

NEGOTIATED AGREEMENT


between the

TAHOMA SCHOOL DISTRICT

and the

TAHOMA EDUCATION
ASSOCIATION

September 1, 2007 – August 31, 2010



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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.

For the Tahoma Education Association:

For Tahoma School District No. 409:

Article I Decision-Making Process

A. Overview and Model

1. Overview. It is the Tahoma Education Association, Administration, and School Board's (hereafter "we") belief that a collaborative approach is necessary to ensure that students are successful in acquiring the knowledge, skills and attitudes reflected in the Essential Academic Learning Requirements (EALRs) and school district outcomes and indicators.

We support staff in creating an environment where there is a commitment for all students to experience success.

Critical to this success is the development of quality curriculum, instruction, and assessment practices grades K through 12. To support consistent standards throughout the system, we are committed to developing a common curriculum based on the EALRs, including identifying best instructional practices and assessment techniques. The building staff, with system support, has the responsibility to implement the curriculum, instructional practices, and assessment technique(s).

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

Consistent with our belief concerning the need for collaboration, a consensus decision-making model shall be used to reach decisions. 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 model based on consensus including identifying how and which decisions are made by whom and when.

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

1. Beliefs about consensus include:

- a. Identifying the parameters surrounding the decision;
- b. Involving as participants those who are impacted;
- c. Creating an environment where diversity is honored, encouraged, practiced and modeled;
- d. Providing time and opportunity to reach consensus;
- e. Accepting responsibility for the process including supporting, agreeing to or living with the group's decision; and,
- f. Establishing a means of communication and representation (i.e. feedback loops).

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

- a. Using consensus decision making, consensus being defined as a result which all staff can live with even if the result is not the one that the individual would have chosen;
- b. Establishing a timeline for assessment of decisions reached through consensus;
- c. Establishing a clear process for developing an agenda and facilitating meetings;

- d. Providing time for the collaborative process to work, recognizing the commitment all must have in supporting the process;
 - e. Recognizing that members of committees, leadership or planning teams understand their role as representatives of a constituency. Representatives are clearly responsible for seeking and communicating input, concerns and alternatives from their constituency;
 - f. Identifying clear communication mechanisms and channels for involving and informing staff, management and impacted people of decisions;
 - g. Including a process for clarifying the givens, parameters, and limitations on the staff, committee or individuals that must be considered when making a decision;
 - h. Establishing a clear procedure for involving impacted people or groups in providing input into the process when appropriate;
 - i. Establishing a clear procedure for making and subsequently informing staff of emergency decisions;
 - j. Collecting and utilizing data for decision making;
 - k. Establishing an environment where diversity is honored, encouraged, practiced and modeled;
 - l. Establishing a clear procedure for how a decision will be made when consensus is not reached or when consensus is not the chosen process.
3. Assistance for Decision Making Staff, with their principal, shall determine the training, coaching or other assistance they need to develop the skills necessary to successfully use a consensus based decision-making model. The Association, Administration and the Board will support building staff in obtaining the necessary assistance.
4. Building Level Decisions. We believe that there are critical decisions that are best made through a consensus based decision-making model. We also believe that limited time is available for decision making. Consequently, we encourage that work not needing consensus, as determined by the building model, be delegated to appropriate parties within the building. However, we believe the following decisions need the involvement of all the stakeholders and, therefore, consensus must be reached on how the answers to the following questions will be determined:
- a. What level of support from the system is necessary for implementation of the District curriculum?
 - b. How will Mandatory Supplemental Contract days, Student Learning Improvement Grants and other discretionary funds be used to improve teaching and learning?
 - c. How will we develop or change school based programs?
 - d. Which behavior interventions that support a safe and positive learning environment will be included in our building discipline plan?
 - e. How will student/staff health and safety be ensured on both a routine basis and in emergencies, including when substitute coverage is not available?
 - f. How will the instructional schedule be determined?
 - g. How will the site budget priorities be established?

The building Student Learning Improvement Plan (“Site Plan”) , as referenced in the Tahoma School District Student Learning Improvement Plan, needs to include the answers to questions a, b, and c above. The parties recognize that staffs need additional time to develop building consensus and decision-making models.

C. District Teaching and Learning Decisions

1. Belief. We support the Washington State learning goals and standards with a focus on the essential academic learning requirements. We recognize that certain conditions advance successful student learning. They include:
 - a. Time and opportunity for students to learn
 - b. Minimal disruption to curriculum delivery due to standardized testing
 - 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. Professional development
2. Curriculum Summits. To effectively guide district decision making regarding curriculum development, the district shall institute a model that allows for broad based participation in identifying preferred visions for each curricular area. Curriculum summits shall be established in the following areas:
 - a. Language Arts (Reading and Writing)
 - b. Math
 - c. Science
 - d. Social Studies
 - e. Health and Fitness
 - f. The Arts
 - g. Assessment
 - h. Technology

Other summits may be created as needed to ensure the development and monitoring of curriculum.
3. Membership. The selection process for staff members to serve on Curriculum Summits shall not be subject to the procedures outlined in Article IV, Section C. Staff members who request to be considered for the Summits for a subsequent year shall be given such consideration. Membership on each summit shall include the following representatives:
 - a. One primary representative from each elementary schools (grades K-2)
 - b. One intermediate representative from each elementary school (grades 3-5)
 - c. One representative from each middle school
 - d. One representative from the junior high school
 - e. One representative from the high school
 - f. One special education representative
 - g. One elementary principal representative
 - h. One secondary principal representative
 - i. One Teaching & Learning Department facilitator
4. Responsibilities. Summits are charged with the following responsibilities:

- a. Establish a preferred vision for each content area based on research, state requirements, and district priorities
 - b. Asses current state including curriculum resources, assessment needs, and professional development support
 - c. Review state and district assessment data for the purpose of monitoring curriculum implementation
 - d. Develop plans for closing the gap between the preferred and the present state: Resources, Assessments, Professional Development
5. Meeting Schedule. Summits shall meet two or three times a year to establish preferred vision and to develop an action plan for closing the gap between preferred and present state. Once action plans are determined, small committees will complete outlined projects. The large group will come together at least once every other year to hear updates from the working committees, review current data, and determine next steps. Recommendations and decisions shall be guided by best practices, data review, and state and district expectations.

D. District Budget Preparation

TEA 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 TEA 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 Allocated 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: \$117.00 per full day. Early Dismissal Day Substitute Rate: \$78.00. The minimum half-day rate shall be \$59.00.

B. Standard Employment Contract

Staff members receive a basic contract for 182 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 182 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 district curriculum as outlined in the Student Learning Improvement Plan, District curriculum documents, and State EALRs, including use of various teaching strategies and resources. Specialists plan and provide meaningful program activities that support student progress toward building, District and state EALR goals.
 - Provide meaningful instruction during available instructional time.
 - 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 Washington Administrative Code, state requirements, and district policy (for example: CTE Education Programs, Special Education Programs, and 504 Plans).
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. 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, keep updated in subject area(s), and maintain or for those on emergency/probationary certification work toward proper certification.
 6. Learning Improvement Days. The 2 Learning Improvement Days must be used for developing and updating student learning improvement plans; implementing curriculum materials and instructional strategies; providing professional development to implement the selected curricula and instruction; developing and implementing assessment strategies and training in assessment scoring; and conducting other activities intended to improve student learning for all students, including students with diverse needs. Activities shall be consistent with district and school plans for improving student learning. District and school plans shall delineate how the learning improvement days will be used to assist students in meeting the essential academic learning requirements and help the district or school achieve state and local accountability goals. Plans shall be made available to the public.

These additional 2 days will not be prorated for part-time employees; part-time employees will be expected to work the full Learning Improvement Days.

It is the intent of the parties that the work performed on these mandatory days is relevant and meaningful to all staff who participates. Consequently, while whole school activities may be planned, alternative activities for specialists or other departments

(such as Special Services staff supervised by the Director of Special Services) may be appropriate and should be considered by the buildings or department.

The days must be in ½ or full day segments and cannot be added on to a regular workday.

Learning Improvement Days, if missed, are treated as other standard employment contract days and subject to regular paid leave provisions.

7. Building staff will schedule and attend parent conferences. Building plans may include flexible scheduling to accommodate after-hour conferences.
8. Elementary Music teachers will conduct at least one performance per grade level per year (some grade levels need two concerts due to size). Music teachers can use up to 21 hours of compensatory time during conference days.

C. **Responsibility Contract**

1) 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 7.14 percent of the continuing staff member's standard salary.

Staff in their 1st provisional year of employment with the District will receive a responsibility contract for 5.49 percent (An additional four (4) paid work days -see Section II.4., Mandatory Supplemental Contract to be used for district and building orientation and training on curriculum.) Staff, new to the District, is 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 will, during their first year, receive the same contract as a 1st year provisional. A staff member hired after October 1 will have their 5.49 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. Professional obligations include the following types of work:

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 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 or seminars or participating in action research projects.

Participate in the development of a building site plan or other building activities or committees.

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

Individual staff member 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 (green folder) of having fulfilled the responsibility contract by June 30th of each year.

2) Veteran Teacher Incentive:

In addition, for 2007-2008 Tahoma Education Association employees who have completed 28 or more years of employment in public education in Washington State prior to the start of this year and are employed on a continuing contract will receive additional payment added to their Responsibility Contract for 2007-08 equal to 1.37 percent of their standard employment contract.

For 2008-2009 Tahoma Education Association employees who have completed 29 or more years of employment in public education in Washington State prior to the start of the year and are employed on a continuing contract will receive additional compensation added to their Responsibility Contract for 2008-09 equal to the average of the total compensation of the same seven districts. The increased compensation shall be disbursed in eight (8) equal installments January 2009 through August 2009.

3) Compensation Adjustments:

For 2008-2009, the District and the Association shall determine the average total compensation (i.e. Standard Contract and TRI compensation received by all certificated employees in accordance with their respective negotiated agreements) of the seven comparison school districts that include Auburn, Enumclaw, Issaquah, Kent, Renton, Riverview, and Snoqualmie Valley, as of November 30, 2008. The District shall increase total compensation by an amount that brings the total compensation (base salary and TRI) to half-way between the 2007-08 pay and the average total compensation of the seven comparison districts for 2008-09. Compensation shall be designated as one (1) additional mandatory day and the rest in Responsibility Contract compensation. The increased compensation shall be disbursed in eight (8) equal installments January 2009 through August 2009.

For 2009-2010 the District and the Association shall determine the average total compensation of the seven comparison school districts (i.e. Standard Contract and TRI compensation received by all certificated employees in accordance with their respective negotiated agreements) as of November 30, 2009. The District shall increase the Responsibility Contract compensation by an amount that brings the total compensation (base salary and TRI) equal to the average of the total compensation of the same seven districts. The increased compensation shall be disbursed in eight (8) equal installments January 2010 through August 2010.

D. Mandatory Supplemental Contract

The decision on how and when to use 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.

For the 2007-2008 school year there will be five (5) mandatory supplemental contract days. The parties encourage sites to use the time in significant blocks, to the extent possible.

The District shall increase the mandatory time and compensation by one (1) day to be directed by the building administrator, bringing the total equivalent to six (6) mandatory days in accordance with Article II, C. 3) Compensation Adjustments.

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 days 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.

E. Workday, Planning, Coverage and Closures

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.

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-6. Teachers at grades K-6 will be provided an average of thirty (30) continuous minutes of preparation time during the student day.

A segment of time at the end of each professional development early dismissal and waiver day will be designated to allow teachers individually or collaboratively to reflect, do additional reading, or do specific planning related to the implementation of instructional practices or curriculum related to the topic/focus of that day's professional development. Teachers may individually select the manner and focus for the use of this time which is consistent with this purpose. Specifically, the time dedicated for this purpose will be the last 30 minutes of each early dismissal day, and the last one (1) hour of each "waiver" day devoted to professional development. In addition, one early dismissal day per year at each site shall be designated as "self-directed." The intent of this is to provide teachers with at least some time to "jump start" their planning or to enhance their understanding on how to best incorporate new learning into one's instructional practices. It is up to each individual teacher to determine whether this can best be achieved individually or through continued discussion with colleagues. Teachers shall not be compelled to attend presentations or mandatory discussions during this time, nor shall they be required to document or report to their supervisor how that time was spent. The expectation to which we hold ourselves is that the professional use of this time, which will be consistent with the intent described above, shall be clearly evident in how we are using the time and should not need to be questioned.

Where buildings have reached a decision using the consensus-based decision making model, a variance shall not be required.

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

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.

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.

Teachers 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.

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.

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.

F. Additional Assignments and Responsibilities

1. Building Determined Support

- 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. Building Leadership Needs

- 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,
 - How the 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. Supplemental contracts for each position will be funded by the District as follows. The employee and supervisor will mutually schedule such days.

- a. Librarian (per position)
 - High School: ten full days
 - Junior High/Middle School: seven full days
 - Elementary: five full days
- b. Counselor (per FTE)
 - Head Counselor: fifteen days
 - All Other Counselors: ten days
- c. 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.
- d. 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.
- e. 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.

4. Per Diem Rate. The following activities will be compensated at per diem:

- Covering class during planning
- IEP writing and assessment
- Kindergarten Assessment
- Extended School Year
- Summer School

5. District Leadership Needs. There are District needs which are met by building level staff. Unless otherwise noted, the per diem stipends staff will be pro rated 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 the following 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.

- a. Department Chair for Special Education in each building will receive an amount equal to 2.2% of individual's standard employment contract pay as compensation for the responsibilities of their position, which includes district wide meetings, coordination and record keeping responsibilities of IEP loads and SST meetings. These responsibilities will be filled through a posting process.
- b. The Technology Resource Teacher (TRT) will receive 8% of base salary and four (4) days at their per diem rate of pay.
- c. The Reading Coordinator will receive 10% percent of base salary.
- d. Nurses will receive 2 additional days at their per diem rate of pay.
- e. Nurse Coordinator receives ten (10) additional days at their per diem rate of pay.
- f. The Gifted Coordinator receives 8 days at their per diem rate of pay plus 10% of base salary.
- g. 504 Coordinator(s). Employee(s) designated to be the responsible for the creation, communication and updating/revising of the 504 plans shall receive a stipend of \$75.00 for each 504 plan. This stipend is for one or multiple designated contact person(s) per school depending on the school's management structure.
- h. District Drug and Alcohol Prevention Coordinator will receive 15% of base salary and 5 days at their per diem rate of pay.
- i. Elementary Counselors/Social Workers receive 3 additional days at their per diem rate of pay.
- j. Special Education Coordinator(s) will receive 10% of base salary and 20 days at their per diem rate of pay.
- k. Psychologists will receive 10 days per diem at their prorated FTE.
- l. Camp Casey Director will receive 12.5% of base salary.
- m. Camp Casey Assistant Director position will receive 4.5% of base salary.
- n. Classroom teachers who attend Camp Casey will receive 1% of base salary per session. Teachers designated for overnight supervision shall receive .25% of base salary per session.
- o. Camp Casey Counselor Coordinator will receive 2% of base salary.
- p. Gifted Testing Assessment will receive .34% of base salary per student.
- q. Building School to Work Information Coordinator (s) will receive \$500 per year and \$50 per meeting.
- r. Advance Placement Coordinator will receive \$750 per year.

- s. Department of Teaching and Learning support staff will receive fifteen (15) days at their per diem rate of pay.
- t. Site Prevention Program Coordinator(s). Four (4) district prevention coordinators will each receive a \$2000 annual stipend.
- u. The Teaching and Learning Curriculum Leadership stipends will be as follows: Content Area Facilitator \$500.00 stipend, Content Area Coordinator \$1000.00 stipend, and Content Area Demonstration Teacher \$1500.00.
- v. District sponsored in-service training. One (1) or two (2) in-service instructors who plan and instruct a District staff development class, 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).
- w. The Information Exchange team members, consisting of the SLP's, OT/PT, Psychologists, BIS, Nurse and Social Workers chairs will be compensated based on the number of staff in their programs. The compensation for chairing a program of 2 to 6 staff members 7% of base; 7 to 9 staff members 9% of base; and 10 or more staff members 13% of base or choose to split the load into two (2) sections.
- x. The District Library Chairperson will receive an annual stipend equal to 5% of base.
- y. The Preschool coordinator will receive six (6) days pay at their per diem rate of pay.
- z. IEP Compliance and Psychologist Evaluation Reviewers will receive a stipend of \$1,000.00
- aa. Substitute Coordination Stipend. One substitute staff at the high school may be selected to receive a \$1030 stipend for the purpose of carrying out responsibilities assigned by their supervisor.
- bb. Elementary music teachers will be paid at per diem for district band and choral concerts (as opposed to building concerts). Elementary band teachers will be paid at per diem for band rental nights.
- cc. Elementary Honor Band, Honor Choir, and Drama stipends shall be a \$1,000 annual stipend per school for the 2007/08 school year and \$1,500 annual stipend per school for the 2008/09 and 2009/10 school years.
- dd. Teacher's Assistance Program. 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 \$100.
- ee. Summer School Coordinator stipend shall be 15% of base.

6. Supplemental Contract Review and Adjustments

Staff receiving supplemental contracts 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 TEA and Administration for consideration

Building created stipend positions will be reviewed at least every two years by the building staff (using the building based process) to determine if the compensation for the position, or the position itself needs adjustment.

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 reduction to the number of contracted supplemental days listed in 3 and 5 above shall be negotiated between the District and Association prior to the next school year.

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.

G. 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
 - TEA-sponsored insurance plans
 - Dental insurance and carrier as agreed by the parties
 - Life insurance, \$50,000
 - Health Plus
 - 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 would be paid by the District. Therefore, 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 based upon the payroll for each quarter shall compute the unutilized portion. Should each quarter's utilization result in an average utilization within twenty dollars (\$20.00) of the quarterly maximum amount, no distribution of unutilized dollars will occur. Should the quarterly utilization result in an average under-utilization greater than twenty dollars (\$20.00), the unutilized amount will be used by the District to calculate the following quarterly provision for employees participating in District insurance programs. This procedure will be implemented beginning with the October payroll and continuing through the September payroll when any unused dollar(s) will be pooled. In no case shall an employee receive more than the amount necessary to pay

for District basic benefit insurance programs selected by the employee during the beginning of the year open enrollment period.

In the event the distribution described above exceeds the quarterly 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 commencing at the beginning of the school year and ending October 31. An insurance adjustment may also be requested when a change in family/financial status occurs.

Application of available benefit monies:

- a. The benefit monies must first be applied toward the following required programs:
 - W.E.A./Washington Dental Service Family Dental Plan 1, including Orthodontia
 - Cigna –\$50,000 Group Term Life Plan
 - Cigna –Group long-term Disability
 - Vision
- b. Benefit monies in excess of the above amounts may then be applied to the following health plans:
 - W.E.A. Blue Cross Plans
 - Group Health Cooperative
- c. All optional benefits are at employee deduction. Parties will periodically review and adjust plans.

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 teacher'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. Employees may initiate, once a calendar year, participation in tax-sheltered annuity programs. The District shall service these through automatic payroll deductions. Once a calendar year employees may initiate and/or change their participation in tax-sheltered annuity programs. 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 allowed twelve (12) days leave annually during which time no salary deduction shall be made for absences on account of personal illness, professional or personal reason, a maximum for 7 days can be used for professional or personal reasons each year. Staff working less than full time will receive leave prorated based on their FTE. Any unused leave in any one (1) year shall be cumulative from year to year to a maximum of 182 days. In September of each year the District shall issue to each certificated staff member a written statement indicating the accrued number of days of leave available.

Medical (including dental and vision) emergencies are considered personal illness. Routine medical, dental and vision checkups or life insurance examinations are not considered as personal illness.

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 five (5) consecutive days for reasons other than illness will not be allowed.

In the case of a long-term personal illness, 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 the secondary and 10 at elementary) requiring a substitute may be out on non-illness leave. Prior approval will be granted on a first come first serve basis following receipt of a written request by the District's Human Resources Office. The Human Resources Department in emergency situations may approve exceptions to the limit.

Only leaves for illness or non-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 TEA 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 hospitalization of those individuals, not including close friend (unless living in the household), listed in 2 (a) above.

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

4. Maternity/Paternity 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 for approval.

An employee will be granted three (3) days of leave for the adoption or birth of a male employee'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 provided the employee, excluding mileage and meal reimbursement pays the reimbursement of such duty to the District.

When subpoenaed by a court, a staff member shall receive leave without loss of pay for up to fifteen (15) days. 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. Any pay, not to include mileage or reimbursed expenses, drawn by a staff member from the court as a result of being subpoenaed shall be paid to the District.

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 allowed up to a cumulative total of thirty (30) days of absence each year for professional meetings and business of the National, State, and Local Education Associations. T.E.A. will give five (5) days advance notice whenever possible to the District of pending absence. Whenever more than three (3) Association representatives are going to be gone on the same date, the additional representatives will count in the non-illness related leave cap (Section A1 above). T.E.A. 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 TEA 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. Leaves requested for the conditions found in sections d, e, f, g, and h below shall be evaluated by the Superintendent and will not count against the two percent (2%) cap. Requests for leave for conditions found in sections a, b, c, and i must be submitted by May 15th of the year preceding the requested leave.

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 your 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 Administration.

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. Personal illness
- e. Family emergency
- f. Maternity
- g. Military
- h. Special cases as recommended by the Superintendent or designee.
- i. Work in a professionally-related field

2. Family Medical Leave Act. The terms of the FMLA may be found in Board Policy P5323.
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 Administration's securing a qualified (as determined by the administration) 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 (PEHP), 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) in the form set forth in Exhibit A to this Agreement. Except for eligibility to receive a contribution to the PEHP 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 superintendent transfer a specified number of days to another staff member authorized to A staff 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.

Leave shall be calculated on an hour-donated and hour-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 folder will be sent to the teacher.

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 teacher.

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 Office 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. (See Addendum for the Personnel File Inventory Form.)

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, PE and music specialists, counselors, social workers and deans of students. Program staffs include special education teachers, SLPs/OTs/PTs/BIS and psychologists.

For the purpose of assignment and transfer a “reassignment” refers to a change in what you are doing 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 laid off.

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 TEA. 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 falling into under 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

The Association will be sent copies of "Position Open" notices. The Association will designate in June to whom the notices will be sent for the following year.

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 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 administration, instruction-free duty time for preparation and orientation in the new school of two (2) workdays will be allowed 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.

Moves not requested by the employee will be compensated as follows:

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

5. Moving Reimbursement. To receive remuneration, 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 remuneration.

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 15th. Once offered a staff member has 10 days to return the contract to the Human Resources.
 - b. A staff member may resign his/her contract for the subsequent school year any time prior to July 15th. Upon receipt of the letter of resignation the district will immediately release the staff member from his/her contract.
 - c. After July 15th and during a contract year a staff member may not request to be released from his/her contract with not less than 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 TEA members and 3 District representatives.
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, TEA or District administration.

Article V Working Conditions

A. Class Size and IEP Overload

1. 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 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 classThese 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 \$4.00 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 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 PE, 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.
 - 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.
2. IEP Overload
 - a. Elementary Schools. For each one (1) FTE IEP student above four (4), excluding those students who are on IEP's 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 four dollars (\$4) per FTE student per day, or material reimbursement at the rate of four dollars (\$4) per FTE student per day reimbursable monthly. IEP students shall be measured no earlier than October. Compensation or reimbursement will be retroactive to the beginning of semester.

- b. Secondary Schools. For each one (1) IEP student above four (4) per class period, excluding those students who are on IEP's for only SLP, OT or PT services, the District will provide four dollars (\$4) per FTE student per day, or 55 minutes of instructional assistant time per week, or material reimbursement at the rate of four dollars (\$4) per FTE student per day reimbursable at the semester and the end of the school year. IEP student 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 semester.
 - c. Special education, SLP, OT/PT, psychologist staff shall receive up to 32 hours time, compensated at per diem, for writing IEPs and assessments. The Director of Special Education may approve additional hours of time, paid at per diem.
 - d. 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.
 - e. SLP and OT/PT caseloads. Individuals in these positions are concerned with their ability to provide service with increasing caseloads. To meet the need for input in staffing decisions we agree to include SLP and OT/PT staff in the Special Education Program Review process in the spring of each year. Staffing decisions will be based on input from those in these positions, staffing levels in school systems with similar special education populations and student need.
 - f. 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 to 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 or on the student day immediately following November 1st, January 2nd, and March 1st 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.

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 or review, or both, 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 WAC 180-40, 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 of 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 MDT/Section 504 meeting in the case of suspension which approximates the ten (10) day limit for these students.

We agree that there are students with behavior problems that do not have IEP or 504 plans, but who do have behavior concerns that impact the classroom environment. To assist the needs of teachers for support in these situations we agree to allow teachers access to behavior intervention specialists at each building for consultation. Each building will identify a means for accessing this additional support through a collaborative process with the behavior intervention specialist.

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 the Tahoma School District policy. A building-level decision may be appealed to the Teaching and Learning Council.
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.
4. The District shall make available in each building multiple copies of the District's instructional materials policy.

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. Lavatories should 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. (RCW 28A.58.425)

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, marital status, sex, age, national origin, handicapping condition, 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

We 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 new ideas and strategies in a supportive environment with clear performance expectations. Professional growth and performance is assessed using the District's Standards for Quality Teaching and Learning (Addenda 6-14).

- 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 our care to obtain the education they deserve. We find that when the principal has both the role of judge and of coach/consultant a climate may be created where staff learning and growth is impeded.
- The teacher is a learner. To be an effective learner one must be able to accept that he/she is not perfect and capable of improving or having a greater understanding of the complex task of teaching young people. We find that the traditional system of evaluation triggers defensive, closed behavior where individual teachers are forced to view themselves as being without weakness for fear of generating a poor evaluation. Learning comes from discussion not evaluation.
- We see the traditional evaluation system as an ineffective and limiting paradigm. We find that traditional evaluation systems are based on identification of deficiencies. We believe that building on strengths is a more productive approach.
- We believe that a safe, trusting environment is needed for constructive feedback. The teachers are respected and valued.
- Reflection is a learned and practiced skill. Staff has the capacity to self-identify areas of strength and growth from the Learning and Teaching Quality Standards so that teachers can focus on a learning climate. The Standards are a formal focus for growth.
- We have a deep belief in the integrity of the people who make up our educational system. We believe that 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. We find that the traditional system is built for the tiny percentage of people who are not suited for the role of educator and we find that while systems must exist to deal with those few, the primary focus needs to shift to 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 as defined on the Teaching and Learning Standards and committed to working collaboratively to support them over time.
- We believe that ongoing feedback is crucial to continued professional growth. Teachers can expect supervisors to conduct frequent "walk-throughs" and informal observations.

To build a system consistent with the beliefs and assumptions identified above we have determined to implement the following:

Building Principal. The building principal will have roles.

- With teachers who are new to the district, the principal will be present and a district curriculum person or other district administrator will be invited to attend to do an observation (may be formal or informal at the supervisors discretion) within the first forty-five (45) days of employment. If a mentor has been provided they may also be present. The mentor's role in

these observations and meetings is to understand what the supervisor notes in the observations so that the mentor will be able to support the certificated employees professional growth.

- If the principal makes a determination that a teacher has the skills and attributes necessary for success a recommendation for that staff member to be moved to PDP could be made by the principal at that time or at any time during the provisional period. If, during the provisional period the principal notes that deficiencies have developed or come to light, the principal may recommend that the teacher be returned to the BEP.

A. Basic Evaluation Plan (BEP)

Staff members who are on a provisional contract (unless the supervisor has recommended that the provisional employee be moved to PDP) or a provisional contract with a plan of improvement, removed from PDP in accordance with Article VI Part B Section 3, or probation are on the BEP.

Each staff member on BEP shall be evaluated at least once during the school year. The staff member may request additional observations or evaluations by the assigned evaluator. The staff member may submit written comments with the evaluation for inclusion in his/her official personal file. It is intended that the supervision process be an ongoing process throughout the year.

1. Observations. The observation process supports evaluation.
 - a. The staff member does not need to be notified in advance of the specific time of the observation.
 - b. The building principal or individual responsible for the evaluation shall make at least two observations. The combined time of the observations shall not be less than sixty minutes; one observation must be a minimum of 30 minutes.

Staff members new to the District shall be observed within the first 90 calendar days after the commencement of their employment if the observation conducted during the first 45 days was identified as a formal observation this condition has been met. (Use Standards for Quality Teaching and Learning - Formal Observation Form A or B; Please note "Not Observed at this time" means that the evaluator did not measure or did not observe this standard during this specific observation
 - c. The observations should be done as discreetly as possible. If the observer or the staff member feels that the observation is too disruptive, then a request to postpone the observation to a later date is advisable.
 - d. Within five (5) school days after the observation the staff member and the observer shall have a conference session to review the observation. Within eight (8) school days following the observation, the observer shall provide the staff member with a completed District observation form. The staff member or the observer may request an additional conference to discuss the completed form. The form is to be signed by the observer and the staff member. His/her signature simply signifies that he/she has seen the observation form and had a conference session.
 - e. Observation forms will remain in the building principal's file for up to three (3) years. The staff member may submit written comments for inclusion in the building principal's working file. The staff member and appropriate central office administrators may access the file. In the case of individuals being evaluated by an outside evaluator the observation files shall be maintained for up to three years in Human Resources as a separate file.

2. Plan for Improvement. In the event a provisional staff member has a problem area(s) marked on an formal observation or evaluation, the supervisor and the staff member shall develop a mutually agreeable written plan designed to improve the staff member's effectiveness in the problem area(s). When developing a plan of improvement, consideration should be given to using the services of available personnel to work with the staff member in improving his/her performance. If the evaluator and the staff member are unable to agree on a mutually acceptable plan, the evaluator shall prepare and deliver the plan to the staff member. The plan of improvement will be attached to the evaluation. Normally the supervisor will develop the plan of improvement by February 1 however; there may be circumstances where performance issues become identified after Feb 1 that justifies a plan of improvement. A recommendation of renewal or non-renewal to the Superintendent will be made no later than May 1. The provisional staff member will be notified by May 15th of a decision not to renew his/her contract. The provisional staff member is entitled to an informal hearing with the Superintendent and a review by the School Board of a decision to non-renew his/her contract.
3. Filing
 - a. The original copy of the Certificated Staff Evaluation Form shall be filed in the staff member's personnel file in the district's Human Resources Department. Evaluation forms shall be privileged to the staff member, the respective building principal, and the Superintendent or his/her designee. Copies of these forms are not to be forwarded to any other school district or organization except at the specific written request of the staff member.
 - b. The district may not release to the public documents that would violate a staff member's right to privacy unless the public's right to know outweighs the staff member's privacy interest. The public's right to know will outweigh the staff member's privacy interest in an evaluation document when the evaluation mentions specific areas of misconduct. Prior to the release of any document to someone not acting on behalf of the district administration, the district shall provide at least five (5) school days notice to the employee to allow the employee to seek an injunction against such release.
4. 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.
5. 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.

B. Professional Development Plan (PDP)

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

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

1. 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 Goal Form) 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 will be created which focus on improved student learning and be directly related to annual self-assessment on the Standards for Quality Teaching and Learning document. 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.
2. 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.
3. 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 teacher over time, the supervisor concludes a non-provisional teacher on P.D.P. 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 teacher and HR that he/she is invoking the need for the teacher to be placed on a Basic Evaluation Plan (B.E.P.). The staff member shall be informed of the supervisor's decision to be placed on the B.E.P. evaluation format prior to October 1st. The supervisor will supply the HR director with a brief statement of the supervisor's perceptions (not documentation) of the problem.
 - b. The HR department, in collaboration with the Association, will coordinate the selection of an instructional coach to support and assist the teacher in meeting area(s) of deficiency identified. The staff member, the supervisor, the instructional coach, and association representative, if requested, shall meet to identify the specific area(s) of needed support. The role of the instructional coach is to promote growth, not to evaluate. No information shared between the evaluator and the coach 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.
4. Independent Evaluation and Probation Plans
- a. If after at least one year on BEP, the principal determines, in consultation with HR, that he/she wishes to pursue ongoing evaluation by an outside evaluator process as an alternative to the principal continuing to serve as the evaluator, the HR department and TEA will select an outside evaluator (s) from the approved list. The outside evaluator will be provided with the principal's perceptions and will then independently conduct a series of observations, using the BEP process and documents, to determine if the teacher's performance justifies a probationary plan of improvement. If the evaluator, whether the principal or an outside evaluator, sees the need for a probationary plan of improvement, such a plan will be developed.

- b. The probationary plan of improvement for a teacher under these circumstances will be of sufficient duration that the teacher has a reasonable opportunity to succeed. The probationary period may not be for less than sixty days. To some degree the length of time the teacher has been in the system will provide guidance for the outside evaluator to set an appropriate timetable. There is not however a specific time identified here; it will be a judgment of the evaluator after consultation with the TEA and HR department.
- c. Selection and Training of Outside Evaluators:
 - 1) TEA and the HR department will identify potential outside evaluators. Outside evaluators will meet the following standards: It is preferred that the evaluators possess a principals certificate; be recommended by both administration and association representatives of the districts in which they worked; be interviewed by TEA and principal representatives; participate in training by TEA and Principals on the performance standards being used by the district; and demonstrate their skills as coach and consultant.
 - 2) TEA and HR will seek to identify a large enough panel of outside evaluators to provide assistance at all grade levels and to the extent possible to content areas as well.
 - 3) TEA and HR will evaluate the performance of outside evaluators each year and determine if they are to remain on the list.

5. Probationary Plan of Improvement

- a. After October 15th and by February 1st each non-provisional certificated person who will be placed on probation shall be notified in writing stating the areas of deficiency along with expectations for improvement. Areas of deficiency shall be based on documentation.
- b. Recommendation of probation shall be specific. (Example: failure to maintain student discipline, lack of planning and preparation, etc.)
- c. Each certificated person shall be counseled by the respective evaluator about the specifics of probation recommendations and be given the opportunity to improve and thus be removed from probation by the decision date identified in the probationary plan of improvement.
- d. If the probationary teacher has not been removed from probation, the evaluator shall submit a written report to the Superintendent within 15 days of the date specified as the end of the probationary period. The written report shall indicate the teacher's performance during the probationary period and contain a recommended course of action to be taken by the Superintendent. The Superintendent shall notify the teacher in writing no later than May 15 if his/her contract is to be non-renewed.

C. Career Assistance

The TEA and District will seek or provide funding to create opportunity for teachers and administrators to explore career shifts. Individual teachers, TEA, or administrators may recommend that a teacher take advantage of the career assistance program.

D. Certificated Support Personnel Evaluations

The Standards for Quality Teaching and Learning indicators as they relate to the Certificated Support Personnel's specific specialized program areas will be used for evaluation purposes. Certificated Support Personnel and their supervisors will review the Standards and suggest additions or amendments as appropriate.

E. Mentor Teacher

Tahoma 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 Basic Evaluation Plan.

Staff members with less than 90 days of teaching experience are eligible for peer mentors through the state's Teacher's Assistance Program (TAP). Other new staff may also be eligible for mentors through building or district funding. Potential mentors should be experienced staff members who meet or exceed expectations outlined in the Tahoma School District's Standards for Quality Instruction. Cognitive Coaching or other peer support training is also preferred.

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 a TEA representative.

Article VII Reduction in Force

A. General Provisions and Definitions

If the certificated staff in the District is to be reduced, the Superintendent will develop a list of employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program as adopted by the Board of Directors. For the purpose of this section, administrators may be reassigned as employees consistent with their experience and qualifications as employees set out below.

The following provisions will apply in development of the list:

1. Part-time employees will have, for retention purposes only, seniority as established by this section. Part-time employees will not be eligible for contract conditions other than those held at the time of retention determination.
2. Employees will be considered for retention in the employment category or categories for which qualified by either experience or training.
 - a. Category or categories for which qualified by experience. For the purposes of this paragraph, an employee is qualified by experience in any given category if assigned not less than two (2) hours per day for not less than one (1) semester in that specific category during the current or preceding five (5) years. Employees will provide the District such information as may be required by the District Personnel Office for implementation of this section. Such information as submitted by the employee and verified by the District Personnel Office will be controlling in the Reduction of Employee decisions.
 - b. Category or categories for which qualified by training. In the event that an employee does not qualify for retention as described under paragraph 3a, such employee will be requested in writing (by District form or certified mail) to identify additional categories for which qualified. In order to be considered for retention in any such additional category, such employee must file, within ten (10) workdays after a request for such information is made, a written statement indicating those additional categories for which qualified. For the purpose of this subsection, an employee will be considered qualified in a specific category if that employee can prove, to the satisfaction of the District's Personnel Officer, completion of twenty (20) quarter-hour college credits exclusive of general education requirements in the specific category. (See 4a through d).
3. Employees will be considered for retention in one or more of the following categories:
 - a. Elementary classroom teaching, preschool (Pre-K) through grade 6: twenty (20) college quarter-hour credits in elementary laboratory teaching or elementary education methods classes.
 - b. Secondary classroom teaching (grades 7-12): Art, Business Education, Language Arts Foreign Language (by each individual language to be offered), Health and Physical Education, Family and Consumer Science, Mathematics, Reading, Science, Social Studies, Traffic Safety Education, Industrial Arts, or CTE Education (by each individual program to be offered).
 - c. Support services: Counselors, Librarians, English as a Second Language Specialists, Music Specialists (by each individual program to be offered: i.e., vocal, instrumental, strings), School Nurse, Social Workers, or Curriculum and Instruction Specialists.
 - d. Special Education: Elementary Special Education Teacher, Secondary Special Education Teacher, Speech Language Pathologists, Occupational Therapist,

Physical Therapist, School Psychologist, or Behavior Intervention Specialists. An appropriate special education teacher certificate or satisfactory experience officially recognized by the District is required for qualification as a secondary or elementary special education teacher.

B. Seniority

In establishing seniority for the purpose of staff reduction, 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 employees 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 in categories for which qualified consistent with 1 above.
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.
 - 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 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 with the greatest number of credits within the category 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 number of years of experience in A 4 will prevail.
 - e. In the event ties still exist, the employee with the highest cumulative grade point average, excluding pass/fail grades, will be ranked ahead of those with lower cumulative grade point averages.
4. The President, Vice President, and three (3) negotiators for the Association, as designated on or before February 15 for the year during which this procedure is to be implemented for the purposes of retention, will be placed ahead of the most senior employee in the District provided such employee can otherwise be retained under Section 1 in the program adopted by the Board. The Association will hold harmless, defend, and reimburse the District for any judgment, suit, or action against the District as a result of implementation of this section.
5. Ranking Order (Seniority). All employees will be listed in descending order in conformance with A and B. This list will be ordered from the last to most senior employee and will include present assignment and other categories for which qualified within ten (10) school days or by March 15, whichever is later following the initial levy failure which could necessitate reduction of employees. The District will provide the Association an official seniority list including names, present assignment, and other categories for which qualified under A 4.
6. Appeals. Any employee may, in writing, file with the administrator for personnel objections to the ranking order. Such appeal will be submitted, in writing, within ten (10) calendar days following notification of ranking by the District and will include in the request 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 request for modification will be within ten (10) calendar days and will be in writing. Any further appeal of placement will be to a committee of the Board of Directors whose decision will be made within fifteen (15) calendar days. Such decision will be in writing. The Association will be notified, in writing, of any change in the official seniority list.

C. 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 in B above.

In the event an employee qualified under B 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 education program.

A list of employees to be non-renewed will be delivered 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.

D. 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 year in which non-renewed and will have priority in that order in the filling of a position for which qualified under A above. The individual's name will remain on said list from the date of non-renewal to October 1 of the year following the year in which non-renewed. Individual hired from said list will retain all rights and benefits accrued prior to non-renewal.

Individuals included on the employment list will inform the District personnel officer of any change in personal information (names, addresses, telephone numbers), 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 mailed 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 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, that 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.

E. 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 the District personnel officer.
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 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 under A.
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 employee employment 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 II. 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 above the building level may be filed by the Association at Level II.
3. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level II.
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 problem adjusted without the intervention of the Association, as long as the Association is notified in writing as to the disposition and the disposition of the matter is not inconsistent with the terms of this Agreement.
2. A grievant may be represented at all stages of the grievance procedure by himself, 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

1. Informal Communication With 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 the 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.

2. 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 answer to the grievance within six (6) days after the receipt of the written grievance. Following receipt of the written response from the supervisor, it shall be at the grievant's option to a) accept the written response of the supervisor; or b) to consider the completed "Informal Meeting" to be Level I of the grievance process and to move the grievance process to Level II; or c) the grievant may request an additional meeting with the immediately involved supervisor which will be considered Level I of the grievance process. The grievant shall provide the supervisor with a written notice of the option selected within three (3) days of the receipt of the written response from the supervisor.

Level I: If the employee requests option "c" in the preceding step, the immediately involved supervisor will arrange for a meeting to take place within six (6) days after the receipt of the written request for a Level I meeting. The supervisor shall provide the aggrieved party with a written answer to the grievance within six (6) days after the meeting. The written response from the supervisor shall include the reasons upon which the decision was based, and shall indicate whether the decision differs from the previous written response to the grievance.

3. Level II: Superintendent. If the grievant is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within six (6) days after presentation of the grievance, then the grievant shall have six (6) days in which to refer his/her grievance to the Superintendent or his/her official designee. Within the next two (2) days 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) 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) days to provide his/her written decision, together with the reasons for the decision to the grievant.

4. Level III: Arbitration. If the grievant is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within six (6) days after he/she has first met with the Superintendent he/she may within fifteen (15) days after he/she has first met with 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 arbitrarily, 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 II meetings. 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. Exceptions to Time Limits. When a grievance is submitted on or after June 1, time limits shall consist of all week days, 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 School Administration against any employee because of his/her participation in this grievance procedure.
3. Cooperation between the Association and Administration. The Administration 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.

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 Director of Human Resources or Assistant Superintendent, the Director of Special Services, the Director of Teaching and Learning, the Director of Business/Operations, 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, inservice 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. Pursuant to RCW 28A.58.105, 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 the 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, 2007 and shall continue in effect through August 31, 2010. 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 2010 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 Administration. Information, guidance and findings will be shared with buildings as the building determines its ability to implement the changes identified in this Agreement.

Furthermore, this Agreement shall reopen upon request to consider the impact of newly legislated and/or state-funded programs or by mutual agreement.

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

Addenda

The attached pdf files pages include addenda 1 – 17

Addendum 1 – State Allocation Model

Addendum 2 – Activity Stipends (2007/08, 2008/09 & 2009/10)

Addendum 3 – Steps to be Considered in Change Processes

Addendum 4 – Related District Policies and Practices

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

Addendum 6 –Standards for Quality Teaching & Learning Self-Assessment Form

Addendum 7 – Goals Form – Option 1

Addendum 8 – Goals Form – Option 2

Addendum 9 – Formal Observation Form A

Addendum 10 – Formal Observation Form B

Addendum 11 – Educational Staff Associate (ESA) Formal Observation Form A

Addendum 12 – Certificated Staff Basic Evaluation Plan Form (BEP)

Addendum 13 – Educational Staff Associate (ESA) Basic Evaluation Plan Form

Addendum 14 – Verification of Completion of One Year of PDP Form

Addendum 15 – Calendars (2007/08, 2008/09 & 2009/10)

Addendum 16 – IEP Overload Relief Forms

Addendum 17 – Class Size Overload Form