on special assignment serves in that role for an additional year, the District will guarantee return to an equivalent position.

Excessed means an employee's position has been eliminated due to enrollment or program changes and without a transfer he/she would be subject to reduction in force (Article VII).

2. Assignments and Voluntary Transfers. Vacancies on the professional staff will be filled according to the following considerations:

a. **Step 1** In-Building or Program Reassignments.

Employees in-building or in-program will be first considered for reassignment to vacancies within the building or program by their principal or supervisor. Part-time employees, with the recommendation of the principal or supervisor and the approval of Human Resources may increase their FTE in their building or program. Candidates not selected will be told why they were not selected for an in-building or in-program reassignment, in writing, if requested.

b. **Step 2** Vacancies remaining after completion of Step 1:

1) Vacancies will be posted internally for five (5) days and externally until filled. The postings will be simultaneous. HR will retain and keep confidential all information concerning outside applicants until the internal consideration process is complete.

2) Hiring Committees.

(a) Building and program hiring committees, established pursuant to building and District decision matrices will receive training on appropriate hiring and interview techniques and procedures.

(b) Building and program hiring committees will identify in the posting for the vacancy any specific skills, practices, or specific qualifications necessary to be successful in the building or program's culture.

(c) Building and program hiring committees will identify questions for internal qualified candidates that reflect the specific qualification

and culture of the building (these questions as well as basic screening questions may be asked of external candidates).

(d) If the hiring committee has a concern about an internal candidate, which will not be addressed through the questions or presentations developed to identify the ability of a candidate to meet the specific qualifications of the building or program the concern will be conveyed to the candidate. The manner of conveying the concerns to the candidate may include the principal or supervisor informing the candidate in advance of the interview or by raising the concern at the end of the interview. Only concerns that will be considered by the hiring committee in making a transfer decision will be conveyed to the candidate. The principal/supervisor may ask the hiring committee to reach a consensus and record the consensus on the concern, if so after the decision has been made and the position filled the record of the concern will be destroyed.

3) Human Resources will review internal applications and determine those who meet the stated qualifications for the position. The building or program hiring committee will then review the applications of the qualified internal candidates. The committee will elect one of the following options: a) select one of the qualified candidates from the list without interviewing, b) elect to interview a selection from the list, or c) elect to interview all of the internal candidates from the list.

4) With approval of Human Resources, part-time employees may increase their FTE as an internal candidate, through the transfer process if selected by the building or program hiring committee.

5) With the approval of Human Resources, a building or program hiring committee may elect to consider substitutes who have worked for the District for at least 100 days during the past two (2) years as an internal candidate for a transfer.

6) Candidates not selected will be told why they were not selected for an in-District transfer, in writing, if requested. The hiring committee will review the written reasons and concur if requested by the principal or supervisor.

c. **Step 3** Placement of an employee hired without a specific vacancy, converted from a Leave Replacement contract to a Regular Contract, or excessed from a school or program:

1) Employees excessed (RIF'd) from their building or program will be placed prior to offering the position to a replacement employee, substitute, increasing the FTE of another employee, or filling the position from outside the District. Human Resources in consultation with building principals or supervisors will determine the placement of the excessed staff.

2) Building principals or program supervisors may recommend and Human Resources may concur that a leave replacement/long term substitute's contract be converted to a regular contract.

3) The District will identify any positions they wish to recruit for with the Association. A District hiring team(s) will be created to go to job fairs with the authority to provide letters of intent to candidates. These new hires will be hired to the District for positions "to be announced."

4) Following consideration of internal transfer requests and the placement of excessed staff Human Resources in consultation with principals and supervisors will meet and place those staff covered by #2 or 3 above. Human Resources and the principals or supervisors may determine that time permits arranging for informal discussions with these individuals and the hiring committee from the potential building or program. If agreement is not reached by the impacted principals or supervisors Human Resources will make the placement decision.

d. **Step 4** After completing steps 1 through 3 above any vacancies that have not been filled will be filled through consideration of external candidates. Human Resources will identify qualified applicants from the pool of external applicants for building or program hiring committees to consider. Hiring committees will determine who to interview, will conduct the interviews and will recommend a candidate.

3. Posting and Notices

Postings will be made available on the District's website.

Once during each school year, the District will provide each employee the opportunity to request a change of assignment or building transfer applicable to the following school year.

If the District elects to use option 2.b.3 above and does not select one of the internal applicants, the District will interview all other qualified District employees (not substitutes) who apply for the open position.

It is a goal of the District to inform candidates who are not selected before the knowledge of who was selected becomes public. To accomplish this goal the District will attempt to reach the candidates who were not selected by telephone or in person prior to or on the day the decision is made. Written notice will follow. An alternative call-in procedure may be established.

4. Involuntary Assignments or Transfers. Should it be necessary to transfer an employee from building, program or grade level and/or subject to another, the following conditions will prevail:

As much notification as possible will be given, in writing, by the Superintendent or designee to the employee being transferred or reassigned within a program.

At the request of the employee or the District, instruction-free duty time for preparation and orientation in the new school of two (2) workdays will be allowed to the employee transferred during the school year.

When the transfer is the result of Administrative decisions the District will assume responsibility for boxing and moving all but personal items.

5. Moving Reimbursement. Moves not requested by the employee will be compensated as follows:

- Moves from one building to another building: .005 of the base salary.
- Moves to or from a portable classroom on the same site: .004 of the base salary.
- Moves from one classroom to another classroom on the same site: .003 of the base salary.

To receive compensation, individuals must complete a Services Rendered Form that is signed by the building principal. All moves by elementary staff, which fit one of the above categories, will be compensated. On-site secondary moves must involve a total change of homeroom to receive compensation.

6. New Facilities or Reconfiguration. At least nine (9) months prior to the opening of a new facility, realignment, or reconfiguration of the District, the District and Association will meet to develop the process for implementing the necessary change. The District and the Association may agree to a process that includes the suspension of the voluntary and involuntary transfer process set forth above. The process will be communicated to staff in writing prior to any staff change.

7. Contract Renewal and Resignation.

   a. Contracts for returning staff may be offered after April 15. Once offered, a staff member has 10 days to return the contract to Human Resources.

   b. A staff member may resign his/her contract for the subsequent school year any time on or before July 15. Upon receipt of the resignation the District will immediately release the staff member from his/her contract.

   c. After July 15 and during a contract year a staff member may not request to be released from his/her contract with less than thirty (30) days' notice. Once the request is submitted the District will post the position. Providing the District posts the position the staff member may be held to his/her contract until the end of the secondary semester grading period, until the completion of the elementary parent conference period, or until the position is filled, whichever occurs first.

   d. A staff member may appeal to be released from a contract aside from "c" above to a committee composed of 3 Association members and 3 District representatives. At least five of the six members of the committee must agree for the appeal to be granted.

8. Transfer By-Pass Procedures. Through the labor management process a staff member may be transferred or reassigned at any time for the benefit of the staff person and District. This exception to the transfer process set out above may be initiated by the staff person, supervisor, the Association or the District.

Article V Working Conditions

A. General Education Class Size and Special Education Workload

1. General Education Class Size. Both the School Board and the Association recognize the effective utilization of staff members has a direct bearing upon the achievement of the students, e.g., since large class loads for teachers hinder effective learning, the Board agrees to give serious thought toward lowering class loads or teacher-student ratios.

   a. Elementary building administrators will gather input from classroom teachers prior to assigning students to classrooms for the next school year in order to assign students to classes in a fair and equitable manner. Special needs students will be placed collaboratively by the building principal and the appropriate special needs staff.

   b. The District will provide instructional assistant time, release time, or extra pay, at the District's option, if the following class sizes are exceeded:

      1) Grades K through 4: 26 FTE students

      2) Grade 5: 29 FTE students

      3) Grades 6 and 7: an average of 31 FTE students per class.

      4) Grade 8: an average of 32 FTE students per class

      5) Grades 9 through 12: an average of 33 FTE students per class

      These numbers are conditioned on the District receiving full funding at no less than 51:1,000 at K-4 and 46:1,000 at 5-12.

   c. For each one (1) FTE student which exceeds the above numbers, the District will provide 55 minutes of instructional assistant time per week, or an average of one-half hour of release time per week, or $8.00 in 2014-15 and 2015-16 and $10 in 2016-17 per student per day, in lieu of such assistant time or release time. Class size shall be measured no earlier than October 1 and on the 25th calendar day of the second semester (or first working day thereafter) at the secondary level. The District will have ten (10) working days to lower the class size before the above other options will become available. Compensation or reimbursement will be retroactive to the beginning of the semester. The Principal will consult with the impacted staff about the option they would prefer as overload relief.

   d. Excluded from these are traditional large-scale classes, such as health and fitness, driver training, and music, etc. The District will attempt to keep such secondary-level classes at no more than 40 FTE students ("Performance" classes may exceed this limit), but exceeding such limits will not incur instructional assistant time/extra pay/release time except Health and Fitness classes over 40 FTE students will be provided the relief identified in paragraph c above.

   e. Elementary split-grade classes will have class size thresholds of three (3) less FTE students.

   f. When a multi-age classroom is created the teacher, principal and Teaching and Learning Department representative will meet to determine the additional support that the staff person needs and collaboratively develop a plan to meet the needs.

g. When an elementary specialist is assigned the students of all or a portion of an additional class due to shortage of space or staff to provide contractual planning time, the elementary specialist will be provided hourly per diem at the fractional share of the class being assigned (e.g. one-fourth hourly per diem for taking one-fourth of the students from an additional class).

2. Special Education Workload. Staff will receive the relief identified below due to the higher needs of students requiring increased meeting time, communication with parents and staff, development of accommodations, and implementation of new curriculum and learning standards.

   a. Elementary Schools. For each one (1) FTE IEP student above four (4), excluding those students who are on IEPs for only SLP, OT or PT services, the District will provide, at the employee's option, 55 minutes of instructional assistant time per week (if available), or $6 per FTE student per day, or material reimbursement at the rate of $6 per FTE student per day reimbursable monthly. IEP students shall be measured no earlier than October 1. Compensation or reimbursement will be retroactive to the beginning of the semester.

   b. Secondary Schools. For each one (1) IEP student above four (4) per class period, excluding those students who are on IEPs for only SLP, OT or PT services, the District will provide $6 per FTE student per day, or 55 minutes of instructional assistant time per week, or material reimbursement at the rate of $6 per FTE student per day reimbursable at the semester and the end of the school year. IEP students shall be measured no earlier than October 1 and on the 25th calendar day of the second semester (or the 1st working day thereafter). Compensation or reimbursement will be paid monthly and retroactive to the beginning of the semester.

   c. If ESA professional caseloads exceed median number of like-size school Districts, then the affected employee(s) will meet with the appropriate administrator or supervisor to identify possible remedies.

   d. Washington Alternative Assessment System (WAAS) Portfolio: Annually the Special Education Director or designee will meet with teachers scheduled to complete WAAS Portfolio assessments to determine a plan for support to allow each teacher to complete the paperwork and assessment needed to meet the state requirements. The plan will be based on the current OSPI WAAS Portfolio requirements and the number of students to be assessed using the portfolio. Teachers will also be provided access to training on the portfolio process provided by OSPI.

   e. SLP and OT/PT caseloads: Overload assistance will be available to SLP's when their individual caseloads meet the following conditions: Preschool or Kindergarten for each (1) IEP student above 46 (per 1.0 FTE staff) or for Grades 1-12 above 48 (per 1.0 FTE) the SLP will be given additional support. The support can include 55 minutes of paraeducator time per week or an additional hour of IEP writing time for every student over the above numbers. The additional support will be determined in collaboration with the Director of Special Services, the SLP department head, and the assigned SLP. Child counts will be held on the student day immediately following November 1, January 2, and March 1 to determine the needed additional support for the remainder of the school year.

3. Overload Computation. Overload reimbursement for either class size or IEP overloads will be computed from the first day the overload existed.

4. Multiple Classes in Same Period. If the district requires a teacher to teach multiple classes in the same period (excluding Special Education courses), the teacher will be paid a stipend of $500 for two classes or $750 for three classes.

B. Student Discipline

In the maintenance of a safe and sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently, following guidelines of state law, District "Student Rights Procedures and Building Disciplinary Sanctions."

The Board, Superintendent and building administrators shall support and uphold employees in their efforts to maintain discipline in the District, and shall give immediate response to all employees' requests regarding discipline problems provided the employee has followed established District policy as referred to below.

In emergency situations regarding the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board.

The District shall make available in each building multiple copies of the District's Student Rights Handbook. The building administrator shall meet with staff prior to the students' first day to develop and/or review building standards for administering corrective student discipline and other interventions and the uniform enforcement of those standards, including the identification of the lines of authority in the absence of the principal.

Pursuant to state law, in an emergency, a student may be removed immediately from a class, subject, or activity by a teacher or administrator and sent to the principal or a designated school authority, provided that the teacher or administrator has good and sufficient reason to believe that the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of disruption of the class, subject, activity, or education process of the student's school. The removal shall continue only until the danger or threat ceases or the principal or designated school authority acts to impose a short-term suspension, initiate a long-term suspension or an expulsion, or impose an emergency expulsion. This emergency removal authority is limited by, and subject to, state and federal requirements for students with disabilities. The rights of students with disabilities will be assured by the District through the procedures established under state and federal law, including calling the SST/Section 504 meeting in the case of suspension which approximates the statutory limit for these students.

To assist staff members of students with behavior problems who do not have IEP or 504 plans, behavior intervention specialists shall be available for support and consultation.

C. Controversial Issues

Controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. As a vital component of academic freedom, employees shall be primarily responsible for making decisions regarding methods and for recommending basic materials used for the instruction of students. This responsibility shall be tempered by the following:

1. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. In the presentation of all controversial issues, the employee shall make every effort to effect a balance of biases, divergent points of view, and afford an opportunity for exploration by the students into all sides of the issue. The employee's responsibility shall be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility an employee shall be well informed in the areas being studied and present the issues in a manner in which the class perceives the objectives of the study and understands the issues involved and their implications. The appropriate

administrator shall review curricular matters of a clearly controversial nature. In the event that a request for reconsideration is made of the classroom curriculum or library materials, formal procedures shall be followed as outlined in Tahoma School District policy.

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

3. In any event materials and methods used will conform to the instructional materials policy of the District and should be appropriate to the grade and/or maturity of the students involved.

D. Safety/Environment

Any and all concerns related to safe working conditions shall be forwarded and channeled through a representative of the District Safety Committee, which shall continue to meet on a regular basis.

E. Faculty Facilities

The District will provide for its staff members a lounge area within each school building that is for their use. Staff lavatories shall be provided.

F. Liability, Assault or Injury

The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel, students, and the property thereof where that is deemed necessary by such employees. Such insurance protection must include, as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.

Any case of assault upon an employee shall be promptly reported to the immediate supervisor so that appropriate District action shall be initiated. The District shall promptly render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

Whenever an employee is absent from employment and unable to perform currently contracted duties as a result of personal injury sustained in the course of employment, the employee will be paid full salary for the period of absence. A portion of sick leave will be used to supplement Workers' Compensation, thereby equaling the employee's full day of pay. If the employee's sick leave is exhausted, then additional sick leave may be requested through Sick Leave Sharing.

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

G. Non-Discrimination

There shall be no unlawful discrimination against any employee or applicant for employment by reason of race, creed, color, national origin, age, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, or because of their membership or non-membership in employee organizations. The Association and the District will cooperate to assure compliance with nondiscrimination laws.

Article VI Evaluation

A. Purpose of Evaluation

The District and Association believe that professional development in the Tahoma School District is rooted in the intrinsic desire to be a life-long learner and provide quality learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth including the use of research based best practices in a supportive environment with clear performance expectations.

- The principal is an instructional leader and responsible for providing the leadership necessary to create an adult learning community focused on assisting the young people in the District's care to obtain the education they deserve. Principals use the roles of coach, consultant, and evaluator to support staff learning and growth.
- The teacher is a learner. To be an effective learner one must be able to accept that he/she is not perfect and is capable of improving or having a greater understanding of the complex task of teaching young people. Professional growth is supported by an evaluation system that identifies areas of growth as well as areas that meet or exceed standard.
- Where there is room for growth, teachers may have one or more areas that are not yet marked as distinguished or proficient. The system is committed to providing support and partnering with the teacher to improve practice in designated areas of growth over time.
- Ongoing feedback is crucial to continued professional growth. Such feedback must be evidence based including classroom observations and student and teacher artifacts.
- A safe, trusting environment where teachers are respected and valued is needed for constructive feedback.
- Reflection and goal setting is an essential part of professional growth.
- The people who make up our educational system have integrity. Teachers and administrators want to be successful and that success is based on students learning.
- We have a commitment to due process and fair treatment. Our primary focus remains building a system and climate that is based on the belief that all people want to perform well and care deeply about the success of the students and their colleagues.
- We are committed to communicating to staff issues/concerns regarding performance and committed to working collaboratively to support them over time.

B. Provisions Applicable to All Employees

1. Classroom teacher – Certificated staff members who provide "academically-focused instruction to students" shall be evaluated using the TPEP evaluation model (either Comprehensive or Focused). See Sections C, D and E below.
2. Non-classroom staff members – Certificated staff members who do not provide "academically-focused instruction to students" shall be evaluated using the locally bargained criteria as contained in this agreement (either BEP or PDP). See Sections F and G below.
3. Surveys – Student and/or parent perception data may be collected by the district or by an individual employee through mass surveys or other similar means. An administrator shall not use this data as part of an individual employee's year-end evaluation.

4. Recording – All observations shall be conducted openly and in person. Audio, video or electronic devices shall not be used to record any class for the purpose of evaluation without knowledge of the employee. Such records shall not be used for any other purpose without employee permission.

5. Career Assistance – The Association and District will seek or provide funding to create opportunity for employees and administrators to explore career shifts. Individual employees, the Association, or administrators may recommend that an employee take advantage of the career assistance program.

6. Representation – An employee shall be entitled, upon request, to have present an Association representative during any meeting related to matters concerning their evaluation for the sole purpose of observation.

7. Evaluator – Within each school, the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one (1) school shall be evaluated by the principal at the building where the most time is spent. In the event that time is evenly spent, the principals shall discuss and notify the employee who will be the evaluator.

8. Request for Alternate Evaluator – An employee may request in writing to the Director of Human Resources an alternate evaluator. The Director of Human Resources may then designate another individual to perform the evaluation.

9. Grievance – The procedures outlined in this language shall be subject to the Grievance Procedure. Without limiting the generality of the foregoing, the substantive and subjective aspects of an evaluation are specifically excluded from the Grievance Procedure.

10. Required Courses. The District will pay the costs of any course a staff member is required by the District to take. Any additional cost for credit or clock hours will be at the member's option and expense.

11. Other Forms. The supervisor may use a pre-conference form or informal feedback forms. If they so choose to use a form, they shall share the form with their staff as in a faculty meeting before they use the form. The form itself will not be placed in the personnel file.

C. Provisions Applicable Only to Certificated Classroom Teachers (both Comprehensive and Focused)

1. Instructional Framework

   Classroom teachers will be evaluated using the UW CEL 5D+ TPEP evaluation framework.

2. Evaluation Cycle

   All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. The following categories of classroom teachers must receive an annual comprehensive summative evaluation: Classroom teachers who are provisional and any classroom teacher who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous school year. Classroom teachers who are not required to receive a comprehensive summative evaluation may receive a focused evaluation.

   See the separate Memorandum of Understanding for initial transition to this evaluation model during the 2014-15 and 2015-16 school years.

3. Professional Development

Prior to being evaluated on the performance evaluation system each teacher shall receive adequate professional development to comprehend the instructional framework, the evaluative rubric, and process.

Before evaluating classroom teachers, principals and administrators will engage in professional development designed to implement the revised systems and maximize rater reliability.

4. Electronic Data Collection System

An electronic data collection system will be used to store artifacts and evidence as part of the evaluation process. The electronic data collection system adopted will be Homeroom. Any change to the adopted electronic data collection system will be mutually agreed upon by the District and the Association.

D. Provisions Applicable to Classroom Teachers on the Comprehensive Evaluation

1. Self-Reflection

The teacher will complete and share with his or her evaluator a self-reflection of their performance under the instructional framework no later than October 1 and again no later than May 1.

2. Goal Setting

a. Prior to October 15 (or as soon as practical for teachers hired after October 1), the teacher and evaluator shall discuss professional goals, student growth measures and student growth goals to be used for the year.

b. Student growth measures will be taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student achievement data must measure growth between two points in time. The goal for Student Growth Goals 3.1, 6.1 and 8.1 may use the same student growth measures.

3. Gathering of Evidence

a. Evidence is observed practice, products or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced, or resulting from, the normal course of professional performance during the school year.

b. An accurate evaluation requires that documented evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware in a timely manner, of the evidence that will be used in their evaluation.

c. The District commits to documenting evidence of performance readily available via observations and conversations to the greatest extent possible so as to lessen the time required to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the intent of the parties that every effort will be made to provide and collect ample evidence of proficiency. It is the nature and quality of the evidence, not the amount that determines its rating. Principals may request evidence in areas not yet consistent with a proficient rating but may not require a specific amount of evidence or number of artifacts.

4. Observations

Observations are one type of evidence of professional performance relevant to the evaluative criteria.

a. Each teacher shall be observed in the course of professional performance at least two times for a minimum total of 60 minutes.

b. Within the 60 minutes required above, new employees shall be observed at least once for a minimum total of 30 minutes during the first 90 calendar days of employment.

c. Teachers in their third year of provisional status shall be observed at least three times for a minimum total of 90 minutes.

d. At least one observation must be completed prior to the mid-year formative conference.

e. At least one observation must be pre-scheduled.

f. Additional "walk-throughs," with or without pre-observation and/or post-observation conferences, may be completed at any time. Information to be used in the evaluation must be shared with the teacher prior to completion of the summative evaluation.

5. Pre-Observation and Post-Observation Conferencing

a. A pre-observation conference is optional at the request of the teacher or evaluator.

b. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria.

c. A post-observation conference is optional at the request of the teacher or evaluator.

6. Mid-year formative conference

A mid-year formative conference shall be held on or before the last day of February to discuss:

a. a formative evaluation of the teacher's performance to date;

b. where that performance rates on the instructional framework rubric; and

c. where additional evidence and support is needed.

7. Summative Conference

a. An annual evaluation conference shall be completed at least two weeks prior to the end of each school year. Each required criterion shall be rated based on the components in that criterion and discussed collaboratively. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.

b. Two copies of the final evaluation shall be signed by both the evaluator and teacher to document receipt and completion only, and shall be submitted to the Human Resources office no later than the last day of the school year. The signature of the teacher does not imply that the employee agrees with its contents.

8. Criterion Level Scoring

Criterion level scoring shall be determined as follows:

# components	2	3	4	5	6	7	Criteria Score
Total Subscore	8	12	16	20	24	28	
						28	
						27	Distinguished 4
					24	26	
					23	25	
				20	22	24	
				19	21	23	
			16	18	20	22	
			15	17	19	21	Proficient 3
		12	14	16	18	20	
		11	13	15	17	19	
	8	10	12	14	16	18	
	7	9	11	13	15	17	
	6	8	10	12	14	16	
	5	7	9	11	13	15	
	4	6	8	10	12	14	Basic 2
	3*	5	7	9	11	13	
	2	4	6*	8	10	12	
		3	5	7	9*	11	
			4	6	8	10	
				5	7	9	Unsatisfactory 1
					6	8	
						7	

3* The teacher and administrator will have a conversation about whether the component will be scored as Basic or Unsatisfactory prior to the administrator assigning a score.

6* If a majority of the components are Unsatisfactory then the overall criterion will be scored as Unsatisfactory. If the components are evenly scored, then the teacher and administrator will have a conversation about the components prior to the administrator determining a final criterion score.

9* If a majority of the components are Unsatisfactory then the overall criterion will be scored as Unsatisfactory. If the components are evenly scored, then the teacher and administrator will have a conversation about the components prior to the administrator determining a final criterion score.

9. Summative Performance Rating for Comprehensive Evaluation

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

1 = 8-14 Unsatisfactory

2 = 15-21 Basic

3 = 22-28 Proficient

4 = 29-32 Distinguished*

* A classroom teacher with a preliminary rating of Distinguished and a Low student growth rating will receive an overall Proficient rating.

10. Student Growth Scoring

a. Evaluators total the raw score on the five (5) student growth indicators embedded in the instructional framework (3.1, 3.2, 6.1, 6.2, and 8.1). The classroom teacher is given a score of Low, Average or High based on the scores below:

5-12 – Low

13-17 – Average

18-20 – High

In addition, a student growth score of 1 (Unsatisfactory) in any of the rubric rows will result in an overall Low student growth impact rating.

b. Classroom teachers with a Low student growth rating will engage with their evaluator in a student growth inquiry pursuant to WAC 392-191A-100.

c. Classroom teachers with a preliminary rating of Distinguished and a Low student growth rating will receive an overall Proficient rating. Classroom teachers with a preliminary rating of Distinguished and an Average or High student growth rating will receive an overall Distinguished rating.

d. Classroom teachers with a preliminary rating of Basic or Proficient and a Low, Average or High student growth rating will receive an overall rating that is the same as the preliminary rating.

e. The evaluations of classroom teachers with a preliminary rating of Unsatisfactory and a High student growth rating will be reviewed by the evaluator's supervisor who may adjust the final rating.

E. Provisions Applicable to Classroom Teachers on the Focused Evaluation Model

1. In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient or Distinguished in the previous school year may complete a focused evaluation.

2. Self-reflection

Same as Comprehensive. See Section D.1 above.

3. Goal Setting

Same as Comprehensive. See Section D.2 above.

4. Gathering of Evidence

Same as Comprehensive. See Section D.3 above.

5. Observations

Observations are one type of evidence of professional performance relevant to the evaluative criteria.

a. Each teacher shall be observed in the course of professional performance at least two times for a minimum total of 60 minutes.

b. At least one observation must be pre-scheduled.

c. Additional "walk-throughs," with or without pre-observation and/or post-observation conferences, may be completed at any time. Information to be used in the evaluation must be shared with the teacher prior to completion of the summative evaluation.

6. Pre-Observation and Post-Observation Conferencing

Same as Comprehensive. See Section D.5 above.

7. Mid-Year Formative Conference

A mid-year formative conference may be held on or before the last day of February at the request of the teacher or evaluator to discuss:

a. a formative evaluation of the teacher's performance to date;

b. where that performance rates on the instructional framework rubric; and

c. where additional evidence and support is needed.

8. Summative conference

Same as Comprehensive. See Section D.7 above.

9. Overall Summative Performance Rating

A summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected. The final criterion score will be considered the final summative score.

10. Student Growth Measures

The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use the student growth rubrics in criterion 3 or 6, as selected by the teacher.

F. Provisions Applicable Only to Non-Classroom Staff on a Basic Evaluation Plan (BEP)

1. The following staff members will be evaluated on a Basic Evaluation Plan (BEP): provisional contract employees, employees with a formal plan of improvement, employees who have been removed from PDP in accordance with Section G.3 below, or employees on probation.

2. Goal Setting

Prior to October 15 (or as soon as practical for teachers hired after October 1), the employee and evaluator shall discuss professional goals to be used for the year.

3. Observations

Observations are one type of evidence of professional performance relevant to the evaluative criteria.

a. Each employee shall be observed in the course of professional performance at least two times for a minimum total of 60 minutes.

b. Within the 60 minutes required above, new employees shall be observed at least once for a minimum total of 30 minutes during the first 90 calendar days of employment.

c. Employees in their third year of provisional status shall be observed at least three times for a minimum total of 90 minutes.

d. At least one observation must be completed prior to the mid-year formative conference.

e. At least one observation must be pre-scheduled.

f. Additional "walk-throughs," with or without pre-observation and/or post-observation conferences, may be completed at any time. Information to be used in the evaluation must be shared with the employee prior to completion of the summative evaluation.

4. Pre-Observation and Post-Observation Conferencing

a. A pre-observation conference is optional at the request of the employee or evaluator.

b. The purpose of the pre-observation conference is to discuss matters such as the professional activities to be observed, the content, objectives, and strategies of the professional activity, the length of the observation and possible observable evidence to meet the scoring criteria.

c. A post-observation conference is optional at the request of the employee or evaluator.

5. Mid-year formative conference

A mid-year formative conference shall be held on or before the last day of February to discuss:

a. a formative evaluation of the employee's performance to date;

b. where that performance rates on the evaluative criteria; and

c. where additional evidence and support is needed.

6. Summative Conference

a. An annual evaluation conference shall be completed at least two weeks prior to the end of each school year. Each required criterion shall be rated based on the components in that criterion and discussed collaboratively. This analysis will be based on a holistic assessment of the employee's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.

b. Two copies of the final evaluation shall be signed by both the evaluator and employee to document receipt and completion only, and shall be submitted to the Human Resources office no later than the last day of the school year. The signature of the teacher does not imply that the employee agrees with its contents.

G. Provisions Applicable Only to Non-Classroom Staff on a Professional Development Plan (PDP)

1. Staff members not on BEP are on PDP. A staff member will remain on a PDP unless they are removed as defined below.

2. Program coordinators, peers, and deans of students (in lieu of the principal) may play the role of coach or facilitator within the PDP process.

3. Overview of Professional Development Plan

a. Professional Development Plans are designed to encourage and support the professional enrichment and growth of staff members in the District. Data generated while a staff member is under the PDP plan belongs to the staff member and may not be used in an employment decision.

b. The staff member with the evaluator and, if appropriate, peer will work together to articulate a Professional Development Plan. (Use Addendum 7 and will meet formally and informally throughout the year to discuss progress of goals.

c. Supervisors will determine a schedule over the course of the school year for goal development. Goals may be for more than one year. Goals should be developed collaboratively by the staff member, the supervisor and, if appropriate, peers.

d. A final meeting with the supervisor, staff member and peer coach(s) will be held to analyze data, review success of goals and to sign the verification form for the personnel file.

4. Filing. The original copy of the PDP Verification Form shall be filed in the staff member's personnel file in the District's Human Resource Department.

5. Removal from Professional Development Plan (PDP)

a. If after conducting "walk-throughs", goal setting, informal observations, communication and discussions regarding area(s) of needed support, and other interactions with the employee over time, the supervisor concludes a non-provisional staff member on PDP no longer approaches or meets standards or has ceased to work toward, or ceased to make sustained progress toward meeting standards, the supervisor will notify the staff member and the Human Resources Department that he/she is invoking the need for the employee to be placed on a Basic Evaluation Plan (BEP). The staff member shall be informed of the supervisor's decision to be placed on the BEP evaluation format prior to October 1. The supervisor will provide the Director of Human Resources with a brief statement of the supervisor's perceptions of the problem.

b. The Human Resources Department, in collaboration with the Association, will coordinate the selection of an individual to support and assist the staff member in meeting area(s) of deficiency identified. The staff member, the supervisor, the identified support individual, and Association representative, if requested, shall meet to identify the specific area(s) of needed support. The role of the support individual is to promote growth, not to evaluate. No information shared between the evaluator and the support individual may be used as the basis for evaluation.

c. Following one year, the supervisor may determine that adequate growth has been attained in which case the staff member can be returned to a PDP. If adequate growth has not been attained, the BEP process may continue.

H. Non-Probationary Plans of Assistance

1. The District shall require the following employees to participate in a non-probationary plan of assistance:

a. Any continuing contract employee covered under the evaluation procedures set forth in Section F or G above (non-classroom staff members) who receives an unsatisfactory evaluation at the end of the previous school year;

b. Any continuing contract employee covered under the evaluation procedures set forth in Section F or G above (non-classroom staff members) who has had a minimum of two (2) formal observations (for a total observation time of no less

than sixty minutes) which indicate the employee has serious performance deficiencies in one (1) or more areas defined in the observation and evaluation criteria in which instance such plan of assistance may be implemented at any time after the conclusion of the two required observations; and

c. Any continuing contract employee covered under the evaluation procedures set forth in Section D or E above (classroom teachers) with more than five years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.

2. The District may require the following employees to participate in a non-probationary plan of assistance:

   a. Any provisional employee;

   b. Any continuing contract employee covered under the evaluation procedures set forth in Section C or D above (classroom teachers) with five or fewer years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.

3. For employees participating in non-probationary plans of assistance under subsections 1 and 2 above, the administrator, the employee, the Association and District shall attempt to develop a mutually agreeable written plan with appropriate support, resources and intervention strategies designed to improve the employee's effectiveness and to prevent the need to place the employee on probation. At least one (1) additional formal observation shall be held to determine if the employee has made sufficient progress in the identified areas of deficiencies. Said formal observation(s) shall not be conducted unless three (3) weeks have elapsed from the time of completion of the remediation plan.

4. The evaluations of certificated classroom teachers with a rating of Unsatisfactory whose immediately preceding evaluation rating was Distinguished or Proficient will be reviewed by the evaluator's supervisor.

I. Probation

Employees shall be placed on probation subject to the following:

1. At any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing by the Superintendent that the employee is being placed on probation commencing on the date identified in the notice.

2. For classroom teachers who have been transitioned to the revised evaluation system, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is "not judged satisfactory" as that term is used in subsection 1 above: Level 1 (Unsatisfactory); or Level 2 (Basic) if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

3. The written notice of probation shall enumerate the specific areas of deficiency along with a reasonable program for improvement. In addition to the support and assistance of a second evaluator under paragraph 7 below, a reasonable program for improvement shall identify the satisfactory levels of performance to be achieved in the areas of deficiency and the supports or assistance offered to help the employee improve in those areas.

4. All written communications to the employee shall be served upon the employee personally or sent by certified or registered mail or by leaving a copy of the notice at

the house of his/her usual abode with some person of suitable age and discretion then residing therein.

5. A probationary period shall be established beginning any time after October 15, for a minimum of sixty (60) days, and ending no later than May 1. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her areas of deficiencies.

6. During the probationary period the evaluator shall meet with the employee at least twice monthly to evaluate the progress being made on the remediation plan during the remediation process. A written evaluation of this progress will be provided in a timely fashion to the employee after each meeting.

7. Second Evaluator During Probation

   a. The evaluator shall identify one additional non-bargaining unit certificated employee to evaluate the probationer and aid the employee in improving his or her areas of deficiency.

   b. The second evaluator shall provide a written evaluation of the employee's performance to the evaluator, and provide a copy to the employee, no later than the conclusion of the probationary period. The evaluation shall be based on multiple observations of performance and a review of other available evidence, with a particular emphasis on the areas of deficiencies identified by the evaluator and any areas of disagreement identified and brought to the attention of the second evaluator by the employee. This evaluation shall use the district evaluation criteria and scoring methodologies in this Article to produce an overall summative score.

   c. Separate from this second evaluator, both the District and the Association reserve the right to appoint additional experts of their own choosing at any time to observe and evaluate the employee's performance.

8. Upon the conclusion of the probationary period, the evaluator shall evaluate the employee's progress in remediating his or her performance and provide a report to the employee and the Superintendent.

9. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

10. The Superintendent will fully consider all the evidence and facts of each particular case before deciding probable cause or causes exist for non-renewal of an employee's contract. In the event the Superintendent determines that there is probable cause or causes that the employment contract of an employee should not be renewed by the District for the next ensuing term, such employee shall be so notified in writing on or before May 15, preceding the commencement of such term. Such notification shall specify the cause or causes for non-renewal of contract.

11. Every such employee so notified at his/her request made in writing and filed with the Board within ten (10) days after receiving such notice, shall be granted opportunity for hearing to determine whether there is sufficient cause or causes for non-renewal of contract. If any such notification or opportunity for hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the District for the next ensuing term upon contractual terms identical with those which would have prevailed if his/her employment had actually been renewed by the Board for such ensuing term.

Article VII Reduction in Force

A. General Provisions

The Board will determine the educational program adopted by the district. The Superintendent will develop a list of employees to be recommended to the Board for a Reduction in Force if necessary in a given year to operate that educational program. For the purpose of this section, administrators may be reassigned as employees consistent with their experience and qualifications as employees set out below.

B. Definitions

Employees will be considered for retention in the employment category or categories for which qualified by either experience or training.

1. **Experience and Training:**

   Experience: An employee is qualified by experience in any given category if assigned at least two (2) periods per day for at least one (1) semester in that specific category during the current or preceding five (5) years.

   Training: An employee is qualified by training in any given category if the employee meets the requirements for Highly Qualified Teacher in the subject, holds current certification/endorsement for the subject, or has the equivalent of 45 quarter credits in the subject area.

2. **Categories:** Employees will be considered for retention in one or more of the following categories:

   a. Elementary classroom teaching (K through grade 5)

   b. Secondary classroom teaching (grades 6-12): Art, Language Arts, World Language (by each individual language to be offered), Alternative Education, Mathematics, Science, Social Studies, Traffic Safety Education, or CTE Endorsement including middle level technology

   c. Support Services and Specialists: Counselors, Librarians, English Language Learners Specialists, K-12 Health and Fitness Teachers, Music Specialists (by each individual program to be offered), School Nurse, Social Workers, or Curriculum and Instruction Specialists

   d. Special Education: Special Education Preschool Teacher, Elementary Special Education Teacher, Secondary Special Education Teacher, Speech Language Pathologists, Occupational Therapist, Physical Therapist, Vision Specialist, School Psychologist, or Behavior Intervention Specialists. An appropriate special education teacher certificate or satisfactory experience recognized by the District is required for qualification as a secondary or elementary special education teacher.

3. **Part Time Employees:** Less than 1.0 FTE employees will have seniority as established by this section. These employees will not be eligible for increased FTE or contract conditions other than those held at the time of retention determination.

C. Seniority

In establishing seniority for the purpose of Reduction in Force, the following criteria will be applied in the order in which they are listed to the employees covered by this section:

1. In order to qualify for ranking, the employee must possess such valid Washington State certification or other licenses or certificates as may be required by state law and regulations.

2. Employees will be placed into categories consistent with Article VII, Section B.

3. Employees identified above will be ranked as to length of contracted service as recognized by the District. Less than a full year of experience will be recognized as to the actual number of contracted days, converted to FTE.

   a. In the event ties exist in the application above, those employees will be ranked as to column placement on the District salary schedule.

   b. In the event ties still exist, a doctorate degree, master's degree, or baccalaureate degree as recognized by the District for salary purposes, will be recognized in that order.

   c. In the event ties still exist, those employees within the category with the greatest number of credits accepted by the District toward progression on the District salary schedule will be ranked ahead of those employees with fewer credits.

   d. In the event ties still exist, the length of contracted experience in the Tahoma School District shall prevail.

   e. In the event ties still exist, the length of experience in the category will prevail.

4. Ranking Order (Seniority).

   a. Employees will be placed into categories based on experience. All employees will be listed in descending order in conformance with Article VII, Sections A, B and C. No later than February 15, an initial preliminary list will be ordered from the last to most senior employee and will include present assignment and other categories for which qualified. Employees who wish to appeal their placement on the seniority list have a three level appeal process. An employee must meet the timelines at each level to move to subsequent levels of appeal. If any of the dates fall on a day not part of the standard employment contract for staff, then the deadline will be moved to the next such work day.

   b. Employees who have additional information regarding experience and/or training will identify additional categories for which they believe to be qualified on a "Request for Consideration Form". This form must be received in the Human Resources Department no later than March 5. Information, as submitted by the employee and verified by the District Human Resources Department, will be used in determining Reduction in Force decisions.

   c. Any changes to the ranking order list as a result of Article VII, Section C.4.b will be reflected in a final ranking order list to be completed and communicated to Association members no later than March 15.

   d. Appeals to Final Ranking Order List: An employee who wishes to object to the final ranking order list must file a written appeal with the Human Resources Director. Such appeal will be submitted no later than April 1 and will include a full statement as to the facts on which the employee contends the list should be modified and recommended modification to be made. Disposition of the employee's appeal for modification will be completed no later than April 10. If the employee remains dissatisfied with the decision of the Human Resources Director, the employee may appeal that decision to the Board no later than April 15. The Board will hear the employee's appeal on the same evening as their last regularly scheduled board meeting in April. The Board's written decision will be communicated to the employee no later than May 5. Any changes to the official seniority list will be communicated to all employees.

Appeal Timelines	
The chart below shows the timelines listed above. An employee must meet the timelines at each level to move to subsequent levels of appeal. If any of the above dates fall on a day not part of the standard employment contract for staff, then the deadline will be moved to the next such work day.	
Topic	**Completed no later than:**
Initial preliminary list	Feb 15
Level 1: Request for consideration form	March 5
Final ranking order list	March 15
Level 2: Appeal to HR Director	April 1
Response from HR Director	April 10
Level 3: Request for Appeal to Board	April 15
Appeal to Board	Last regular meeting in April
Board Decision communicated	May 5

D. Selection for Layoff

Staff selection will be made from the seniority list in descending order, from most to least senior employee, on the basis of the criteria listed above.

In the event an employee qualified above is not available for assignment within the present staff, the District will employ such additional certificated employees as may be required to staff the adopted educational program.

A list of employees to be non-renewed will be communicated to the Association on or before May 15.

When an employee is assigned to a category other than that held at the time of implementation of these procedures, the evaluations of the employee, during the initial year of assignment, will bear the notation that the evaluation is for an assignment other than that held at the time of implementation of these procedures.

E. Provisions for Re-Employment

Employees non-renewed as the result of reduction in force will be placed on an employment list according to seniority as of May 15 of the school year in which the decision to non-renew was made. The employee will have priority, in that order, in the filling of an open position for which qualified above until October 1 of the school year succeeding the school year in which the employee will be non-renewed (approximately 17 months). Individuals hired from said list will retain all rights and benefits accrued prior to non-renewal.

Individuals included on the employment list will inform Human Resources of any change in personal information (name, address, phone number), availability, or eligibility for employment.

Offers for employment by the District will be in writing and delivered in person or by certified mail. A copy of each offer will be communicated to the Association.

An individual will forfeit rights to employment as provided in this section if the individual signs a certificated employee contract with another District or does not accept the offer of employment as an employee with this District within five (5) working days and report for work within eleven

(11) working days from date of offer provided. However, no individual will forfeit rights to employment by virtue of signing or refusing to sign a limited contract with this District or by refusing a position with a lesser number of hours than that held during the year in which non-renewed.

F. Provisions for Reduction of Employees (ROE) Leave

The District will allow a number not to exceed five percent (5%) of the retained employees leave in accordance with the following:

1. The employee requesting ROE leave will file an application for ROE leave (form) with Human Resources.
2. The District will have the right to deny such leave in writing if the District considers said applicant essential to the orderly and effective operation of the educational program during the ensuing school year or if a qualified replacement is not included on the District employment list.
3. ROE leave will be granted for one (1) full contracted year only to permit the District to employ a qualified individual included on the employment list.
4. No employee will be granted ROE leave for more than one (1) year in duration and no employee may receive two (2) such leaves under this section.
5. The position of the employee on leave will be filled by a qualified individual included on the District's employment list. Said individual will not have continuing employment rights to the position to which temporarily assigned.
6. Said leave will in no way exempt the employee on leave from reduction consistent with these procedures during the ensuing or subsequent school years.
7. This subsection will in no way limit the District in the operation or management of the District educational program.
8. Employees taking leave under this subsection will be re-employed for the ensuing school year provided there is a position available for which the employee is qualified above.
9. Employees on leave will accrue no rights or benefits while on leave. If the employee returns to the District immediately following the year of leave, seniority and employee benefits will be reinstated at the level accrued at such time as the leave was granted or at such level as that agreed upon in a successor agreement.

Article VIII Grievance Procedure

A. Definitions

1. "Grievant" shall mean an employee or group of employees or the Association filing a grievance.
2. "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the interpretation or application of the terms of this Agreement.
3. "Party in Interest" is the person(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean working days except as noted in Section E1 of this procedure.

B. Rights to Representation

1. The Board shall recognize a Professional Rights and Responsibility Committee upon its selection by the Association. At least one committee representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented unless the grievant formally requests otherwise.
2. If, in the judgment of the Association, as determined through its constitutional procedures, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2. The Association may process such a grievance through all levels of the procedure. A grievance involving more than one (1) supervisor and grievance involving the administrator not at the building level may be filed by the Association at Level 2.
3. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level 2.
4. The Association, on its own, may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involved the application or interpretation of the Agreement and was not resolved through other legal means, or such a resolution pending.

C. Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the issue resolved without the intervention of the Association, as long as the Association is notified in writing as to the disposition and that the disposition of the matter is consistent with the terms of this Agreement.
2. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure unless the grievant specifically requests otherwise.

D. Procedure

Informal Meeting with the Supervisor: The parties in interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. The employee may request Association representative(s) to attend this informal meeting(s) for the purpose of helping to clarify and articulate the concern, as well as describing potential area(s) of conflict with the Negotiated Agreement.

Level 1 Written Grievance: Following the informal meeting with the supervisor, and within twenty (20) working days of the time following knowledge of the act or condition which is the basis of the complaint, the grievant may present a written grievance to the immediately involved supervisor. The supervisor shall provide the aggrieved party with a written response to the grievance within six (6) working days after the receipt of the written grievance.

Level 2 Superintendent: If the grievant is not satisfied with the disposition of his/her grievance at Level 1, then the grievant shall have six (6) working days in which to refer his/her grievance to the Superintendent or his/her official designee. Upon receipt of the Level 2 grievance, the Superintendent or his/her official designee shall arrange for a mutually-agreeable date and time for a hearing with the grievant and/or the Association, to take place within ten (10) working days. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have six (6) working days to provide his/her written decision, together with the reasons for the decision to the grievant.

Level 3 Arbitration: If the grievant is not satisfied with the disposition of his/her grievance at Level 2, he/she may with ten (10) working days after receiving the written response from the Superintendent, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involved the interpretation, meaning, or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to whether the issue is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute and will be based on whether the dispute involved an interpretation, meaning, or application of the terms of this Agreement.

Within a fifteen (15) day period from the date of the written notice of submission to arbitration, a request for an arbitrator will be made to an arbitration association. The parties will thereafter be bound by the rules and procedures of the designated arbitration association.

Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party before the completion of Level 2 meetings. Unless amended by the arbitrator, the arbitrator will hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law. The arbitrator shall rule on the interpretation of the terms of the contract and may not alter or revise the terms of the contract. The decision of the arbitrator will be conclusive, will be submitted to the Board and the Association, will henceforth constitute the accepted interpretation of the disputed matter and will be final and binding upon the parties.

The arbitrator shall have no power or authority to rule on any of the following:

a. The termination of services of, or failure to re-employ any provisional employee.

b. Any matter involving employee evaluation, provided that evaluation procedure shall be subject to the arbitrator's review.

c. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect or reduction in force.

The costs for the services of an arbitrator, including per diem expenses, if any, and his/her travel subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

E. Miscellaneous Provisions

1. Time Limits

   The accompanying chart shows the timelines listed above. An employee must meet the timelines at each level to move to subsequent levels of appeal. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. Failure of the District to respond to a written grievance within the time limits specified in this procedure shall allow the grievant to move the grievance to the next step of the grievance procedure.

   The District and Association may mutually agree in writing to extend the time limits at any one of the steps. If any of the above dates fall on a day not part of the standard employment contract for staff, then the deadline will be moved to the next such work day.

   When a grievance is submitted on or after June 1, time limits shall consist of all week days (excluding observed holidays), so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

2. No Reprisals. No reprisals of any kind will be taken by the Board or the District against any employee because of his/her participation in this grievance procedure.

3. Cooperation between the Association and the District. The District and the Association will cooperate in the investigation of any grievance.

4. Financial Responsibilities. If hearings or any occasions initiated by the Superintendent or his/her official designee require that an employee or an Association representative be released from his/her regular assignment for the purpose of investigating or processing a grievance, then that employee or Association representative shall be released without loss of pay or benefits.

5. Personnel Files. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. Grievance Forms. Any forms required for filing grievance, serving notices, taking appeals, reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be shared by the District and the Association.

Grievance Timelines	
This chart summarizes the grievance timelines. An employee must meet the timelines at each level to move to subsequent levels of appeal. Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. Failure of the District to respond to a written grievance within the time limits specified in this procedure shall allow the grievant to move the grievance to the next step of the grievance procedure. The District and Association may mutually agree in writing to extend the time limits at any one of the steps. If any of the above dates fall on a day not part of the standard employment contract for staff, then the deadline will be moved to the next such work day. When a grievance is submitted on or after June 1, time limits shall consist of all week days (excluding observed holidays), so that the matter may be resolved before the close of the school term or as soon as possible thereafter.	
Topic	**Completed no later than:**
Informal meeting with supervisor	Level 1
Level 1: Written grievance to supervisor	20 working days after employee is aware of the act or condition
Written response from supervisor	6 working days
Level 2: Written appeal to Superintendent	6 working days
Meeting with Superintendent	10 working days
Written response from Superintendent	6 working days following the meeting
Level 3: Notify the Association to pursue arbitration	10 working days
The Association notifies district of intent to file for arbitration	15 working days
Request for arbitration	15 working days
Arbitrator's hearing and decision	20 working days, unless amended by the arbitrator

Article IX Terms of the Agreement

A. Recognition

The Association shall be the sole representative of all the certificated personnel employed, or to be employed, by the Board with the exception of the Superintendent, the Deputy Superintendent, Assistant Superintendent, Directors, the District Athletic Coordinator, principals, associate principals, and assistant principals.

After a substitute works thirty (30) days in the current school year or is hired to work in excess of twenty (20) consecutive days in the current school year, the substitute will be included in the bargaining unit provided that only the following sections will apply to substitutes: Article IX, Section H5; Article IV, Sections A and B and Article V Sections B, C, E, and F. Access to the grievance procedure shall apply for those provisions. Casual day-to-day substitutes are paid the substitute rate of pay.

Twenty (20) consecutive-day substitutes shall be paid at their salary schedule placement on the 21st day, retroactive to day one.

B. Gender

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine.

C. Status of the Agreement

This Agreement shall become effective when ratified and signed by the Board and the Association. No change in this Agreement either in whole or in part shall be valid unless ratified and signed by the parties.

Individual contracts between the District and individual employees shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall supersede language in District rules, regulations, or policies, which is inconsistent with its terms.

Association representatives may meet with the Superintendent or his/her designee at mutually agreeable times during the school year to review problems and practices concerned with the administration of this Agreement.

With the approval of the Superintendent, the District shall supply the Association with the information that the Association deems necessary for negotiations.

D. Entire Agreement

The Agreement expressed herein in writing constitutes commitments between both parties and may be altered, changed, added to, or modified only through the voluntary, mutual consent of the parties in written and signed amendment.

E. Conformity to Law

If any provision of this Agreement or any application of this agreement to any employee covered hereby shall be found contrary to law, such provision or application shall have effect

only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

F. Variance Requests

Building or programs may apply for variances to specific provisions of this Agreement to both the Association and the District. Variances, if approved, will be for specific time periods agreed to by the parties. The Association and the District may agree to a joint variance process or each may apply its own criteria.

G. Printing/Distribution

Within a reasonable time following the ratification and signing of this Agreement by the parties, the Association shall distribute an electronic copy of the Agreement to each certificated employee. Upon individual request, a printed copy will be provided. Prior to printing, the cost shall be agreed upon by the Association and the District. In subsequent years during the life of this Agreement, supplements shall be issued. The cost of printing shall be shared equally between the District and the Association.

H. Association/District Rights and Responsibilities

1. Posting and Bulletin Board Rights. The Association or its official representatives shall have the right of access and use of bulletin boards in the various rooms or places designated for faculty use in the Tahoma School District. All posted materials shall be dated and signed by the responsible Association member.

2. School Mail Rights. The Association or its official representative shall have reasonable access to and use of the school mail system in the Tahoma School District with the approval of the Superintendent. All materials shall be dated and signed by the responsible Association member. The parties will determine the appropriate use of the e-mail system for Association and staff.

3. Building Use. The Association may use District school buildings for meetings and to transact official business on school grounds at all reasonable times outside the regular school day with the approval of the Superintendent.

4. Right to Organize Classes and Workshops. Certificated staff members in the Tahoma School District shall have the right to organize and carry out workshops and classes. These workshops and classes may be held on school property, whether these courses are for college credit, in-service District credit, or for noncredit. Upon parental permission, students and/or their parents may be involved in these workshops and classes. Any classes or workshops will not interfere with the normal school day activities or any other scheduled sanctioned activities. The District has the right to require a reasonable rental for the use of school district facilities.

5. Representation Fee Deductions. In the event that any employee employed after September 1, 1983, fails to sign and deliver an assignment of wages form described herein, the Board agrees to deduct from the salary of such employee a representation fee in an amount equal to full membership dues required of a member of the Association; except for employees who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list. Any employee who was not a member of the Association and was not paying the representation fee as of August 1, 1983, shall not be subject to this provision. Representation fee deductions shall be handled and transmitted by the Business Office in the same fashion as membership deductions. Substitute membership in the Association is optional. Any employee claiming a bone-fide religious objection shall notify the Association and the District of the objection in writing. Pending determination of this

bona fide religious objection, the District agrees to deduct from the salary of the employee claiming the objection an amount equivalent to the representation fee; provided, however, that the monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the law has been made. Upon final determination the Association will notify the District as to where to release the money that has been withheld.

The Association shall hold the District harmless from any liability caused by the administration of this section. Substitute membership in the Association is optional.

I. No Strike/No Lock-Out

The Association agrees that during the term of this Agreement, it will not cause or encourage its members to engage in any strike or other work stoppage. The District agrees it will not lock-out its employees during the term of this Agreement.

J. Rights of the Board

The Board and the Association recognize that the Board has certain powers and duties that under the Constitution and Laws of the state of Washington may not be delegated, limited, or abrogated by an agreement with any party.

It is the intention of the parties hereto that all rights, powers, prerogatives, duties, and authority of the Board are retained by the Board except for those which are specifically abridged or modified by this Agreement. Such abridgment or modification will be to the extent specifically set forth in this Agreement and such abridgments or modifications are to be strictly construed.

K. Subcontracting

The District will negotiate pursuant to the duty imposed by RCW 41.59 and rules of OSPI prior to subcontracting any bargaining unit work. This section shall not apply to subcontracting with other state-supported educational institutions.

L. Duration and Commitment

We are committed to the belief in a collaborative process as embodied in this agreement.

This agreement shall become effective September 1, 2014 and shall continue in effect through August 31, 2018. During the duration of this Agreement the parties mutually agree to resolve problems and address concerns that arise. The parties commit to continue a collaborative process to meet the interest and resolve problems identified by the parties. The parties agree to meet no later than the spring 2018 for the purpose of negotiating a successor agreement.

Contingent on two (2) levy collections in each year, the District will continue the compensation for the Responsibility Contract and the Mandatory Supplemental Contract.

We shall monitor the progress made toward achieving the collaborative building decision making models through the use of action research, surveys and research on readiness of buildings to undertake change. We will mutually agree on criteria for measuring readiness for change and we will provide that criteria to building staff for their consideration. When a building believes that it is ready to address compensation issues it will notify the Association and District. Information, guidance and findings will be shared with buildings as the building determines its ability to implement the changes identified in this Agreement.

This Agreement shall reopen upon written request by either party to consider the impact of newly legislated and/or state-funded programs. Additionally, this Agreement may be reopened at any time during its term upon mutual written consent of the District and the Association.

###

ADDENDA

to the

NEGOTIATED AGREEMENT

September 1, 2014 – August 31, 2018

between the

TAHOMA SCHOOL DISTRICT

and the

TAHOMA EDUCATION ASSOCIATION

Addenda

The following pages include addenda 1 – 14

Addendum 1 – State Allocation Model
Addendum 2 – Activity Salary Schedule
Addendum 3 – Supplemental Contracts for District Leadership Needs
Addendum 4 – Grievance Form
Addendum 5 – TEA Adopted Code of Ethics of the Education Profession
Addendum 6 – Professional Goals Form - Comprehensive
Addendum 7 – Professional Goals Form – Focused or PDP
Addendum 8 – Comprehensive Evaluation Form
Addendum 9 – Educational Staff Associate (ESA) Formal Observation Form
Addendum 10 – Educational Staff Associate (ESA) Formal Evaluation Form
Addendum 11 – Verification of Completion of One Year of PDP Form
Addendum 12 – Verification of Completion of One Year on Focused
Addendum 13 – Curriculum Documentation Process
Addendum 14 – Building Decision Making Matrix Template

Addendum 1 – State Allocation Model

TAHOMA SCHOOL DISTRICT NO. 409
2014/2015 WASHINGTON STATE ALLOCATION MODEL (SAM)

YRS EXP	BA	BA+15	BA+30	BA+45	BA+90	BA+135*	MA	MA+45	MA+90/PHD
0	$34,048	$34,968	$35,920	$36,875	$39,939	$41,913	$40,820	$43,885	$45,860
1	$34,506	$35,439	$36,403	$37,400	$40,496	$42,459	$41,274	$44,370	$46,332
2	$34,943	$35,884	$36,859	$37,933	$41,020	$43,004	$41,731	$44,818	$46,802
3	$35,393	$36,343	$37,329	$38,437	$41,518	$43,549	$42,164	$45,243	$47,276
4	$35,834	$36,826	$37,818	$38,964	$42,064	$44,110	$42,618	$45,718	$47,765
5	$36,290	$37,287	$38,288	$39,498	$42,586	$44,673	$43,080	$46,169	$48,256
6	$36,759	$37,734	$38,769	$40,039	$43,113	$45,211	$43,552	$46,626	$48,723
7	$34,582	$38,572	$39,621	$40,960	$44,079	$46,235	$44,438	$47,556	$49,713
8	$38,787	$39,831	$40,905	$42,355	$45,516	$47,751	$45,832	$48,994	$51,228
9		$41,135	$42,262	$43,765	$46,999	$49,310	$47,241	$50,477	$52,788
10			$43,635	$45,247	$48,524	$50,913	$48,724	$52,003	$54,390
11				$46,772	$50,121	$52,557	$50,249	$53,599	$56,034
12				$48,249	$51,761	$54,269	$51,835	$55,238	$57,748
13					$53,440	$56,024	$53,476	$56,918	$59,501
14					$55,128	$57,844	$55,165	$58,716	$61,322
15					$56,563	$59,349	$56,599	$60,242	$62,917
16					$57,693	$60,535	$57,731	$61,447	$64,174

*Persons holding a bachelor's degree as the highest degree & whose total eligible credits were 135 or more before January 1, 1992, are grandfathered at the BA+135 column. This column is closed to all other placements.

Addendum 2 – Activity Salary Schedule

High School

Experience Years	0	1	2	3	4
Annual Advisor	$2,793	$2,886	$2,980	$3,073	$3,030
Debate Advisor (reg)	$4,163				
Debate Advisor (post)	$1,785				
Debate Asst. Advisor (reg)	$3,124				
Debate Asst. Advisor (post)	$1,340				
Math Team Advisor	$1,428				
Robotics Advisor (state)	$4,163				
Robotics Advisor (nt'l)	$1,785				
Robotics Asst. Advisor (state)	$3,124				
Robotics Asst. Advisor (nt'l)	$1,340				
STEP Project Coordinator	$1,500				
We the People (state)	$4,163				
We the People (nt'l)	$1,785				

Band Advisor	$4,731	$4,889	$5,046	$5,205	$5,360
Colorguard Advisor	$2,500				
Marching Band Advisor	$2,500				
Pep Band Advisor	$2,500				
Percussion Advisor	$2,500				
Vocal/Choir Advisor	$4,731	$4,889	$5,046	$5,205	$5,360
*Drama Director/Play	$3,109	$3,213	$3,317	$3,420	$3,523
*Drama Director/Musical	$3,730	$3,855	$3,980	$4,104	$4,227
Musical Director/Musical	$3,264	$3,373	$3,483	$3,591	$3,699

*$5,283 will be allocated for classified support including but not limited to the following: Costume Design, Set Design, Choreography, Rehearsal Accompanist. The drama director(s) will determine the allocation of the support resources to support each year's productions.

Junior High/Middle School

Experience Years	0	1	2	3	4
Activity Coordinator/Middle	$2,872				
Activity Coordinator/TJHS	$1,961				
Annual Advisor	$2,118	$2,189	$2,260	$2,329	$2,399
Athletic Coordinator/Middle	$1,785				
Athletic Coordinator/TJHS	$5,744				
Robotics Advisor/Middle	$1,500				
Robotics Advisor/TJHS	$2,500				

**Band Advisor	$3,515	$3,632	$3,749	$3,867	$3,983
**Vocal/Choir Advisor	$3,515	$3,632	$3,749	$3,867	$3,983

**If staff serve as itinerant or in split school assignments, teachers will meet with representatives of the labor management team to determine stipend amount(s).

*Drama Director/Play	$2,487	$2,570	$2,654	$2,736	$2,818
*Drama Director/Musical	$2,487	$2,570	$2,654	$2,736	$2,818

*$7,116 will be allocated for classified support including but not limited to the following: Music Director, Costume Design, Set Design, Choreography, Rehearsal Accompanist, Assistant Director. The drama director(s) will determine the allocation of the support resources to support each year's productions.

Elementary School

Elementary Music Specialist	$2,000

Addendum 3 – Supplemental Contracts for District Leadership Needs

Position	% of base	Days Per Diem	Rate	Comments
504 Coordinator			$75	per plan
Advanced Placement Coordinator			$750	
Camp Casey Assistant Director	4.50%			
Camp Casey Attendee	1%			Per session
Camp Casey Counselor	2%			
Camp Casey Director	12.50%			
Camp Casey Overnight Supervisor	0.25%			Per session
Chemical Hygiene Officer			$250	
Dean of Students		20		Per FTE
District Drug and Alcohol Prevention Coordinator	15%	5		
District Library Chairperson	5%			
EEP Site Supervisor			$5,000	
EEP Site Supervisor/Summer			$1,500	
Elementary Counselors/Social Workers		3		
Elementary Drama			$1,500	Per elementary school & RRC
Elementary Honor Band			$1,500	Per elementary school
Elementary Honor Choir			$1,500	Per elementary school
ELL Coordinator		10		
Gifted Coordinator	10%	8		
GLAD Trainer			$500	
Librarian Elementary		5		Full days per school location
Librarian High School		10		Full days per school location
Librarian Junior High/Middle School		7		Full days per school location
Mentee Teacher			$200	
Mentor Teacher		1.5	$600	
National Board Candidate Leader			$2,000	
Nurse		2		
Nurse Coordinator	3%	10		
Preschool Coordinator		6		
Psychologists		10		Prorated to FTE
Reading Coordinator	10%			
Secondary Counselor		10		Per FTE
Secondary Head Counselor (per FTE)		15		Per FTE
Site Prevention Program Coordinator			$2,000	Four (4) total district wide
Special Education Coordinator	10%	20		
Substitute Coordination			$1,030	One sub at THS
Summer School Coordinator	15%			
Sustainability Coordinator (Green Team Leader)			$500	Per school
T & L 10 Tech Teacher Leader			$500	
T & L 10 Tech Teacher Leader/Facilitator/Tech Summit			$1,500	
T & L Content Area Coordinator			$1,000	
T & L Content Area Demonstration Teacher			$1,500	
T & L Content Area Facilitator			$500	
T & L Department Support Staff		15		
T & L Teacher Leader			$500	
Theater Manager			$12,000	
THS Activity Coordinator	40%			

Addendum 4 – Grievance Form

Tahoma Education Association

PO Box 184 Maple Valley, WA 98038

Official Grievance - Complaint by the Aggrieved

Aggrieved Person(s): _____

Work Phone(s): _____

School: _____

Supervisor(s) Against Whom Grievance is Filed: _____

Association Grievance Representative: _____

UniServ Representative: _____

Statement of Grievance:

On _____, _____ the Tahoma School District violated the Collective Bargaining Agreement when _____

_____

_____

In violation of Article_____ Section _____, and any other that may apply.
Article _____ Section _____ states that: _____

_____

_____

Relief Sought:
To make the grievant(s) whole by _____

_____

_____

in compliance with the CBA and any other remedy that may be deemed fair and appropriate by an arbitrator.

_____ _____

Signature of the Aggrieved Date

Cc

Addendum 5 – TEA Adopted Code of Ethics of the Education Profession

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling his/her obligation to the student, the educator:

1. Shall not, without just cause, restrain the student from independent action in his/her pursuit of learning and shall not, without just cause, deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes, unless no other qualified teacher is reasonably available.

Addendum 6: Professional Goals Form -- Comprehensive

Tahoma School District #409

FALL CONFERENCE FORM

Comprehensive Evaluation

Employee Name:_____ Current Position: _____ Location: _____ Sch. Yr.: ____

Professional Development Plans are designed to accommodate the professional enrichment and growth of staff members in the Tahoma School District. The staff member, colleague and supervisor will work together to develop professional goals and strategies to meet those goals. Plans should clearly articulate how accomplishment of goals will improve student learning.

Complete a self-evaluation on the TPEP rubric prior to the conference.
What areas did you identify as strengths on your self-assessment? Name specific components from the rubric.
What growth areas did you identify on your self-assessment? What specific components do you want to focus on this year?
What will you use as evidence of growth in the areas you identified?
What support, resources, and/or training will help support growth for you and your students?

_____ _____

Signature/date Signature/date

Addendum 7: Professional Goals Form – Focused or PDP

Tahoma School District #409

GOAL FORM

Professional Development Plan:
Focused or PDP

Employee Name: _____ Current Position: _____ Location: _____ Sch. Yr.: ____

Professional Development Plans are designed to accommodate the professional enrichment and growth of staff members in the Tahoma School District. The staff member, colleague and supervisor will work together to develop professional goals and strategies to meet those goals. Plans should clearly articulate how accomplishment of goals will improve student learning.

State Criterion selected:
What are the reasons you selected that criterion?
What are your goals within that criterion?
What is your plan of action for achieving those goals? Who, what, where, when, how?
What will you use as evidence of achievement of your goals?
What support, resources, and/or training will help you achieve your goals?

_____ _____

Signature/date Signature/date

Addendum 8: Comprehensive Evaluation Form, page 1

Employee Name: _____

Current Position: _____

Location: _____ School Year: _____

		SCORE (1-4)
Criterion 1	Centering instruction on high expectations for student achievement	
Criterion 2	Demonstrating effective teaching practices	
Criterion 3	Recognizing individual student learning needs and developing strategies to address those needs	
Criterion 4	Providing clear and intentional focus on subject matter content and curriculum	
Criterion 5	Fostering and managing a safe, positive learning environment	
Criterion 6	Using multiple student data elements to modify instruction and improve student learning	
Criterion 7	Communicating and collaborating with parents and school community	
Criterion 8	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	

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

Overall Criterion Score: _____

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

Addendum 8: Comprehensive Evaluation Form, page 2

Employee Name: _____

Current Position: _____

Location: _____ School Year: _____

OVERALL RATING:

_____

Summative Rating & Impact on Student Learning Matrix

Summative Rating	Impact on Student Learning: Low	Impact on Student Learning: Average	Impact on Student Learning: High
Distinguished	***Proficient Rating*** Student Growth Inquiry	***Distinguished Rating***	
Proficient	***Proficient Rating*** Student Growth Inquiry	***Proficient Rating***	
Basic	***Basic Rating*** Student Growth Inquiry	***Basic Rating***	
Unsatisfactory	***Unsatisfactory Rating*** Plan of Improvement		

Consequences as a result of Intersection between Summative Rating and Impact on Student Learning Rating

Tahoma School District #409

Standards for Quality Professional Practice
Educational Staff Associate (ESA) Personnel
Formal Observation Form

Name_____Position_____Bldg._____

Observation Date/Time_____Activity / Lesson_____

	Problem Area	Approaches Standard	Meets/Exceeds Standard	Not Observed at this time
KNOWLEDGE AND SCHOLARSHIP IN SPECIALIZED FIELD	☐	☐	☐	☐
♦ Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice and research related to the field. ♦ Exhibits the ability to explain child developmental concepts and serve as a resource of information for other school personnel. ♦ Relates and applies knowledge, research findings and theory to develop a program of services.. ♦ Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of individual students.				
MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT	☐	☐	☐	☐
♦ Selects and recommends assessment materials, resource materials, and equipment appropriate to student needs. ♦ Demonstrates a broad knowledge of resource and assessment materials, including both standardized and non-standardized. Insures that the proper application and interpretation of such assessments. ♦ Protects student and family information as mandated by federal and state regulations and consistently meets statutory requirements.				
INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL	☐	☐	☐	☐
♦ Plans and implements a program to serve the needs of the school population, and the special needs of individual students. ♦ Initiates and/or follows through on recommendations for counseling groups and other support services to meet the special needs of individual students. ♦ Consults with appropriate District staff members concerning the development, coordination and/or extension of services to those needing specialized programs. ♦ Effectively leads meetings and discussions to determine the delivery of services to students when needed. ♦ Responds promptly to requests for support and concerns expressed by other support and instructional staff members.				

Addendum 9: Educational Staff Associate (ESA) Formal Observation Form, page 2

	Problem Area	Approaches Standard	Meets/Exceeds Standard	Not Observed at this time
INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL (CONTINUED)	☐	☐	☐	☐
♦ Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students ♦ Presents the school's program to the public when opportunities are available in a professional manner.				
SPECIALIZED SKILLS	☐	☐	☐	☐
♦ Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable. ♦ Instructional goals and behavioral expectations are clear and effective. ♦ Provides guidance and inservice to other staff members as appropriate to support District Outcomes and Indicators. ♦ Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families as needed. ♦ Assists instructional staff and administrators to utilize specialized information into the regular curricular program. ♦ Administers assessment procedures or organizes and assists those who will administer assessment procedures.				
PROFESSIONALISM	☐	☐	☐	☐
♦ Responds to parent and staff questions and concerns in an appropriate and timely manner. ♦ Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided. ♦ Utilizes peer and supervisor feedback to refine and shape practices. ♦ Discusses problems, new ideas, gives & receives feedback respecting and accepting various viewpoints. ♦ Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession. ♦ Implements an effective system for managing timelines and paperwork associated with the profession. ♦ Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities.				

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he or she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Employee Statement Attached? ☐Yes ☐ No

THIS FORM IS TO BE KEPT IN THE ADMINISTRATOR'S WORKING FILE FOR A MAXIMUM OF 3 YEARS.

Tahoma School District #409

Standards for Quality Professional Practice
Educational Staff Associate (ESA) Personnel
Evaluation Form

Name_____Position_____Bldg._____

	Problem Area	Approaches Standard	Meets/Exceeds Standard	Not Observed at this time
KNOWLEDGE AND SCHOLARSHIP IN SPECIALIZED FIELD	☐	☐	☐	☐
♦ Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice and research related to the field. ♦ Exhibits the ability to explain child developmental concepts and serve as a resource of information for other school personnel. ♦ Relates and applies knowledge, research findings and theory to develop a program of services.. ♦ Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of individual students.				
MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT	☐	☐	☐	☐
♦ Selects and recommends assessment materials, resource materials, and equipment appropriate to student needs. ♦ Demonstrates a broad knowledge of resource and assessment materials, including both standardized and non-standardized. Insures that the proper application and interpretation of such assessments. ♦ Protects student and family information as mandated by federal and state regulations and consistently meets statutory requirements.				
INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL	☐	☐	☐	☐
♦ Plans and implements a program to serve the needs of the school population, and the special needs of individual students. ♦ Initiates and/or follows through on recommendations for counseling groups and other support services to meet the special needs of individual students. ♦ Consults with appropriate District staff members concerning the development, coordination and/or extension of services to those needing specialized programs. ♦ Effectively leads meetings and discussions to determine the delivery of services to students when needed. ♦ Responds promptly to requests for support and concerns expressed by other support and instructional staff members.				

Addendum 10: Educational Staff Associate (ESA) Formal Evaluation Form, page 2

	Problem Area	Approaches Standard	Meets/Exceeds Standard	Not Observed at this time
INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL (CONTINUED)	☐	☐	☐	☐
♦ Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students ♦ Presents the school's program to the public when opportunities are available in a professional manner.				
SPECIALIZED SKILLS	☐	☐	☐	☐
♦ Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable. ♦ Instructional goals and behavioral expectations are clear and effective. ♦ Provides guidance and inservice to other staff members as appropriate to support District Outcomes and Indicators. ♦ Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families as needed. ♦ Assists instructional staff and administrators to utilize specialized information into the regular curricular program. ♦ Administers assessment procedures or organizes and assists those who will administer assessment procedures.				
PROFESSIONALISM	☐	☐	☐	☐
♦ Responds to parent and staff questions and concerns in an appropriate and timely manner. ♦ Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided. ♦ Utilizes peer and supervisor feedback to refine and shape practices. ♦ Discusses problems, new ideas, gives & receives feedback respecting and accepting various viewpoints. ♦ Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession. ♦ Implements an effective system for managing timelines and paperwork associated with the profession. ♦ Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities.				

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he or she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Employee Statement Attached? ☐ Yes ☐ No

Addendum 11: Verification of Completion of One Year of PDP Form

VERIFICATION OF COMPLETION OF ONE YEAR OF PDP

Employee Name: _____

Current Position: _____

Location: _____ School Year: _____

This verifies that the staff member has completed one year on PDP and a year-end conference has been completed.

_____	_____
Employee Signature	Date
_____	_____
Evaluator Signature	Date

To be completed and forwarded to Human Resources.

Addendum 12: Verification of Completion of One Year on Focused

Tahoma School District #409

FOCUSED EVALUATION FORM

Employee Name: _____

Current Position: _____

Location: _____ School Year: _____

SCORE (1-4)

Criterion Selected	
Student Growth	While there is no student growth impact, a rating of 1 on any student growth rubric will trigger a student growth inquiry.

Overall Rating

Distinguished ____

Proficient ____

Basic ____

Unsatisfactory ____

Addendum 13: Curriculum Documentation Process

Curriculum Review and Documentation Process

Activity	Responsibility
1. Examine data to prioritize needs to include but not limited to: - Curriculum alignment with state and district standards - Scope and sequence across grade levels - Student achievement and growth	T&L
2. Meet with grade level / content area to review data and outline process	T&L
3. Seek staff input and identify lead teachers who will serve on committee to review resources	T&L and Principals
4. Review resources and develop a work plan to create the District curriculum. Guidance on use of purchased and District developed resources will be provided through pacing guides, implementation frameworks, and unit overviews.	T&L and Lead Teachers
5. Resource adoption will follow district process as outlined in District Policy and Procedure 2020 (see BoardDocs)	T&L
6. If units are being developed and published by T&L collaboratively with Tahoma teachers the process will include: - Identification of outcomes and core skills for the unit - Outline of the unit including lessons, activities, concepts/skills, Tahoma Student Outcomes including Habits of Mind and Thinking Skills - Assignment of lessons to be authored by lead teachers - Write lessons - Submit lessons to T&L for review, editing, and feedback - Confirm revisions with lead writers - Publish to SharePoint	T&L and Lead Teachers
7. Common assessments will be developed to monitor student achievement and growth.	T&L and Lead Teachers
8. Implementation of new curriculum will include a structure for teachers to provide feedback. Review of teacher feedback and student achievement and growth data will be used to inform curriculum revisions.	T&L and Lead Teachers

Addendum 14 -- Building Decision Making Matrix Template

School: _____ **Most:** _____% **Date adopted:** _____

Decisions pre-printed on this chart cannot be changed. The building shall determine who has input, recommending or decision making authority where the chart is blank. The building has the autonomy, within the scope of the building's contractual and legal authority, to add topics through a consensus process.

TOPIC	INPUT	RECOMMENDATION	DECISION
Budget - Building Budget (MSOC)			
Budget - Activities Money (Article II.E.1)			
Budget - Leadership Money (Article II.E.2)			
Building Daily Schedule*			
Calendar - Open House, Parent Conferences, Finals, Staff Meetings, Grades/Progress Reports			
Discipline Plan and Sanction Charts		Ad Hoc Citizens Committee	School Board
Early Release Time for PD Schedule (Article II. B. 6)			
Grade Level Assignments (elementary)			Principal
Hiring		Principal	School Board
Mandatory Days - Calendar and Planning of Content			
Master Schedule (secondary)			Principal
New Courses (secondary)			School Board
Room Assignments			Principal
School Safety Plan		Safety Committee	Principal
Site Plan		Leadership Team	School Board
Staff Meetings - Planning of Content			
Substitute Teachers - Coverage for Shortage			Principal

* The overall model of the daily schedule will be set by the School Board. Schools may adjust at the building level within that model taking into consideration the needs of shared staff. See Article II.D.