NEGOTIATED AGREEMENT
between the
TAHOMA SCHOOL DISTRICT
and the
TAHOMA EDUCATION ASSOCIATION

September 1, 2026 – August 31, 2028

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PREAMBLE

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

WITNESSETH

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

TAHOMA EDUCATION ASSOCIATION

Callie A. Nordell

Callie Nordell
TEA President

9/14/26

Date

TAHOMA SCHOOL DISTRICT

Ginger Callison

Dr. Ginger Callison
Superintendent

9/14/26

Date

ARTICLE I – DECISION-MAKING PROCESS

A. Overview and Model

1. Overview

The Tahoma Education Association, Tahoma School District administration, and Tahoma School District Board of Directors (hereafter "we") believe in a collaborative approach for creating an environment where all students experience success. Critical to this success is implementation of aligned curriculum, instruction, and assessment practices for students in Pre-K through age 22 (P-22). To support consistent standards throughout the system, we are committed to developing a common curriculum based on District and state standards that includes implementation of best practices as identified in the CEL 5D+ instructional model. The building staff, with system support, has the responsibility to implement the curriculum using best instructional practices.

2. Model

The parties are committed to a collaborative process for decision-making based on a consensus model. In consensus, consideration is given to all persons who are impacted by the decision. In this process, everyone in the group supports, agrees to, or can live with a particular decision. Each site is required to develop a decision-making matrix based on consensus including identifying:

a. how decisions are made;

b. by whom;

c. when decisions are made; and

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

B. Decision-making Beliefs, Components, Assistance and Building Level Decisions

1. Beliefs about Consensus

Consensus works best when:

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

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

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

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

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

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

2. Components

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

a. A matrix identifying the process for final decisions and role of staff in building level decisions. Buildings shall use the format and required topics identified in Addendum 9 and have the autonomy, within the scope of the building's contractual and legal authority, to add topics through a consensus process;

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

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

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

e. A responsibility of representatives is to seek input and communicate concerns and alternatives prior to a consensus decision, and to communicate results of the consensus decision to constituents;

f. A review of contract language describing Tahoma's beliefs and components of effective decision-making processes as a regular part of the initial and final meeting of any new committee or a committee with changed membership;

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

3. Consensus Training

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

C. District Teaching and Learning Decisions

1. Belief

Educators are the key to successful student learning in a system committed to providing the tools and experiences every student needs to create an individual, viable, and valued path to lifelong personal success. System level data used to monitor student success includes state and district assessments. We recognize the demand is high for educators and because of this, the District is committed to high support to meet the needs of a high demand curriculum. We recognize that certain conditions advance successful learning. They include:

a. Time and opportunity for students to learn;

b. Minimizing disruptions to deliver quality classroom instruction;

c. Small, manageable class sizes;

d. Time for educator and staff planning and collaboration;

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

f. Community and parent support and involvement;

g. On-going professional development; and

h. Educator voice.

2. Vision

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

i. capitalizing on (taking advantage of) staff commitment and passion around shared aspirations;

ii. ensuring that demands placed on individual educators and teams of educators are reasonable; and

iii. providing support that results in increased growth and achievement for all students.

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

guides, frameworks, lessons, and common assessments that integrate state and district standards.

3. Curriculum Implementation

a. The District and Association agree that:

i. The district core curriculum must provide clear direction for teachers, consistent opportunities to learn for all students, and support the acquisition of 21st Century skills, as defined by our state and district standards;

ii. Through data-driven decisions, teachers personalize, scaffold, and differentiate lessons and materials to meet the diverse needs of students and promote growth and achievement of learning targets;

iii. Flexibility is embedded in classroom strategies that the teacher selects to promote acquisition of key concepts and skills; and

iv. Teachers use research-based instructional practices as defined by the Tahoma instructional model (CEL 5D+) as they make instructional strategy choices in a lesson or unit.

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

i. A cross-building team or teams of teacher leaders, administrators, and Teaching & Learning coaches will provide input annually on the district planning process;

ii. The Association shall be informed of and given the option of adding a representative to all mutually identified committees impacting the instruction system. These committees shall be identified at monthly Labor Management meetings;

iii. The Association will designate members to meet with District leaders of Teaching and Learning on a regular basis to review, monitor and provide input into District instructional decisions;

iv. Pacing guides and frameworks will reflect time allocations for differentiation, student assessment and building events;

v. After initial implementation, curriculum revisions will be guided by feedback from teacher teams and student growth and achievement data;

vi. The District will use the curriculum documentation process in Addendum 8; and

vii. The District and the Association shall review Section C, District Teaching and Learning Decisions, as a standing topic at each Labor Management meeting to monitor and ensure authentic implementation of this Section.

4. Professional Development

a. We recognize the importance of providing professional development that is timely, relevant, and supportive of educators in using new practices, including implementation of state and District standards. The District is committed to educator involvement in the planning process for in-service opportunities.

b. To effectively implement the District mission and vision, the District will create structures and use strategies to ensure educator voice in prioritizing professional development needs. The following structures support this vision:

i. Educators in leadership roles shall seek input from the people they represent to help inform decisions that guide District directed professional development opportunities; and

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

c. The District highly values educator voice in implementing positive professional development experiences and maintaining school climate and culture that supports District vision and initiatives. Educators whose opinions are solicited will not be retaliated against for sharing feedback on these topics.

d. To support opportunity and equity for all students with disabilities, the District shall offer professional development each school year on special education law.

D. School Improvement Plans

1. The District and Association agree that holding ourselves accountable to student growth and achievement is a core responsibility of school staff. Annual updates to the school improvement plan by the building leadership team (administration, educators, and identified support staff) provide a structure for data driven

evaluation of impact of support structures and monitoring progress toward school improvement plan goals.

2. Building school improvement plans provide a structure and framework for the district, building administrators, and building team leaders to set growth and achievement targets and identify action plans that align to the District's strategic plan. Annual updates to the school improvement plan by the building leadership team will be provided to the Board with a structure for evaluating and reporting the impact of support structures and monitoring building progress toward school improvement plan goals.

E. Educator Leadership

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

F. District Budget Preparation

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

G. Employee Surveys

Results of any District-wide or annual building surveys of employees will be shared with the Association President or designee. The Association President or designee may request and shall be provided results of any other surveys to the extent permitted by law. When possible, the District will work with the Association to develop District-wide or annual building surveys. When a survey seeks feedback about a specific department or position, the relevant employees in that department or position will receive prior notice of or be consulted in the construction of the survey.

ARTICLE II – CONTRACT TERMS

A. Salary Schedules

1. The Association and the District hereby adopt the Salary Schedules in Addendum 1 for the 2026-27 school year, reflecting a 3.1% increase inclusive of IPD. For the 2027-28 school year, the base salary schedule shall be adjusted by the inflationary adjustment index used by the state in revenue formulas for certificated instructional staff, currently the implicit price deflator (IPD) plus .5% inclusive of the cost of a mutually-agreed restructuring of the salary schedule based on 2027-28 projected staffing. The PLE stipend is a percentage of the base salary schedule and adjusted accordingly.

2. Salary schedules, inclusive of base and PLE, and stipends may be reopened by the District or Association for negotiations in any of the following events: (1) the present salary limitations laws are voided as applied to the District by a final and binding court order; (2) the legislature, OSPI, or State Board add, remove or amend the present salary limitations as applicable to the District; (3) the legislature changes funding for salaries, including local revenue (such as levies); (4) changes the manner and flexibility in which funding may be used, including local revenue (such as levies) and state funding for professional learning days; or (5) levy failure. Insurance benefits may likewise be reopened by the District or Association in the event state benefit laws are voided, removed or eased.

3. Salary Schedule Rules Specific to CTE

a. 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.

b. For the purposes of salary schedule placement of employees without a bachelor/s degree (non-degreed) employees holding a CTE teaching certificate, the District shall recognize any academic and in-service credits (clock hours) earned after beginning employment with a public school district. Such credits must comply with all other requirements for academic and in-service credits applicable to employees placed with a bachelor's or master's degree.

c. An employee whose highest degree level is non-degreed shall be placed on the BA columns except that:

(i) such persons holding a CTE teaching certificate with one hundred thirty-five (135) or more eligible credits shall be placed on the MA + 0 column;

(ii) such persons holding a CTE teaching certificate with one hundred eighty (180) or more eligible credits, at least forty-five (45) of which

are academic or in-service credits (clock hours) recognized under subsection (b) above, shall be placed on the MA + 45 column; and

(iii) such persons holding a CTE teaching certificate with two hundred twenty-five (225) or more eligible credits, at least ninety (90) of which are academic or in-service credits (clock hours) recognized under subsection (b) above, shall be placed on the MA + 90 column.

4. Credit for Private Sector Experience: Educational Staff Associates

The calculation of years of service for all OSPI-recognized Educational Staff Associates (ESAs) may include experience in schools and other equivalent non-school positions consistent with regulations for placement on the salary schedules. The calculation shall be that one year of service in a non-school position counts as one year of service for salary placement.

5. Education and experience shall be credited under the rules applicable to the state salary allocation model in 2017-18, except as modified herein. 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. Changes in employee placement on the salary schedule based on additional credits or degrees will be effective for the second half of the contract year if earned by February 1 and documented by official transcripts. It will be the responsibility of the individual employee to furnish the District such documentation on or before February 1 and request a review in writing to Human Resources for this mid-year change.

6. The substitute pay rate will be reviewed annually and subject to mutual agreement through Labor Management meetings.

B. Standard Employment Contract

Staff members receive a base contract for 183 days of work performed during the scheduled workdays on the negotiated work year calendar. This work year calendar includes the 180 student school days and three (3) professional learning days. If the district/principal requires employees to be present beyond the written contract, those who are required to attend shall be compensated at their per diem rate. All employees shall fulfill their contracted number of days during the regular school calendar, unless otherwise agreed to between the employee and their 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 by performing self-directed and scheduled work outside of the traditional workday.

1. Plan & Prepare

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

b. Plan daily lessons and implement adopted District curriculum

c. Administer assessments and use assessment information to modify lessons or teaching style to meet individual needs of students.

d. Adhere to the Washington Administrative Code, state and federal statutes, and District policies.

e. Prepare workspace prior to the beginning and at the conclusion of the work year

2. Time with Students

a. Supervise students

b. Report concerns, unsafe conditions, suspected child abuse, threats, violations of school rules and district policy

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

3. Communication

a. Communicate with students and parents via approved District platforms

b. Communicate with staff

c. Attend parent conferences

d. Attend Orientation, Open House, Curriculum Nights, Awards Events

4. Meetings

a. Participate in staff meetings

b. Participate in department meetings

c. Participate in grade level meetings

d. Participate in other building level meetings

e. Participate in meetings with parents before, during and after school

f. Participate in SST, Section 504, IEP and other similar meetings

g. Participate on committees

5. Professional Development

a. Grow professionally

b. Stay current on educational issues

c. Participate in professional growth related to District, state and federal standards and initiatives

d. Collaborate with colleagues in self-reflection, goal setting, workshops, classes, conferences, and other meetings

e. Participate in individual self-reflection, goal setting, workshops, classes, conferences

6. Staff Meetings

Staff meetings will be held at regular intervals. The building administrator will provide staff an opportunity to share ideas for staff meeting topics. Building leadership teams will determine the preferred method for providing that information. Emergency meetings may be called as appropriate. Except for emergencies, staff meetings will not extend beyond the workday more than once per month and will not exceed a total of forty-five (45) minutes per month outside the contract day.

7. Department and/or Grade Level Meetings

Department and/or grade level meetings may be held at a site to address issues identified by the staff or administrator. The site will reach consensus on the content and frequency of these meetings using its decision-making matrix.

8. Student Support Meetings with Parents and/or Other Staff

Parent involvement is an essential element of student growth and positive community relationships. Student support meetings will be scheduled as needed to support an individual student. Administrators will support staff in efforts to keep these meetings within the workday and release teachers when their participation is no longer necessary, however, meetings may be held outside of the required workday without additional compensation. When feasible, administrators will work with staff to create systems that balance attendance expectations at student support meetings (e.g., rotations, advance sign-ups), including but not limited to IEP and 504 meetings.

Additionally, staff members are expected to maintain contact with parents by returning phone calls and email correspondence within two (2) workdays and be proactive when dealing with student concerns such as discipline, low achievement, etc.

9. 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.

10. Professional Development Time

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

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

The schedule of this time for the following school year shall be determined collaboratively by the District and Association leadership prior to May 1 to facilitate job-alike and cross-building collaboration. Any District-directed time that is not being used for professional development will be used by staff members to collaborate with their teams at the building level.

11. Professional Learning Days

Three (3) professional learning days are required workdays for each educator and included in the standard base contract. These days are for professional development and school year start-up activities in support of student learning planned by the District/principals and scheduled in collaboration with the Association leadership ("August days").

12. Parent Conferences

Building staff will schedule and attend the annual District parent conferences. Conferences and related early release days will be scheduled in collaboration with TEA, District leadership, and building instructional leadership teams. Building plans may include flexible scheduling to accommodate parent conferences beyond the workday. When the building plan includes conferences outside the regular workday, the specific amount of scheduled building conference time outside the regular work day may be traded for release time during a designated regular workday on which students are not in attendance (an early release day). On the day the educator is released, use of leave for the workday portion of the day will be measured based on the specific length of the time the educator was expected to be

on site at school. District and building administrators will avoid scheduling non-student meetings in weeks during which conferences are held.

13. Grading and Reporting

Teachers will maintain required records including grade books, summative progress reports, grade reports, attendance, and anecdotal record keeping in accordance with District policies and procedures. Except in extenuating circumstances explained to students and families, secondary staff will be responsible for the timely entering of graded student work into the District online reporting tool within two (2) school weeks of the student having submitted the work.

Teachers will provide progress reports and report cards for the students to which they are assigned. Report cards and progress reports will be scheduled in collaboration with TEA, District leadership, and building instructional leadership teams.

The District will not alter the grade assigned to any student by a teacher without prior consultation with the teacher, except in extreme circumstances. The teacher may appeal, in writing, any grade changes to the Superintendent or designee.

C. Additional Days/Hours

1. All Employees, regardless of FTE, shall work four (4) days beyond the 183 days included in the standard contract. These four (4) additional days are counted and scheduled as a total of 28 hours compensated by the PLE contract described in Section D below. These hours are allocated as follows:

1.	professional development and other activities in support of student learning planned by the District/principals and scheduled to occur outside the regular workday or student school year calendar ("principal hours")	7
2.	professional development and other activities in support of student learning planned and scheduled outside the regular workday or student school year calendar by building consensus ("building consensus hours")	7
3.	August and/or January on-site self-directed time for classroom and course preparation, and/or grading and reporting of student progress, as verified by each staff member.	14
	TOTAL	**28**

2. The decision on how and when to use building determined Days/Hours in support of the Site or Department Learning Plan (row 2 above) will be made by the site or department through the building/department decision-making model. Building staff will also determine to hold calendared, building sponsored events, which require the participation and presence of all or an identified group of staff. Examples could

include – Open House, curriculum nights, student orientation or award events. This time may also be used for scheduled activities like training, seminars, or working together as collaborative teams in support of the site learning plan. The parties encourage sites to use the time in significant blocks, to the extent possible.

3. Staff unable to attend any additional hours as listed above 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 (including any state-mandated training on state-funded professional learning days). Curricula or policy decisions made while absent will be adhered to.

4. These hours 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.

5. Staff new to the District will be paid at their per diem rate for District/building induction and curriculum training.

6. If a school schedules a "back to school" event for students and families to meet educators and such event occurs on a work day prior to the first student day of the school year (i.e., on a professional learning day described in Section B.11 above or after additional days/hours described in Section C.1 above), such "back to school" event will be scheduled contiguous with the other work time that day (e.g., at 3:30 pm on a full 7-hour work day that began at 8:00 am and included a 30-minute duty free lunch, or at 6:00 pm on a full 7-hour work day that began 10:30 am and included a 30-minute duty free lunch) with no more than a one (1) hour meal break between the first work period and the "back to school" event.

D. Professional Learning and Enrichment (PLE) Contract

We recognize that basic education funding does not compensate staff for the time necessary to complete all the required educational duties determined by the Tahoma School District. Four days (28 hours) are included within the non-instructional days described in Section C above. 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 12.675 percent of the continuing staff member's standard salary regardless of FTE.

Longevity: Staff with 20 years or more of experience (measured using state rules for the SAM in 2017-18) shall be paid an additional $4,000 on the PLE contract.

If a part-time 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 PLE contract and services rendered compensation will not exceed the equivalent compensation provided to a full-time staff member under the PLE contract.

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

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

1. Participate in self-reflection, goal setting, and related professional growth activities, such as: attending workshops, classes, conferences, seminars or participating in action research projects. Participate in the development of a building site plan, other building activities or committees such as interview teams.

2. Develop and maintain practices for communicating with families through ParentSquare with the availability of District training and technology.

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

E. Workday, Planning, Coverage and Closures

1. A full-time employee's regular workday of time on-site is seven (7) hours exclusive of a thirty (30) minute minimum duty-free lunch period. A certificated employee's total workday shall specifically include thirty (30) required minutes before and thirty (30) required minutes after school (except as such minutes are flexed or rescheduled with the approval of their supervisor).

2. Computed over a two-week period, teachers at grades 6-12 will average 310 minutes of instructional time and 45 minutes of preparation time per day. The bi-weekly average in this paragraph assumes a standard five-day week without alternative schedules. Where buildings have reached a decision using the consensus-based decision-making model, a variance shall not be required. Teachers with part-time schedules who have no instructional classes with students on an entire school day may work their calendared prep time off campus.

   Computed over a two-week period, certificated educators at grades K-5 will be provided an average of forty-five (45) minutes of preparation time per day during the student day. This total will be provided in at least 30-minute blocks. The bi-weekly average in this paragraph assumes a standard five-day week without alternative schedules. Where buildings have reached a decision using the consensus-based decision-making model, a variance shall not be required.

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

4. Certificated educators who are not scheduled with preparation time on a student class schedule will schedule their own preparation time within their weekly schedule, and provide notice to their supervisory administrators upon request.

5. If mutually agreed by the District and the Association, an employee shall be paid for teaching an extra period during their planning period. Employees shall be remunerated at their per diem rate of pay per teaching period for the extra period

worked. The District will provide notice to the Association of all contracts issued to teachers for teaching an extra period during their planning period.

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

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

8. Employees who lose lunch or planning time due to a request or approval from an administrator to serve an urgent and demanding student need will be paid at their per diem hourly rate of pay for the lost planning time.

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

10. When employees are released from normal duties for professional development or meetings, trainings will not exceed 6.25 hours per day, allowing for the 30-minute duty free lunch and 45 minutes of preparation time. The person organizing the meeting will check with participants regarding preferences for the day of week or portion of the day (morning or afternoon) to minimize the impact on employees' preparation time, as well as whether the 45 minutes of planning is scheduled contiguous with the 30-minute lunch period, scheduled prior to the training or scheduled after the training. Whenever practical, trainings or meetings that take place on multiple days will be scheduled so that they do not always fall on the same day of week, minimizing the impact on preparation time for the same staff members every time. The ability to accommodate those preferences may be limited based on the availability of space and/or the trainer.

11. If employees show up for work on a school day canceled for inclement weather and the District has not publicly announced closure in a timely manner, employee(s) will be paid for one (1) hour. "Timely manner" is defined as no later than the following times:

    a. 6:30 am for school closure announcement only

b. 8:30 am for school closure announcement following a two-hour late start announcement

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

13. The calendar for the following school year shall be negotiated prior to March 30 of the current school year. The calendar shall include any mutually-agreed non-workdays and in-service days.

F. Additional Assignments and Responsibilities

1. Enrichment Activities

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. For the 2026-27 school year there will be $44.15 per FTE student at grades K-6 and $22.07 per FTE student at grades 7-12 for enrichment activities. These amounts shall be adjusted annually by the inflationary adjustment index used by the state in revenue formulas for certificated instructional staff, currently the implicit price deflator (IPD). Any 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 paid at the extra service hourly rate.

2. Elementary Staff Support

All certificated elementary staff 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 Pre K-5 student FTE divided by the total District certificated elementary staff FTE. Guidelines for the use of such money will be communicated at the time the amount is identified to qualified staff. Such amount must be spent or designated by May 15 each year. Part time staff will receive a prorated share.

3. Leadership Money

a. The District shall allocate funds to support building leadership needs. This sum is intended to create a District wide total and is not intended to be split based on the student FTE at a particular school. The total District dollar amount allocated for this purpose shall be no less than $219,000.

b. The Leadership Model is comprised of four quadrants in which leadership needs will be identified at each school (see Addendum 12):

i. Instructional Leadership Team/Building Leadership Team (ILT/BLT)

ii. Multi-Tiered Systems of Support (MTSS)

iii. District Teams

iv. Other Building Leaders/Teams

c. The Leadership Model design is intended to provide:

i. Clear job descriptions

ii. Equitable compensation

iii. Structure for success

d. The Leadership Model design:

i. Supports elementary, middle and high school models

ii. Meets building needs

iii. Ensures equity across buildings

iv. Is adaptive to changing needs

v. Ensures accountability to best practices

vi. Supports and sustains a learning organization

e. For each of the four quadrants listed above job descriptions for relevant positions will be shared that articulate the scope of the work as well as the estimated number of hours required. Opportunities for participation in leadership will be annually communicated to staff. Staff will express their interest in a position. If there is more than one staff member interested in the position, the building administrator will gather input from staff, including department/grade level staff, regarding interested staff members. The building administrator will select a staff member for the position if consensus among the group cannot be reached. If a staff member is not selected for a leadership position, the building administrator will, upon request, share the rationale for the selection with that staff member.

f. A sum of $6,500 at each school will be allocated for the purposes of compensating activities in quadrant four (Other Building Leaders/Teams) to be determined at the building level using the stipend template provided by the District.

4. Supplemental Contracts and Additional Assignments

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

a. Extended days for CTE teachers will be determined per Addendum 10.

b. Extended days for T&L Department Support Staff will be determined per Addendum 11.

c. Special Education and IEP Compensation

Special education, SLP, OT/PT, and Psychologist staff shall receive a responsibility stipend in the amount of $7,654.56, prorated by FTE (to be increased by the state's inflationary adjustment factor each year). This stipend compensates employees for the following additional responsibilities often performed beyond the instructional day:

1. Development, revision, and maintenance of legally compliant IEPs and/or evaluation reports for assigned students;

2. Participation in required IEP and/or evaluation meetings, including preparation and follow-up; and

3. Shall complete a total of seven (7) hours of District-directed training focused on District compliance, student service expectations, alignment of special education staff, and transitions of students and families to new schools or educational levels. For the 2026–27 school year, the required seven (7) hours will be scheduled throughout the school year. Beginning with the 2027–28 school year, the required seven (7) hours will be completed through attendance at a seven (7)-hour August District training day.

These staff members may seek approval from the Student Services director to accessing professional development outside of the District in lieu of working the August day.

d. District Sponsored In-Service Training

One (1) or two (2) in-service instructors who plan and instruct a District staff development class outside of contractual workday/responsibilities, will each be paid at the rate of seventy-five ($75.00) per hour based on teaching/facilitating time. Teams of more than two (2) must be pre-approved by the Teaching and Learning Department and will be compensated at the rate of 2 ½ times the hourly training rate ($188 hourly to be divided among the group of instructors). Instructors will be paid 1 hour of planning time for each 3 hours of instruction at the instructor's per diem hourly rate.

e. Mentor Educator – Secondary

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

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

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

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

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

f. Mentor Educator – Elementary

Partner Educators will be identified at the building level for each staff member new to the profession. The Partner Educator provides job alike support for the new to the profession educators in the educator's building. These responsibilities include assisting with day-to-day questions that will emerge for the new to profession educator; offering support and consultation on curriculum planning; and answering questions regarding district and buildings events such as conferences, field trips, PTA events, etc. Consistent with current contract language regarding mentors, potential Partner Educators should be experienced staff members who are distinguished or proficient in their own evaluations. Site or program administrators will contact potential Partner Educators, select from those interested, and complete the Mentor Selection Form. Interview teams are encouraged to review the "mentor selection criteria" and identify potential Partner Educators for new hires. The Partner Educators will be paid a $600 stipend.

In addition to the Partner Educators, six District Mentors will be identified to support staff members new to the profession. District Mentors will

provide ongoing formal and informal support to new educators with a coaching-consulting relationship; provide opportunities for new educators to seek advice and consult about various aspects of educator role and responsibilities; and attend and support mentees at district level mentor-mentee meetings. District Mentors will attend the OSPI Mentorship Academy and ESD roundtable meetings; and participate in learning labs and District mentor-mentee meetings occurring 4 to 6 times per year. District mentors will be selected from interested staff members who complete an application; have at least five years of experience; have a distinguished or proficient rating in their own evaluation; have references from a building principal and colleagues; and are willing to make a minimum two-year commitment to serve in the position. Each District Mentor will be paid a $400 stipend and up to 12 hours per diem compensation for meetings and other activities. Release time may also be provided, if substitutes are available, for District Mentors to attend OSPI mentor trainings and ESD roundtables.

Should problems or concerns arise at any time between the Partner Educator, District Mentor and/or mentee, any party may seek problem solving support from the site administrator, Teaching & Learning New Teacher Coordinator, and/or an Association representative.

5. Per Diem Rate

The per diem rate is paid for additional assignments and responsibilities that require professional certification but fall outside the employee's regular job description and mandated activities within the job description that fall outside the regularly scheduled workdays or work year. The per diem rate is calculated as the employee's base salary divided by the number of required workdays in the base contract. The hourly per diem rate is calculated by dividing the per diem rate by the required, on-site work hours per day (minus any duty-free lunch period).

6. Extra Service Rate

The extra service rate is paid for additional services including but not limited to optional professional development (including mandatory professional development in which employees had an option to complete during the regular workday), zero-hour activities, and student supervision outside the employee's job description. The extra service daily rate is calculated as the minimum base salary for Tahoma certificated educators on Addendum 1 divided by the number of required workdays in the base contract. The extra service hourly rate is calculated by dividing the daily rate by the required, on-site work hours per day (minus any duty-free lunch period).

7. District Leadership Needs

There are District needs which are met by building level staff. Opportunities for participation in leadership will be annually communicated to staff. Staff will

express their interest in a position. If there is more than one staff member interested in the position, the administrator will gather input from staff, including department/grade level staff, regarding interested staff members. The administrator will select a staff member for the position if consensus among the group cannot be reached. If a staff member is not selected for a leadership position, the administrator will, upon request, share the rationale for the selection with that staff member.

8. Supplemental Contract Review and Adjustments

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

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

Any changes to supplemental contracts listed in 3 and 7 above shall be negotiated between the District and Association prior to the next school year through the labor management process.

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

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

9. National Certification

The District will offer a $3958 stipend (increased annually by the state's inflationary adjustment factor) to Educational Staff Associates covered by this bargaining agreement who attain and maintain for the entire school year national certification from the following national boards:

a. Nationally Certified School Psychologists (NCSP)/National Association of School Psychologists (NASP)

b. Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) / American Speech Hearing Association (ASHA)

c. Occupational Therapist Registered (OTR)/The National Board for Certification in Occupational Therapy (NBCOT)

d. Physical Therapists: passage of the National Physical Therapist Examination (NPTE) will be accepted in lieu of national certification.

e. National Board Certified School Nurses (NBCSN)/The National Board for Certification of School Nurses (NBCSN)

This stipend shall be paid at the same time as the National Board stipend is paid to classroom teachers and counselors.

10. Kindergarten Start Date and WaKIDS

As long as it is authorized by state law, the school year for Kindergarten students will start three (3) days after the first day of school for students in grades 1-12 to provide additional time for family connection conferences, orientation and other WaKIDS assessment activities. Each Kindergarten teacher will be paid up to seven (7) hours of additional time at per diem for entry of WaKIDS assessment data through a services-rendered form.

11. Notice of Retirement or Resignation

In preparation for staffing for the following school year, any employee who submits a notice of resignation or retirement no later than the last workday of February (effective at the end of the current school year) will be entitled to a $500 stipend provided that the employee completes an "Exit Plan" with their supervisor prior to the end of the current school year.

12. Additional FTE Due to Unfilled Vacancies

ESA staff who take on additional duties due to unfilled certificated vacancies shall be offered a supplemental contract for additional FTE not to exceed 1.2 FTE.

G. Insurance Benefits

1. School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined in SEBB regulations. SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

2. Benefit Plans

Benefits presently offered by the District through the SEBB include but are not limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia; and
- Medical

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g., increased Life, AD&D, Long-term disability, etc.).

3. Dependent Coverage

Legal spouses, state-registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.

Should an employee have dependent(s) who were covered by insurance as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll the dependent(s) at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

4. Eligibility

Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All compensated hours in any position within the district during the school year shall count for purposes of establishing eligibility.

Employees whose eligibility is presumed based on SEBB Resolution and/or WAC provisions regarding hours worked in the previous two (2) school years shall be offered benefits. Employees who are hired after September 1 but are anticipated to work 630 hours or more the following year shall be offered benefits coverage based on applicable SEBB Resolution and/or WAC provisions regarding "mid-year hires."

In the absence of applicable SEBB Resolution or WAC, eligibility of employees on unpaid leave status will be determined by the parties on a case-by-case basis. The District shall notify the Association and the parties shall review the circumstances of any eligible employee on unpaid leave whom the District anticipates will become ineligible for benefits due to the unpaid leave status. Such notice and review shall occur reasonably in advance of any action by the District to terminate the affected employee(s) benefits.

5. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours or more in a school year, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

6. Continuity of Coverage

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

7. Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the student school year, benefit coverage will continue through August 31. Any exception shall be determined on a case-by-case basis and confirmed by the parties.

8. Collaborative Review Process

The District shall, upon request, provide the Association with reports on employees whom the District deems ineligible for benefits, and the District's rationale for such ineligibility.

9. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent permitted by law.

10. Interpretation and Appeals

The provisions in this Article II, Section G represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations and policies, some of which may change over time.

Any SEBB decisions made by the District that an employee seeks to challenge shall be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 (or other applicable WAC) rather than the grievance procedure in Article VIII of the collective bargaining agreement.

H. Staff Wellness Program

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

I. Pay Periods, Payroll Deductions, Withholding and Annuities

1. Employees will be paid on the last business day of the month. All pay warrants will be direct deposited in a financial institution of the employee's choice. The District shall work with employees who have difficulty obtaining a checking account to find an institution for the deposit.

2. Payroll Deductions

a. Automatic Deductions

All salaries are subject to payroll deductions for:

i. Withholding tax

ii. State Teacher or State Employment Retirement Systems

iii. FICA

iv. Medicaid

v. Absence not provided for by leaves (computed at per diem based on the staff member's annual salary for each day's absence)

vi. State Industrial Insurance

vii. 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:

i. Additional withholding tax

ii. Approved medical plans

iii. Short-Term Disability Salary Insurance

iv. Tax-sheltered annuities

v. Tax-sheltered Section 125 "Flexible Spending Plan"

vi. Payments to Washington School Employees' Credit Union or other financial institutions.

vii. Other approved insurance programs

viii. Association dues

ix. Contribution to a mutually-agreed non-profit organization;

x. U.S. Savings Bond

xi. Direct deposit of employee's paycheck to participating financial institutions

3. Tax-Sheltered Annuity

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

J. 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.

K. FTE Calculation

1. Secondary staff FTE as used in the collective bargaining agreement will be calculated as described in this Section K. This calculation is intended to simplify the process for calculating partial FTE, both less than 1.0 FTE as well as more than 1.0 FTE.

2. Calculating minutes over the course of the year can be time consuming, cumbersome, and confusing given special schedules, blue days, gold days, green days, half days, assembly schedules, length of each period, snow days and number of days per semester, to name a few. As such, FTE will not be recalculated to account for these types of differences in daily schedules from week to week or year to year.

3. A 1.0 FTE educator is contracted for 183 days at 7 hours per day. 180 of the 183 days are the student days in the school calendar. The other 3 days (21 hours) are included as part of the base contract. There are also an additional 4 days (28 hours) paid on a supplemental contract.

4. At the middle school level, the school day is scheduled as periods 1-6 each day. Over the 180 student days, a 1.0 FTE teacher will teach 5 of these 6 classes with one class designated as a planning period. Each of the periods taught are considered a .2 FTE for calculation purposes (for calculating part-time or more than full-time work).

5. At the high school level, the school day is scheduled as periods 1-8 over a two-day cycle. Over the 180 student days, a 1.0 FTE teacher will teach 6 of these 8 classes with two classes designated as planning periods. Each of the periods taught are considered a .16666667 FTE for calculation purposes (for calculating part-time or more than full-time work).

ARTICLE III – LEAVES

A. Paid Leaves

1. Annual leave

Each certificated employee shall be allocated twelve (12) days of annual leave for illness, emergencies, and non-illness purposes as described below. Staff members working less than full time will receive prorated leave based on their FTE. Suspected or potential abuse of leave may be reviewed by the District.

a. Illness leave

This leave is deducted from the annual leave allotment. Medical (including dental, vision and mental health) reasons and other emergencies are considered personal illness. Whenever possible, routine medical, dental and vision checkups or life insurance examinations should be scheduled outside of the contracted workday. Absence in excess of five (5) consecutive days must be supported by a signed statement from a licensed health care provider.

In the case of a long-term health leave, a licensed health care provider will be asked to document the probable beginning and ending dates for the leave. The completion of additional documentation will be required to amend the leave dates.

b. Non-illness leave

i. This leave is deducted from the annual leave allotment. Employees may use this leave on twelve (12) workdays in a given year. Up to five (5) of the days may be taken consecutively. This leave may be used for personal, volunteering or professional reasons.

ii. Up to 20 District certificated staff members requiring a substitute may be granted non-illness leave per day. Prior approval will be granted on a first come, first served basis following receipt of a request to the District's Human Resources Department. A calendar with current non-illness use scheduled for future days will be published and viewable to all employees.

iii. Non-illness leave shall be taken in full- or half-day increments, excluding the potential release day referenced in Article II, Section B.11 and the PLE Hours which can be taken hourly, half-day, or full-day.

iv. Non-illness leave may not be taken on the workday immediately preceding or following December, February, and April breaks, or the first or last day of school.

v. If all non-illness leave days have been exhausted for attending professional development opportunities which may otherwise not be supported by the District, the building principal and staff member may mutually agree on additional non-illness day(s) to be deducted from the staff member's illness leave.

vi. Exceptions to the non-illness leave restrictions listed in subsections i.-v. above may be appealed to the Director of Human Resources and the Association President at least ten (10) days prior to the day being requested. The general criteria for such exception will be whether supporting reasons indicate a serious need or obligation worthy of granting release from contractual responsibilities. Serious obligations would not include matters of convenience such as accommodating travel or vacation plans. Their decision is not subject to the grievance process.

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, or for an employee's loss of pregnancy.

Additional days of bereavement leave may be deducted from accrued days of leave and must be approved by the Human Resources Department. If no paid leave is available, the cost of the substitute will be deducted.

3. Serious Family Illness Leave

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

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

4. Childbirth/Adoption Leave

Maternity leave shall be granted for the period of disability that prevents an employee from fulfilling the employee's 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, a licensed health care provider 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 the employee's immediate supervisor for maternity leave. This request will include: approximate length of absence, the estimated date the absence is to begin, and the estimated date the absence is expected to end. This request should be signed by the immediate supervisor and forwarded to the Human Resources Department for approval.

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

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

5. Jury Duty and Court Action

Employees may serve on juries.

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

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

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

6. Association Leave

The Tahoma Education Association will be granted a cumulative total of thirty (30) days of absence each year for professional meetings and business of the National, State, and Local Education Associations. The Association will give five (5) days advance notice whenever possible to the District of pending absence. Whenever more than three (3) Association representatives are released on the same date, the additional representatives will count in the non-illness related leave cap (Section A.1 above). The Association will reimburse the District at the substitute teacher pay rate for substitutes hired to cover such absences.

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

B. Unpaid Leaves

1. Leave of Absence

A staff member may request a long-term unpaid leave. The Board upon recommendation of the Superintendent may grant the long-term leave of absence to the staff member. 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. The following provisions apply:

a. A staff member must have completed one (1) year of satisfactory service in the District to be eligible for long term-leave. Requests for leave for conditions found in subsections c.i, ii, iii, and iv below must be submitted by May 15 of the year preceding the requested leave.

b. The District shall reappoint a certificated staff member upon receipt of a written request submitted no later than March 15. Failure to give written notification to the District by March 15th constitutes a resignation of the position. For leaves of one-year duration, the District will reassign the staff member to their previously assigned building, subject to involuntary transfer and reduction in force processes, 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. Further, the conditions affecting leaves under subsections c.iv, v, vi, and vii shall determine acceptance for reappointment as judged by the District.

c. Leaves of absence may be granted for:

   i. Study and research

   ii. Foreign teaching in the service of the U.S.

   iii. Approved exchange educator assignment

   iv. Work in a professionally related field

   v. Personal illness

   vi. Family emergency

   vii. Maternity/Parental

   viii. Military

   ix. Special cases as recommended by the Superintendent or designee.

2. 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:

a. 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.

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

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

C. Other Available Leaves

1. Family and Medical Leave Act (FMLA) – See Board Policy 5404, provided that married couples who are both employed by the District may each access up to twelve (12) weeks of this leave.

2. Washington State Paid Family and Medical Leave (PFML) – See Board Policy 5404, provided that an employee may choose to take a full or half-day of paid leave (Section A above) on a day on which the employee is on PFML leave and such pay will be considered supplemental compensation. The employee will notify the District of this election prior to or at the time of the employee's PFML leave.

3. Unpaid Religious Holidays – See Board Policy 5409.

4. Domestic Violence Leave – See Board Policy 5401 and Chapter 49.76 RCW.

5. Military Leave for Public Employees – See Board Policy 5407 and RCW 38.40.060.

D. Sick Leave Buy-Back, VEBA Plan Contributions, 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.

2. VEBA Plan Contributions Upon Retirement or Separation

The District has adopted a VEBA health reimbursement arrangement (the "Plan") pursuant to RCW 28A.400.210, and the District agrees to make contributions

described in this section to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan.

Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of the Plan. The Plan shall cover retirement or separation from service sick leave cash-out benefits only.

Contributions on behalf of each eligible employee shall be based on the cash-out value of sick leave accrued by such employee available for contribution in accordance with statute and District policy or procedure. All eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan on behalf of that employee at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term of this Agreement shall be forfeited together with all cash rights that pertain to such excess sick leave.

3. 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, their annual/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 sick (annual) 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.

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

c. 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.

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

ARTICLE IV – EMPLOYEE RIGHTS

A. Just Cause

The concept of just cause includes the concept of progressive discipline (verbal reprimand, written reprimand, suspension without pay, discharge). In progressive discipline, steps may be skipped whenever the corrective action is proportional to the seriousness of the misconduct.

No employee may be adversely affected in the employee's contract status (suspended or discharged) without probable cause. Probable cause may be contested through the statutory process. (RCW 28A.405.300)

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

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

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

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

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

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 and Working Files

Employees' personnel files maintained in the Human Resources Department or working files in the immediate supervisor's office that may serve as a basis for affecting

employment status will be available for inspection by the affected employee. Anyone, at the employee's request, may be present in this inspection.

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

Derogatory information will be entered into an employee's personnel or working 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 two (2) years, an employee may request that the District remove derogatory materials from that person's personnel or working file. The District reserves the discretion to continue such placement in the personnel or working file and, upon request, will explain the reasons for doing so. Materials removed will be destroyed as allowed by record retention statutes or retained in litigation or investigative files.

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

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

C. Assignment and Transfer

1. General Conditions

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

For the purpose of assignments and transfers, "building" staff positions include those employees evaluated by a building principal, associate principal, or assistant principal. For the purpose of assignments and transfers, "program" staff include those employees evaluated by somebody other than a building principal, associate principal, or assistant principal. For the purpose of assignments and transfers, program staff are assigned to the District and placed in individual building(s) by the supervising Director. If a District program (e.g., SAIL or preschool) is relocated, the educator assigned to that program will be moved with that program to the new location without considering this a reassignment or transfer.

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 the employee would be subject to reduction in force (Article VII).

Part-time employees, with the recommendation of the principal/supervisor and the approval of the Director of Human Resources may increase their FTE in filling an open position.

The District may convert a leave replacement/long term substitute's contract to a regular contract upon recommendation of the principal/supervisor and the approval of the Director of Human Resources.

The District has the option of posting for a pool of candidates in which multiple hires can occur from the same posting.

After July 15, the District has the option to post positions as "Open Until Filled" for the ensuing school year.

TPEP summative evaluation scores would be "one of the multiple factors" a principal and/or hiring team would consider for vacancies on the professional staff as it relates to assignment and transfer.

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 any specific knowledge, skills, and abilities necessary for a candidate to be successful in the building or program.

c. If an in-district candidate is not selected for transfer into an open position, the District shall provide a written rationale to the employee, if requested. The chair of the hiring committee may solicit input from the committee, if warranted.

3. Posting and Notices

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

All candidates who apply for and are not selected for a position will be notified that the position has been filled by another candidate.

4. Assignments and Voluntary Transfers

Vacancies on the professional staff will be filled according to the following considerations:

a. Step 1 – In-Building Reassignments

Unless an employee exercises a right of first refusal to return to a building after an involuntary transfer under subsection C.6.j below, the principal will email the building staff and program staff assigned to that building that a position is open and will consider any qualified in-building candidates who express a written interest (email or other means) within two (2) days.

b. Step 2

If a position is not filled by someone expressing interest in Step 1, open positions shall be posted for at least five (5) school-business days. Other in-district candidates may apply for an open position and will be considered by the hiring committee.

c. Step 3

The hiring committee will consider the other in-district candidates by choosing one of the following options:

i. recommends one of the qualified in-district candidates for the position from the pool of applicants without interviewing, or

ii. elects to interview one or more of the in-district candidates from the pool of applicants, or

iii. elects to interview all of the in-district candidates from the pool of applicants, or

iv. elects to interview one or more of the in-district candidates and one or more of the out-of-district candidates from the pool of applicants, or

v. elects to interview all of the in-district candidates and one or more of the out-of-district candidates from the pool of applicants, or

vi. elects to interview out-of-district candidates only. Prior to selecting this option, steps 4-7 (below) must occur first.

d. Step 4

The District will place any excessed (RIF) employees who have not received a placement. 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/supervisors will determine the placement of the excessed staff.

e. Step 5

The District will place any leave replacement employees who have been converted to a regular employee.

f. Step 6

The District may place an employee(s) hired without a specific vacancy or for positions with multiple vacancies. The Superintendent is responsible for making the placement decision in consultation with the Director of Human Resources and the principal/supervisor.

g. Step 7

The 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.

h. Step 8

The hiring committee interviews out-of-district candidates from the pool of applicants.

5. Positions "To Be Determined"

Each spring, the District will identify specific positions they propose to recruit outside of the normal Assignment and Transfer process listed above. The number and type of positions will be provided in writing to the Association prior to April 1. The District and Association will reach agreement on a final list of positions to be hired outside of that section of the negotiated agreement.

The District will have the authority to offer letters of intent to candidates at in-state job fairs, out-of-state job fairs, college open houses, educator recruitment visits, and similar hiring events where potential candidates will be available to school district recruiters.

The letters of intent will be conditional based on reference checks and school board approval. These candidates will be hired into the District for positions without a specific vacancy and initial placement may be known as "To Be Determined" if there are multiple similar positions anticipated. These positions will be placed according to Step 6 above.

6. Involuntary Transfers

a. An involuntary transfer shall be defined as an employee changing from a building and/or program to another at the direction of the District. It is understood that an involuntary transfer is not generally a satisfactory method for filling a vacancy and shall occur as a last resort after all other feasible options have been explored. The Association and District mutually agree that at times as a result of student enrollment and change in programs it may be necessary to involuntarily transfer employee(s).

b. The District shall provide to the Association a list of all employees and/or positions subject to an involuntary transfer, and the vacant positions or potential placements for such involuntary transfers known at the time. Such list shall be updated as the process below proceeds.

c. The District shall seek volunteers from the school, program and/or department from which an involuntary transfer needs to take place, and provide those who volunteer with a list of vacancies and potential positions to which they could be transferred. If more than one employee volunteers, the employee with the most seniority shall be offered the transfer.

d. Should there be no volunteers the qualified employee with the least seniority in the affected school, program, or department shall be involuntarily transferred.

e. In an effort to support employees with a documented need to improve performance, employees who are on probation will be excluded from involuntary transfers.

f. As much notification as possible and a rationale will be given, in writing, by the Human Resource Director or designee to the employee being involuntarily transferred. The impacted employees may request a meeting with the Human Resource Director to discuss the circumstances of, and necessity for, the proposed involuntary transfer.

g. In the event there is more than one employee being involuntarily transferred and more than one vacancy for where such employees could be placed, the employee with the most seniority shall have the first choice of available assignments for those that they are qualified for.

h. Employees involuntarily transferred (including those who volunteer under subsection 6.c above) shall receive two (2) days of per diem pay, or if the employee is transferred during a school year, the employee may choose two (2) release days to make the move.

i. No employee involuntarily transferred out of a school, program, and/or department shall be subject to a future involuntary transfer for the following two (2) years. If an employee is involuntarily transferred for any of the

reasons described in this section twice within four (4) school years, such employee shall not be involuntarily transferred prior to completion of four (4) school years at the new school, program or department.

j. Employees that are involuntarily transferred shall have the first right of refusal for the same or similar position within the building from which they were involuntarily transferred for two (2) years from the time of the transfer. Should there be more than one employee involuntarily transferred from the same building or program, those employees shall be offered the first right of refusal in order of seniority.

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

7. Moving Stipend

Moves not otherwise compensated as described in subsection C.6 above, and not requested by the employee will be compensated with $500 upon completion of a Services Rendered Form. Some secondary staff are required to teach in multiple classrooms, but on-site secondary moves must involve a total change of their primary teaching space to receive compensation.

8. 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.

9. Contract Renewal and Resignation

a. Contracts for returning staff may be offered after April 15. Once offered, a staff member has 10 business days to return the contract to Human Resources. A staff member may resign their contract for the subsequent school year any time on or before June 15. Upon receipt of the resignation the District will immediately release the staff member from their contract.

b. After June 15 and during a contract year a staff member may not request to be released from their contract with less than thirty (30) days' notice. Once the request is submitted the District will post the position. Providing the District posts the position the staff member may be held to their 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.

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

10. Transfer By-Pass Procedures

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

ARTICLE V – WORKING CONDITIONS

A. General Education Class Size and Special Education Workload

1. General Education Class Size

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

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

b. The District will provide extra pay if the following class sizes are exceeded:

i. Preschool: 16 students per section

ii. TK: 18 FTE students

iii. Kindergarten: 20 FTE students

iv. Grades 1-3: 23 FTE students

v. Grade 4: 26 FTE students

vi. Grade 5: 27 FTE students

For each one (1) FTE student which exceeds the above numbers, the District will provide $15 per student per day in the 2026-27 school year and $16 per student per day in the 2027-28 school year. Class size shall be measured on the student count dates for September, October, November, December, January, February, March, April, May, and June. For Preschool classes, no new peer student will be enrolled after November 30 unless replacing a withdrawn peer student. Elementary specialists who provide instruction to a grade level classroom that is in an overload status shall be compensated at the rate of one-seventh (1/7) of the daily overload rate of pay for each day they provide such instruction.

c. The District will provide extra pay if the following class sizes are exceeded:

i. Grades 6-8: 30 FTE students per class.

ii. Grades 9-12: 32 FTE students per class

For each one (1) FTE student which exceeds the above numbers, the District will provide $15 per student per day in the 2026-27 school year and $16 per student per day in the 2027-28 school year, pro-rated by number of teaching periods in a full-time assignment. Class size shall be measured on the student count dates for September, October, November, December, January, February, March, April, May, and June and each month will be deemed to have 18 days.

d. The numbers in b & c above are conditioned on the District receiving full funding at current prototypical school funding levels. If the class size funding levels change, this section may be reopened.

e. Excluded from these are traditional large-scale classes, such as band, orchestra and choir. The District will attempt to keep such secondary-level classes at no more than 40 FTE students ("Performance" classes may exceed this limit). Secondary physical education classes that exceed 40 FTE students will be provided relief identified under paragraph c above. Secondary physical education classes with a portion of classroom time and a portion of gymnasium time will be provided relief identified in paragraph c above when the class exceeds 35 FTE students in a traditional classroom setting for the Health portion of the curriculum.

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

g. 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.

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

2. Special Education Workload

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

a. Elementary and Secondary Schools

For each one (1) FTE IEP student above four (4), the District will provide, $6 per FTE student per day, prorated per period for middle and high school. Both elementary and secondary IEP students shall be measured on October

1, January 1, March 1, and May 1. Staff eligible for overload pay shall be paid once for each quarter based on those measurements. Compensation will be retroactive to the beginning of the quarter.

b. Alternative Assessments: Annually the Special Education Director or designee will meet with teachers scheduled to complete alternative assessments to determine a plan for support to allow each teacher to complete the paperwork and assessment needed to meet the state requirements. The plan will be based on the current OSPI requirements and the number of students to be assessed. Teachers will also be provided access to training on the process provided by OSPI.

c. Special Education Teachers:

i. The special education caseload manager will be compensated at one and one-half (1.5) hours of the employee's per diem hourly rate for each student over twenty (20) on Resource staff member's caseload. The special education caseload manager will be compensated at one and one-half (1.5) hours of the employee's per diem hourly rate for each student over ten (10) on SAIL, Special Education Preschool and Transition 18-22 staff member's caseload. This compensation will be calculated based on the total number of students assigned to the teacher as the caseload manager on the first student day of November, January, March, and June.

ii. Any special education teacher who is serving (providing educational services to) 50% or more students than the 20 or 10 IEPs on the staff member’s caseload identified in c.i above, shall meet with an administrator to collaboratively identify and implement workload relief through such resources as release time, reallocation of paraeducator time, reallocation of caseload, additional per diem hours, additional training, and mentoring or coaching support. The District Student Services department will provide exemplars of scalable paraeducator and teacher staffing that provides relief for caseloads or service responsibilities exceeding the numbers in c.i above. The District will include TEA input from the joint TEA-Student Services Staffing Taskforce into such exemplars, and will seek input from TEA leadership on any future changes in such models.

3. Overload Computation

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

4. Multiple Classes in Same Period

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

5. Special Education ESAs

District administrators (Human Resources and Student Services) will work with OTs, PTs, Psychologists, Social Workers, and SLPs to staff and assign special education educational staff associate positions in a manner that takes into consideration the number of cases and number/location of work sites of each staff member. The goal will be to attempt to provide equitable workloads. Assignments may be altered during the school year in order to provide equity and/or stay below the caseload goals below. Disputes in determining an equitable distribution of assignments will be resolved through the labor management process.

Position	
OT	1:29
PT	1:29
SLP	1:40
Psychologists	1:800

The numbers above reflect caseloads for Ots, PTs, and SLOs. The Psychologist ratio is a district-wide P-22 staffing ratio based on student headcount including Running Start students.

Students who are receiving SDI or related services from the OT, PT or SLP shall be included in the caseload numbers above.

For OTs, PTs and SLPs, the District shall offer overload assistance to employees whose caseloads exceed the goals above. The caseload includes all students for whom they are case manager, provide SDI, or provide related aids and services, but not students for whom they only provide supplementary aids and services. The support can include 60 minutes of paraeducator time per week, an additional one and one-half (1.5) hours of IEP writing time compensated at the employee's hourly per diem rate for every student over the above numbers or increasing the FTE of COTA and PT Assistants helping the overloaded ESA. The additional support will be determined in collaboration with the Director of Student Services, the department head (if any), and the assigned ESA. Caseload counts will be measured on the first student day of November, January, March, and June to determine the needed additional support for the remainder of the school year.

The workload of psychologists, and when an employee is overloaded, is measured by factors other than simply the number of completed evaluations for special education eligibility, and thus, must consider additional roles and responsibilities expected of school psychologists at individual schools. For school psychologists, if

the District-wide ratio exceeds the staffing goal by 5% or more, in addition to the 10 extra days already provided, the District shall offer overload assistance to school psychologists. The support can include additional FTE (up to .2 FTE) assigned to a specific psychologist when positions are unfilled, contractual school psychologist services, clerical or other classified support, or an additional hour of evaluation writing time at an employee's hourly per diem rate for each student over the ratio (i.e., a ratio of 1:840 would generate 50 hours of evaluation writing time). The overload trigger is measured based on district-wide numbers, but the assistance and remedies will be targeted to individual psychologists with the greatest workload. The type and plan for assignment of additional support to individual employees will be determined in collaboration with the Director of Student Services, the department head (if any), and the school psychologists. The District-wide ratio will be measured on the first student day of November, January, March, and June to determine the needed additional support for the remainder of the school year.

6. School Counselors and Social Workers

Human Resources will assign counselors and social workers to schools in a manner that recognizes the size and complexity of individual school assignments and minimizes split FTEs and itinerant assignments. The goal will be to attempt to provide equitable workloads.

Position	
Elementary (FTE:K-5 District-wide student headcount)	1:475
Middle School (FTE:6-8 District-wide student headcount)	1:300
High School (FTE:9-12 District-wide student headcount)	1:300

The staffing goals above shall include ESA school counselor staff only beginning in 2027-28. These ratios shall also include any budgeted counselor or social worker FTEs that are converted to other staff by mutual agreement of the District and Association leadership.

For school counselors and social workers, if the District-wide ratio based on student headcount including Running Start for a particular level exceeds the staffing goal by 10% or more, the District shall offer overload assistance to school counselors and social workers at that level. The support can include contractual services, clerical or other classified support or additional hours of compensated work hours at the employee's hourly per diem rate for each student over the ratio (i.e., a middle school ratio of 1:335 would generate 35 additional compensated hours). The overload assistance is an entitlement of the entire group of school counselors/social workers at that level, not an individual employee. The type and plan for assignment of additional support to individual employees will be determined in collaboration with the Director of Human Resources, the District-level coordinator for such services, and the school principals and counselors/social workers at the impacted level. The District-wide ratio will be measured on the first student day of November, January, March, and June to determine the needed additional support for the remainder of the school year.

7. MLL Teachers

The staffing goal for MLL teachers shall be:

Position	
MLL (students served)	1:60

For the MLL staffing goal above, the District will provide overload assistance of 60 minutes of paraeducator time per week or one hour at the employee's hourly per diem rate per FTE student over the goal.

8. ESA Certificated Nurses

The District is committed to staffing at least one (1) ESA Certificated Nurses for the duration of the current Collective Bargaining Agreement.

B. Student Discipline

1. 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, including Chapter 392-400 WAC, and District policies and procedures, including Policy 3241 and Procedure 3241P.

2. 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.

3. 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.

4. A document regarding student responsibilities, rights, and due process will be available on the District's website. The building administrator shall meet with staff prior to the students' first day to develop and/or review building standards for administering corrective student discipline and other interventions and the uniform enforcement of those standards, including the identification of the lines of authority in the absence of the principal. The standards for classroom exclusions and procedures for returning students to the classroom, as described in Section 5.b below, will be reviewed by administrators and staff as a part of the meeting described in this paragraph. Building administrators will also collaborate annually to review and establish fidelity and consistency across the building in the application of procedures for returning students to the classroom as described in Section B.5 below.

5. Classroom Exclusions

a. Pursuant to state law, a teacher may exclude a student from the teacher's classroom or instructional or activity area for behavioral violations that disrupt the educational process while the student is under the teacher's immediate supervision.

b. Before excluding a student from the teacher's classroom, the teacher must first attempt one or more other actions in response to the behavioral violation, which may involve the use of best practices and strategies included in the state menu for behavior, to support the student in meeting behavioral expectations. If the teacher excludes the student from the classroom on the grounds that the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process, the teacher must immediately notify the principal or designee. Otherwise, the teacher must report the classroom exclusion and the behavioral violation that led to the classroom exclusion to the principal or designee as soon as reasonably possible.

c. A student may be returned to a classroom with the teacher's consent or when the principal or designee and teacher have conferred. The "conferring" between the principal or designee and staff member should include an opportunity, if requested by the staff member, for a genuine dialogue at an educationally-appropriate time about the student's behavior and the steps already taken, and those necessary to be taken, to successfully restore positive educational relationships within the classroom. Restoring relationships may, in appropriate circumstances, require the inclusion of the student and/or other facilitators in the dialogue. In all cases, the parties have a joint goal to minimize the loss of instructional activity and content due to the classroom exclusion. We acknowledge that, pursuant to state law, students will be provided an opportunity to make up any assignments and tests missed during a classroom exclusion.

6. Classroom exclusion authority is limited by, and subject to, state and federal requirements for students with disabilities. The rights of students with disabilities will be assured by the District through the procedures established under state and federal law, including calling the SST/Section 504 meeting in the case of suspension which approximates the statutory limit for these students.

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

8. Timely communication among the educators in a school building is a key strategy for maintaining a positive learning environment, including but not limited to, situations when a student has been excluded from a classroom or learning space.

While respecting the privacy rights of students, educators with an educational need to know will receive communications around re-engagement, re-entry, behavior, and safety plans, as well as consequences for students.

9. The District will develop and implement a consistent plan for disseminating information to staff about newly enrolled students that staff need to know to safely educate such students. Building administrators will annually review these procedures together to ensure fidelity and consistency from building to building, and review such procedures with the appropriate classified and certificated staff who gather and/or review such information upon enrollment.

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 affect a balance of biases, divergent points of view, and afford an opportunity for exploration by the students into all sides of the issue. The employee's responsibility shall be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility an employee shall be well informed in the areas being studied and present the issues in a manner in which the class perceives the objectives of the study and understands the issues involved and their implications. The appropriate administrator shall review curricular matters of a clearly controversial nature. In the event that a request for reconsideration is made of the classroom curriculum or library materials, formal procedures shall be followed as outlined in Tahoma School District policy.

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

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

D. Safe Learning and Working Environment

The District and Association are committed to maintaining a safe learning and working environment for students, employees, and visitors, and to resolving any safety issues or concerns through safety committees at each work site.

If an employee feels learning and/or working conditions are unsafe or hazardous, they may take the following steps:

- Meet with their supervisor;
- Meet with the work site safety committee; and/or
- Meet with Director of Human Resources or Student Services, or their designees, if the issue cannot be resolved at the building level.

Any and all concerns not resolved through the steps above shall be forwarded and channeled through a representative of the District Safety Committee, which shall continue to meet on a regular basis. A representative from the District Safety Committee will report back to the employee and work site safety committee with an update regarding the concern.

E. Faculty Facilities

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

F. Liability, Assault or Injury

1. 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.

2. Any case of injury or 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. Employees who experience a work-related injury during their workday and need to seek medical treatment will not be required to use leave for the remainder of their assigned workday. If there are any documentation or reports that need to be completed due to the incident, the District will provide time during the workday to complete the paperwork.

3. 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.

4. 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 sex, race, ethnicity, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, marital status, homelessness, immigration or citizenship status, the presence of any sensory, mental, or physical disability, neurodivergence, or the use of a trained dog guide or service animal by a person with a disability, or because of their membership or non-membership in employee organizations. The Association and the District will cooperate to assure compliance with nondiscrimination laws.

H. Administrative Absences

Each school will have and communicate to all staff the plan for lines of authority and responsibility when administrators are absent from a building. Such plans will be communicated prior to the first day of school, and staff will be notified when an administrator is absent from the building.

ARTICLE VI – EVALUATION

A. Purpose of Evaluation

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

B. Provisions Applicable to All Employees

1. Classroom teacher

Certificated staff members who provide "academically-focused instruction to students" shall be evaluated using the TPEP evaluation model (either Comprehensive or Focused). See Sections C, D and E below.

2. Non-classroom staff members

Certificated staff members who do not provide "academically-focused instruction to students" shall be evaluated using the locally bargained criteria as contained in this agreement (either BEP or PDP). See Sections F and G below.

3. Surveys

Student and/or parent perception data may be collected by the district or by an individual employee through mass surveys or other similar means. An administrator shall not use this data as part of an individual employee's year-end evaluation.

4. Recording

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

5. Career Assistance

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

6. Representation

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

7. Evaluator

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

8. Request for Alternate Evaluator

An employee may request in writing to the Director of Human Resources an alternate evaluator. The Director of Human Resources may then designate another individual to perform the evaluation.

9. Grievance

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

10. Required Courses

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

11. Other Forms

The supervisor may use a pre-conference form or informal feedback forms. If they so choose to use a form, they shall share the form with their staff prior to the observation cycles. The form itself will not be placed in the personnel file.

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

1. Instructional Framework

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

2. Evaluation Cycle

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

Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th. The evaluator will meet with the teacher to discuss the proposed changes and areas of concern prior to delivering a written decision.

3. Professional Development

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

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

4. Electronic Data Collection System

An electronic data collection system will be used to store artifacts and evidence as part of the evaluation process. Any change to the adopted electronic data collection system will be made only after seeking input from and field testing by educators and the Association.

D. Provisions Applicable to Classroom Teachers on the Comprehensive Evaluation

1. Self-Reflection

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

2. Goal Setting

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

b. Student growth measures will be taken from multiple sources identified by the teacher and must be appropriate and relevant to the teacher's assignment. Student achievement data must measure growth between two points in time. The goal for Student Growth Goals in criteria 3, 6, and 8 may use the same student growth measures.

3. Gathering of Evidence

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

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

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

4. Observations

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

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

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

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

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

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

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

5. Pre-Observation and Post-Observation Conferencing

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

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

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

6. Mid-year formative conference

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

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

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

c. where additional evidence and support is needed.

7. Summative Conference

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

b. Two copies of the final evaluation shall be signed by both the evaluator and teacher to document receipt and completion only and shall be submitted to the Human Resources office no later than the last day of the school year.

The signature of the teacher does not imply that the employee agrees with its contents.

8. Summative Performance Rating for Comprehensive Evaluation

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

1 = 8-14 Unsatisfactory

2 = 15-21 Basic

3 = 22-28 Proficient

4 = 29-32 Distinguished*

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

9. Student Growth Scoring

a. Evaluators total the raw score on the five (5) student growth indicators embedded in the instructional framework (criteria 3, 6, and 8). The classroom teacher is given a score of Low, Average or High based on the scores below:

5-12 – Low

13-17 – Average

18-20 – High

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

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

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

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

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

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

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

2. Self-reflection

Same as Comprehensive. See Section D.1 above.

3. Goal Setting

Same as Comprehensive. See Section D.2 above.

4. Gathering of Evidence

Same as Comprehensive. See Section D.3 above.

5. Observations

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

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

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

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

6. Pre-Observation and Post-Observation Conferencing

Same as Comprehensive. See Section D.5 above.

7. Mid-Year Formative Conference

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

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

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

c. where additional evidence and support is needed.

8. Summative Conference

Same as Comprehensive. See Section D.7 above.

9. Overall Summative Performance Rating

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

10. Student Growth Measures

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

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

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

2. Goal Setting

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

3. Observations

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

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

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

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

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

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

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

4. Pre-Observation and Post-Observation Conferencing

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

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

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

5. Mid-year Formative Conference

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

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

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

c. where additional evidence and support is needed.

6. Summative Conference

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

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

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

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

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

3. Overview of Professional Development Plan

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

b. The staff member with the evaluator and, if appropriate, peer will work together to articulate a Professional Development Plan (use Addendum 6) and will meet formally and informally throughout the year to discuss progress of goals.

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

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

4. Filing

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

5. Removal from Professional Development Plan (PDP)

a. If after conducting "walk-throughs", goal setting, informal observations, communication and discussions regarding area(s) of needed support, and other interactions with the employee over time, the supervisor concludes a non-provisional staff member on PDP no longer approaches or meets standards or has ceased to work toward, or ceased to make sustained

progress toward meeting standards, the supervisor will notify the staff member and the Human Resources Department that the staff member is invoking the need for the employee to be placed on a Basic Evaluation Plan (BEP). The staff member shall be informed of the supervisor's decision to be placed on the BEP evaluation format prior to October 1. The supervisor will provide the Director of Human Resources with a brief statement of the supervisor's perceptions of the problem.

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

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

H. Non-Probationary Plans of Assistance

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

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

   b. Any continuing contract employee covered under the evaluation procedures set forth in Section F or G above (non-classroom staff members) who has had a minimum of two (2) formal observations (for a total observation time of no less than sixty minutes) which indicate the employee has serious performance deficiencies in one (1) or more areas defined in the observation and evaluation criteria in which instance such plan of assistance may be implemented at any time after the conclusion of the two required observations; and

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

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

   a. Any provisional employee;

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

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

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

I. Probation

Employees shall be placed on probation subject to the following:

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

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

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

4. All written communications to the employee shall be served upon the employee personally or sent by certified or registered mail or by leaving a copy of the notice at the house of their usual abode with some person of suitable age and discretion then residing therein.

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

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

7. Second Evaluator During Probation

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

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

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

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

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

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

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

ARTICLE VII – REDUCTION IN FORCE

A. General Provisions

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

B. Definitions

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

1. Experience and Training

a. Experience

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

b. Training

An employee is qualified by training in any given category if the employee meets the requirements for federal law (if any) in the subject, holds current certification/endorsement for the subject, or has the equivalent of 45 quarter credits in the subject area.

2. Categories

Employees will be considered for retention in one or more of the following categories:

a. Elementary and secondary classroom teaching by endorsement

b. Support Services and Specialists: Counselors, Deans, Librarians, School Nurse, Social Workers, or Curriculum and Instruction Specialists.

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

3. Part Time Employees

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

C. Seniority

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

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

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

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

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

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

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

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

    e. In the event ties still exist, TPEP summative evaluation scores will be used.

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

4. Ranking Order (Seniority)

    a. Employees will be placed into categories based on experience. All employees will be listed in descending order in conformance with Article VII, Sections A, B and C. No later than March 10, an initial preliminary list will be ordered from the last to most senior employee and will include present assignment and other categories for which qualified. Employees

who wish to appeal their placement on the seniority list have a three-level appeal process. An employee must meet the timelines at each level to move to subsequent levels of appeal. If any of the dates fall on a day not part of the standard employment contract for staff, then the deadline will be moved to the next such workday.

b. Employees who have additional information regarding experience and/or training will identify additional categories for which they believe to be qualified on a "Request for Consideration Form". This form must be received in the Human Resources Department no later than March 20. Information, as submitted by the employee and verified by the District Human Resources Department, will be used in determining Reduction in Force decisions.

c. Any changes to the ranking order list as a result of Article VII, Section C.4.b will be reflected in a final ranking order list to be completed and communicated to Association members no later than March 27.

d. Appeals to Final Ranking Order List: An employee who wishes to object to the final ranking order list must file a written appeal with the Human Resources Director. Such appeal will be submitted no later than April 3 and will include a full statement as to the facts on which the employee contends the list should be modified and recommended modification to be made. Disposition of the employee's appeal for modification will be completed no later than April 8. If the employee remains dissatisfied with the decision of the Human Resources Director, the employee may appeal that decision to the Superintendent or designee no later than April 15. The Superintendent or designee will hear the employee's appeal no later than April 30. The Superintendent or designee's written decision will be communicated to the employee no later than May 5. Any changes to the official seniority list will be communicated to all employees.

Appeal Timelines

The chart below shows the timelines listed above. An employee must meet the timelines at each level to move to subsequent levels of appeal. If any of the above dates fall on a day not part of the standard employment contract for staff, then the deadline will be moved to the next such workday.

Topic:	**Completed no later than:**
Initial preliminary list	March 10
Level 1: Request for consideration form	March 20
Final ranking order list	March 27
Level 2: Appeal to HR Director	April 3
Response from HR Director	April 8
Level 3: Request for Appeal to Superintendent/designee	April 15
Appeal with Superintendent/designee	April 30
Superintendent/designee Decision communicated	May 5

D. Selection for Layoff

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

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

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

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

E. Provisions for Re-Employment

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

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

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

An individual will forfeit rights to employment as provided in this section if the individual signs a certificated employee contract with another District or does not accept the offer of employment as an employee with this District within five (5) working days and report for work within eleven (11) working days from date of offer provided. However, no individual will forfeit rights to employment by virtue of signing or refusing to sign a limited contract with this District or by refusing a position with a lesser number of hours than that held during the year in which non-renewed.

F. Provisions for Reduction of Employees (ROE) Leave

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

1. The employee requesting ROE leave will file an application for ROE leave (form) with Human Resources.

2. The District will have the right to deny such leave in writing if the District considers said applicant essential to the orderly and effective operation of the educational program during the ensuing school year or if a qualified replacement is not included on the District employment list.

3. ROE leave will be granted for one (1) full contracted year only to permit the District to employ a qualified individual included on the employment list.

4. No employee will be granted ROE leave for more than one (1) year in duration and no employee may receive two (2) such leaves under this section.

5. The position of the employee on leave will be filled by a qualified individual included on the District's employment list. Said individual will not have continuing employment rights to the position to which temporarily assigned.

6. Said leave will in no way exempt the employee on leave from reduction consistent with these procedures during the ensuing or subsequent school years.

7. This subsection will in no way limit the District in the operation or management of the District educational program.

8. Employees taking leave under this subsection will be re-employed for the ensuing school year provided there is a position available for which the employee is qualified above.

9. Employees on leave will accrue no rights or benefits while on leave. If the employee returns to the District immediately following the year of leave, seniority and employee benefits will be reinstated at the level accrued at such time as the leave was granted or at such level as that agreed upon in a successor agreement.

ARTICLE VIII – GRIEVANCE PROCEDURE

A. Definitions

1. "Grievant" shall mean an employee or group of employees or the Association filing a grievance.

2. "Grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the interpretation or application of the terms of this Agreement.

3. "Party in Interest" is the person(s) making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Days" shall mean working days except as noted in Section E.1 of this procedure.

B. Rights to Representation

1. The Board shall recognize a Professional Rights and Responsibility Committee upon its selection by the Association. At least one committee representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented unless the grievant formally requests otherwise.

2. If, in the judgment of the Association, as determined through its constitutional procedures, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2. The Association may process such a grievance through all levels of the procedure. A grievance involving more than one (1) supervisor and grievance involving the administrator not at the building level may be filed by the Association at Level 2.

3. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Level 2.

4. The Association, on its own, may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involved the application or interpretation of the Agreement and was not resolved through other legal means, or such a resolution pending.

C. Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the issue resolved without the intervention of the Association, as long as the Association is notified in writing as to the disposition and that the disposition of the matter is consistent with the terms of this Agreement.

2. A grievant may be represented at all stages of the grievance procedure by their self, or at their 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 Meeting with the Supervisor

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

2. Level 1 Written Grievance

Following the informal meeting with the supervisor, and within twenty (20) working days of the time following knowledge of the act or condition which is the basis of the complaint, the grievant may present a written grievance to the immediately involved supervisor. The supervisor shall provide the aggrieved party with a written response to the grievance within ten (10) working days after the receipt of the written grievance.

3. Level 2 Superintendent

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

4. Level 3 Arbitration

If the grievant is not satisfied with the disposition of their grievance at Level 2, the grievant may with ten (10) working days after receiving the written response from the Superintendent, request in writing that the Association submit their grievance to arbitration. If the Association determines that the grievance involved the interpretation, meaning, or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the aggrieved person, submit the grievance to binding

arbitration. If any question arises as to whether the issue is arbitrable, such question will first be ruled upon by the arbitrator selected to hear the dispute and will be based on whether the dispute involved an interpretation, meaning, or application of the terms of this Agreement.

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

Neither party shall be permitted to assert in the arbitration proceedings any evidence that was not submitted to the other party before the completion of Level 2 meetings. Unless amended by the arbitrator, the arbitrator will hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The arbitrator's decision will be in writing and will set forth their 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 their travel subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.

E. Miscellaneous Provisions

1. Time Limits

The accompanying chart shows the timelines listed above. An employee must meet the timelines at each level to move to subsequent levels of appeal. Failure of the grievant or the Association to comply with any time limits specified in this

procedure shall constitute withdrawal of the grievance. Failure of the District to respond to a written grievance within the time limits specified in this procedure shall allow the grievant to move the grievance to the next step of the grievance procedure.

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

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

2. No Reprisals

No reprisals of any kind will be taken by the Board or the District against any employee because of their participation in this grievance procedure.

3. Cooperation between the Association and the District

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

4. Financial Responsibilities

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

5. Personnel Files

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

6. Grievance Forms

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

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

ARTICLE IX – TERMS OF THE AGREEMENT

A. Recognition

The Association shall be the sole representative of all the certificated personnel employed, or to be employed, by the Board with the exception of supervisory and confidential positions such as Superintendent, Chief of Schools, the Deputy Superintendent, Assistant Superintendent, Executive Directors, Directors, Assistant Directors, 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 H.5; 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.

After twenty (20) consecutive days in a position in the same school year, 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 their 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 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 and e-mail systems in the Tahoma School District with the approval of the Superintendent. All materials shall be dated and signed by the responsible Association member. Use of District mail systems is subject to all laws and policies regarding appropriate use and public disclosure.

3. Building Use

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

4. Right to Organize Classes and Workshops

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

5. Dues and Fee Deductions

The District shall deduct from the salary of each employee who submits written authorization either the dues required for union membership or a representation fee if the employee chooses to support the Association's activities without membership. Such dues shall be transmitted to the Association monthly. The Association shall hold the District harmless from any liability caused by the administration of this section, including the cost of defense for any claims related to the same.

6. Access to Staff

Any authorized representative of the Association shall have the right to visit District buildings, employees or groups of employees of the bargaining unit, as long as such visits do not interfere with District operations or the employee's execution of the employee's duties. Such authorized representative will comply with any current check-in procedures when entering the building.

7. Access to New Employees

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee induction provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

8. Access to Member Information

On or before new employee induction in August each year during the term of this Agreement, the District shall provide the Association with the following information regarding each employee in the bargaining unit: Name, address, position, hire date, work site and FTE (and any other information necessary to process and track membership). This information shall be supplemented and revised monthly as changes occur through the personnel report from Board meetings provided to the Association president or designee.

I. No Strike/No Lock-Out

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

J. Rights of the Board

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

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

K. Subcontracting

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

L. Duration and Commitment

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

This agreement shall become effective September 1, 2026, and shall continue in effect through August 31, 2028. 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.

We shall monitor the progress made toward achieving the collaborative building decision-making models through the use of action research, surveys and research on readiness of buildings to undertake change. We will mutually agree on criteria for measuring readiness for change and we will provide that criteria to building staff for their consideration. When a building believes that it is ready to address compensation issues it will notify the

Association and District. Information, guidance and findings will be shared with buildings as the building determines its ability to implement the changes identified in this Agreement.

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

ADDENDA

Addendum 1: 2026-27 Salary Schedule

	Step	BA	BA+45	BA+90	MA	MA+45	MA+90/PhD
Base	0	$65,466.00	$68,086.00	$70,809.00	$73,641.00	$76,588.00	$79,651.00
PLE		$8,297.82	$8,629.90	$8,975.04	$9,334.00	$9,707.53	$10,095.76
Total		$73,763.82	$76,715.90	$79,784.04	$82,975.00	$86,295.53	$89,746.76
Base	1	$66,776.00	$69,447.00	$72,225.00	$75,114.00	$78,119.00	$81,243.00
PLE		$8,463.86	$8,802.41	$9,154.52	$9,520.70	$9,901.58	$10,297.55
Total		$75,239.86	$78,249.41	$81,379.52	$84,634.70	$88,020.58	$91,540.55
Base	2	$68,111.00	$70,837.00	$73,670.00	$76,616.00	$79,681.00	$82,869.00
PLE		$8,633.07	$8,978.59	$9,337.67	$9,711.08	$10,099.57	$10,503.65
Total		$76,744.07	$79,815.59	$83,007.67	$86,327.08	$89,780.57	$93,372.65
Base	3	$69,473.00	$72,252.00	$75,142.00	$78,149.00	$81,275.00	$84,527.00
PLE		$8,805.70	$9,157.94	$9,524.25	$9,905.39	$10,301.61	$10,713.80
Total		$78,278.70	$81,409.94	$84,666.25	$88,054.39	$91,576.61	$95,240.80
Base	4	$70,863.00	$73,698.00	$76,646.00	$79,712.00	$82,901.00	$86,216.00
PLE		$8,981.89	$9,341.22	$9,714.88	$10,103.50	$10,507.70	$10,927.88
Total		$79,844.89	$83,039.22	$86,360.88	$89,815.50	$93,408.70	$97,143.88
Base	5	$72,280.00	$75,172.00	$78,179.00	$81,306.00	$84,557.00	$87,941.00
PLE		$9,161.49	$9,528.05	$9,909.19	$10,305.54	$10,717.60	$11,146.52
Total		$81,441.49	$84,700.05	$88,088.19	$91,611.54	$95,274.60	$99,087.52
Base	6	$73,726.00	$76,675.00	$79,742.00	$82,933.00	$86,249.00	$89,699.00
PLE		$9,344.77	$9,718.56	$10,107.30	$10,511.76	$10,932.06	$11,369.35
Total		$83,070.77	$86,393.56	$89,849.30	$93,444.76	$97,181.06	$101,068.35
Base	7	$75,200.00	$78,209.00	$81,338.00	$84,590.00	$87,975.00	$91,494.00
PLE		$9,531.60	$9,912.99	$10,309.59	$10,721.78	$11,150.83	$11,596.86
Total		$84,731.60	$88,121.99	$91,647.59	$95,311.78	$99,125.83	$103,090.86
Base	8	$76,704.00	$79,773.00	$82,965.00	$86,282.00	$89,734.00	$93,323.00
PLE		$9,722.23	$10,111.23	$10,515.81	$10,936.24	$11,373.78	$11,828.69
Total		$86,426.23	$89,884.23	$93,480.81	$97,218.24	$101,107.78	$105,151.69
Base	9	$78,238.00	$81,369.00	$84,622.00	$88,007.00	$91,529.00	$95,190.00
PLE		$9,916.67	$10,313.52	$10,725.84	$11,154.89	$11,601.30	$12,065.33
Total		$88,154.67	$91,682.52	$95,347.84	$99,161.89	$103,130.30	$107,255.33
Base	10	$81,479.00	$84,739.00	$88,128.00	$91,653.00	$95,318.00	$99,132.00
PLE		$10,327.46	$10,740.67	$11,170.22	$11,617.02	$12,081.56	$12,564.98
Total		$91,806.46	$95,479.67	$99,298.22	$103,270.02	$107,399.56	$111,696.98
Base	11		$88,246.00	$91,778.00	$95,448.00	$99,267.00	$103,237.00
PLE			$11,185.18	$11,632.86	$12,098.03	$12,582.09	$13,085.29
Total			$99,431.18	$103,410.86	$107,546.03	$111,849.09	$116,322.29

Addendum 1: 2026-27 Salary Schedule

	Step	BA	BA+45	BA+90	MA	MA+45	MA+90/PhD
Base	12		$91,901.00	$95,578.00	$99,402.00	$103,377.00	$107,512.00
PLE			$11,648.45	$12,114.51	$12,599.20	$13,103.03	$13,627.15
Total			$103,549.45	$107,692.51	$112,001.20	$116,480.03	$121,139.15
Base	13			$99,535.00	$103,518.00	$107,658.00	$111,964.00
PLE				$12,616.06	$13,120.91	$13,645.65	$14,191.44
Total				$112,151.06	$116,638.91	$121,303.65	$126,155.44
Base	14			$103,658.00	$107,804.00	$112,116.00	$116,601.00
PLE				$13,138.65	$13,664.16	$14,210.70	$14,779.18
Total				$116,796.65	$121,468.16	$126,326.70	$131,380.18
Base	15			$109,877.00	$114,272.00	$118,843.00	$123,596.00
PLE				$13,926.91	$14,483.98	$15,063.35	$15,665.79
Total				$123,803.91	$128,755.98	$133,906.35	$139,261.79
Base	20+	$81,479.00	$91,901.00	$109,877.00	$114,272.00	$118,843.00	$123,596.00
PLE		$10,327.46	$11,648.45	$13,926.91	$14,483.98	$15,063.35	$15,665.79
Longevity		$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Total		$95,806.46	$107,549.45	$127,803.91	$132,755.98	$137,906.35	$143,261.79

Addendum 2: Activity Salary Schedules

High School (9-12)		
Position	**Stipend**	**Postseason**
Annual	$4,593	NA
Band**	$10,000	NA
Debate Head	$6,082	$2,608
Drama Director* – Musical	$6,311	NA
Drama Director* – Play	$5,260	NA
High School and Beyond Plan	$2,239	NA
Journalism/Newspaper	$4,001	NA
Marching Band	$3,652	NA
Math Team	$1,718	NA
Music Director – Musical	$5,523	NA
Orchestra**	$10,000	NA
Pep Band	$3,009	NA
Robotics Head - FRC	$6,215	$2,665
Vocal Music**	$10,000	NA
We the People	$6,215	$2,665
*The Drama advisor will be supported by classified support positions whose total salaries do not exceed $3,000 for a fall play; $3,000 or $6,000 for a winter play or musical, respectively (alternates annually); and $6,000 for a spring musical.		
**prorated based on base contract FTE assigned to this position, not to exceed 1.0 FTE.		

Middle School (6-8)		
Position	**Stipend**	**Postseason**
Activity Coordinator	$10,155	NA
Annual	$3,500	NA
Band*	$5,929	NA
Orchestra*	$5,929	NA
Robotics Head – FLL	$2,239	$963
Robotics Head – FTC	$3,494	$1,498
Vocal Music	$5,929	NA
*prorated based on base contract FTE assigned to this position, not to exceed 1.0 FTE.		

Elementary (K-5)	
Position	**Stipend**
Music Specialist	$2,986

Addendum 3: Supplemental Contracts for District Leadership (Non-Indexed)

Position	Days Per Diem	Rate	Comments
504 Coordinator		$75	Per plan
Advanced Placement Coordinator		$1,020	
Chemical Hygiene Officer		$250	
Counselors/Social Worker –Elementary	3		Per School; Prorated to FTE
Counselor – Secondary	10		Prorated to FTE
Counselor – Secondary Head	15		Per FTE
Dean of Students	20		Per FTE
GLAD Trainer		$730	
Honor Choir – Elementary		$2,096	Per School
Librarian – Middle School	7		Per School; prorated to FTE
Librarian – High School	10		Per School; prorated to FTE
National Board Candidate Leader		$2,795	
Nurse – ESA Certified	2		
Preschool Coordinator	10		
Psychologist	10		Prorated to FTE
Site Prevention Program Coordinator		$2,795	Four (4) total district wide
THS PAC Manager		$19,794	

Addendum 4: Supplemental Contracts for District Leadership (Indexed)

Stipends in Addendum 4 will be indexed each school year to the state's inflationary adjustment index.

2026-27 school year

Position	Days Per Diem	2026-27	Comments
Activity Coordinator (THS)		$20,309	
Camp Casey Attendee		$575	Per session
Camp Casey Counselor Coordinator		$1,149	
Camp Casey Overnight Supervisor		$143	Per session
District Drug and Alcohol Prevention Coordinator	5	$8,212	
District Library Chairperson		$2,873	
Future Ready Specialist (THS)	10		
Gifted/Highly Capable Coordinator	8	$5,475	
Nurse Coordinator	15	$1,524	
Preschool Coordinator	10		
Reading Coordinator		$5,077	
Special Education Coordinator	20	$4,688	
Summer School Coordinator		$8,619	
Wellness Coordinator	20		

The following positions were removed from this addendum 2, 3, and 4 in 2026 because they do not require a professional educational certificate and will either be represented by a different bargaining unit or be placed on a nonrepresented salary schedule approved by the board:

High School Colorguard
High School Debate Assistant
High School Marching Band Assistant
High School Percussion
High School Assistant FRC
Middle School Drama Musical
Middle School Drama Play
Middle School Drama Classified Support Funds- $7116
Middle School Robotics Assistant FLL
Middle School Robotics Assistant FTC
Drama – Elementary
Camp Casey Director
Camp Casey Assistant Director

Addendum 5: Grievance Form

Tahoma Education Association

PO Box 184 Maple Valley, WA 98038

Official Grievance - Complaint by the Aggrieved

Aggrieved Person(s): _____

Work Phone(s): _____

School: _____

Supervisor(s) Against Whom Grievance is Filed: _____

Association Grievance Representative: _____

UniServ Representative: _____

Statement of Grievance:

On _____ (date) the Tahoma School District violated the Collective Bargaining Agreement when _____

_____

_____

in violation of Article_____ Section _____, and any other that may apply.

Article _____ Section _____ states that: _____

_____

_____

Relief Sought:

To make the grievant(s) whole by _____

_____

_____

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

_____ _____

Signature of the Aggrieved Date

Addendum 6: Professional Goals Form – Focused or PDP

Tahoma School District #409

GOAL FORM

Professional Development Plan: Focused or PDP

Employee Name: _____ Sch. Yr.: _____

Current Position: _____ Location: _____

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

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

_____ _____

Signature/date Signature/date

Tahoma School District #409
Standards for Quality Professional Practice
Addendum 7: ESA Formal Observation Form

Employee Name: _____ Sch. Yr.: _____

Current Position: _____ Location: _____

Observation Date/Time: _____ Activity/Lesson: _____

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

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

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

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Employee Statement Attached? ☐Yes ☐ No

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

Addendum 8: Curriculum Review and Documentation Process

	Activity	Responsibility
A.	Examine data to prioritize needs to include but not limited to: 1. Curriculum alignment with state and district standards; 2. Scope and sequence across grade levels; and 3. Student achievement and growth	T&L
B.	Determine and meet with grade level/content area/department head leads to review data and outline process.	T&L and Principals
C.	Seek input from affected staff and identify lead teachers and special education representatives who will serve on committee to review resources	T&L and Principals
D.	Review resources and develop a work plan to select and/or create the District curriculum. Resource adoption will follow district process as outlined in District Policy and Procedure 2020 (including option of piloting material with Board approval).	T&L and Lead Teachers
E.	Guidance on use of purchased and District developed resources will be provided through pacing guides, implementation frameworks, and unit overviews.	T&L and Lead Teachers
F.	If units are being developed and published by T&L collaboratively with Tahoma teachers the process will include: 1. Identification of outcomes and core skills for the unit; 2. Outline of the unit including lessons, activities, concepts/skills, district and/or state standards; 3. Assignment of lessons to be authored by lead teachers; 4. Write lessons; 5. Submit lessons to T&L for review, editing, and feedback; 6. Confirm revisions with lead writers; and 7. Publish to T&L district curriculum platform	T&L and Lead Teachers
G.	Common assessments will be developed or adopted to monitor student achievement and growth.	T&L and Lead Teachers
H.	Implementation of new curriculum will include a structure for professional learning and for teachers to provide feedback. Review of teacher feedback, student achievement, and growth data will be used to inform curriculum revisions and professional learning through T&L liaison meetings.	T&L and Lead Teachers

Addendum 9: Decision-Making Matrix

School: _____ Most: _____% Date adopted: _____

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

TOPIC	INPUT	RECOMMENDATION	DECISION
August Days – Building Content			**Principal**
Budget – Building Budget (MSOC)			**Principal**
Budget – Enrichment Money (Article II.F.1)			
Budget – Leadership Money (Article II.F.3)			
Building Daily Schedule*	**All Affected Staff**		
Calendar – Open House, Finals, Staff Meetings			
Consensus Hours – Schedule and Content			
Discipline Plan and Sanction Charts		**Ad Hoc Citizens Committee**	**School Board**
Hiring		**Principal**	**School Board**
Master Schedule (secondary)			**Principal**
New Courses (secondary)			**School Board**
Room Assignments			**Principal**
School Safety Plan		**Building Safety Committee**	**Principal**
School Improvement Plan		**Instructional Leadership Team**	**School Board**
Staff Meetings – Planning of Content	**All Affected Staff**		**Principal**
Substitute Teachers – Coverage for Shortage			**Principal**

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

Addendum 10: Career & Technical Education Extended Days

Career & Technical Education Extended Days (High School).

A. Each CTE teacher will receive one (1) extended day for basic CTE functions including completing reports and managing frameworks.

B. A member of each program area will receive one (1) extended day to attend advisory meetings and perform advisory duties. Program members may choose to divide this day.

C. CTE staff members will receive extended days for maintaining equipment/programs. The number of days will range from zero to five (5) days. This number will be established with the CTE Director and will remain consistent from year to year until there is a change in program.

D. Each CTE program must have a Career and Technical Student Organization (CTSO) or local level club in order to operate as an approved CTE course. The advisor(s) of each framework-identified club will be eligible to receive up to a total of ten (10) extended days per club. This pay is for leadership activities aligned with the curriculum outside of the contract day. Club leadership days may be divided among staff members within a program to reflect additional staff member's involvement in the leadership organization. Each fall, the CTE Director will meet with each program to establish their hourly need and how the hours will be completed.

E. Teachers operating district-approved retail operations will receive zero (0) to five (5) extended days. These days will be determined and allocated based on the fall program meeting.

F. The CTE Director may issue additional days for special projects which will include, but are not limited to the following, (paid on SR form).

   1. If students from the CTSO qualify for the national competition, the advisor will receive up to six (6) extended days.

   2. When new courses are approved the CTE Director will collaborate with teachers to ensure the initial frameworks are written.

   3. Ordering start-up equipment for a new program

Career & Technical Education Extended Days (Middle School).

A. There will be a "lead" CTE teacher to manage the frameworks for each course offered. This lead teacher will receive one (1) extended day for basic CTE functions including completing reports and managing frameworks.

B. The Robotics Club will serve as the CTE Leadership Club requirement. The CTE teacher(s) will consult with the club advisor. Middle School Activity Stipends (Addendum 2) will compensate the advisor of this club since no extended days are provided for this responsibility.

C. CTE staff members will receive extended days for maintaining equipment/programs. The number of days will range from zero (0) to five (5) days. This number will be established with the CTE Director and will remain consistent from year to year until there is a change in program.

1. The bulk of the responsibility is ordering consumable materials. One half-day will be provided for each different class title taught. No extended days are provided for maintaining computers and printers.

D. The CTE Director may issue additional days for special projects which will include, but are not limited to the following, (paid on SR form).

1. If students from the CTSO qualify for the national competition, the advisor will receive up to six (6) extended days.

2. When new courses are approved the CTE Director will collaborate with teachers to ensure the initial frameworks are written.

3. Ordering start-up equipment for a new program

Addendum 11: Teaching & Learning Department Support Staff Extended Days

Teaching & Learning department support staff extended days are in addition to the 183 contract days, not an extension of one of the 183 days. Teaching and Learning extended days are intended to support additional time where T&L certificated staff are playing a role in leadership, facilitation, training, or development work during school breaks. Review of the extended day general allocation model will happen if there are shifts in the annual work of department members due to model changes, department reorganization, or priority shifts. Allocation of some extended days will be made in the spring based on prioritized summer work for that year, and may be compensated on services rendered. The T&L Executive Director will review the assignment of extended days made in the spring with T&L staff by role and/or individually.

In the Teaching and Learning Department work plans and focus change each year. While currently there are repeating needs that seem consistent year-to-year, there are also variables that create change. T&L Support Staff will meet with the Executive Director each June to discuss a plan for extended days to ensure completion of the priority work needed in the department. The following outlines anticipated tasks and days allocated. This allocation is proportional if the staff member is less than full time T&L FTE. Additional days may be allocated by the Executive Director of Teaching and Learning in a given year for specialized activities. The total extended day allocation must stay within budget parameters.

Content Coach & MLL Coordinator 15 days	**Building Coach 15 days**	**Assessment Specialist 15 days**
• New educator training & support • Support for Building Leadership Retreat planning & delivery • Curriculum revisions, pacing, collections of evidence, content team facilitation • Multi-Tiered System of Support meetings and facilitation • Technology integration support (curriculum and learning applications)	• New educator training & support • Building leadership retreat planning and delivery • Support of building administrators in design and development of August PD • Multi-Tiered System of Support meetings and facilitation • Technology integration support (curriculum and learning applications)	• New educator training & support • Prep of growth and achievement data • Assessment development support and coordination with content teams • Support for Building Leadership Retreat planning & delivery • Multi-Tiered System of Support meetings and facilitation

Specialized Activities (including but not limited to)

- Parent and student engagement for below grade and above grade learners
- K assessment coordination
- K Camp
- Technology operations coordination
- Curriculum and assessment design and development
- New curriculum roll-out
- Professional development specific to an initiative

Addendum 12: Leadership Fund Model

I. Instructional Leadership	II. Multi-Tiered System of Support
Quadrant I funds are intended to support activities that strengthen instructional leadership, feedback loops, and improve student learning outcomes through a continuous cycle of planning, implementation, monitoring, and refinement.	Quadrant II funds are intended to support the development and maintenance of a positive, inclusive, and supportive school where all students experience belonging, engagement, and access to the supports they need to thrive. Funds may be used to strengthen systems, structures and programs that promote social-emotional well-being, positive behavior, and create conditions for student academic success.
III. District Teams	**IV. Other Building Leaders/Teams**
Quadrant III funds are intended to support districtwide curriculum, assessment, programmatic, and operational priorities that ensure the ongoing quality, and coherence of teaching and learning systems. These funds vary annually based on needs within content areas and programs, aligned to district goals, state requirements, and continuous improvement efforts. Additionally, these funds are used to maintain sustainable practices in buildings and promote student leadership and service (ex. Green Teams).	Quadrant IV funds are intended to support building-specific leadership priorities, emerging needs, and student leadership opportunities (ASB) that are unique to the context of each school. These funds provide flexibility for schools to invest in initiatives that strengthen school improvement efforts, build leadership capacity among staff and students, and respond to local opportunities and challenges.

Addendum 13: Consensus Decision-Making Quick Guide

This guide identifies a clear process for using consensus decision-making within Tahoma School District. It is intended to support collaborative, inclusive, and transparent decisions consistent with building and District decision-making processes.

1. Present the Proposal

Clearly identify the decision, purpose, desired outcome, and any contractual or legal parameters.

2. Clarify Understanding

Staff may ask clarifying questions to ensure shared understanding of the issue or proposal before discussion begins.

3. Seek Input and Discuss Perspectives

Staff are provided an opportunity to share ideas, concerns, alternatives, and suggestions. Structures may be used to ensure balanced participation and that all voices are heard.

4. Identify Concerns

Concerns or objections are identified and discussed in order to understand the reasoning behind them and determine whether adjustments are needed.

5. Revise the Proposal

The proposal may be modified to address concerns and incorporate staff input. This step may be repeated as needed.

6. Probe for Agreement

The facilitator checks the group's level of support using the agreed-upon process, such as:

- **Thumbs Up** – Support
- **Thumbs Sideways** – Can live with it
- **Thumbs Down –** Cannot support

7. Provide Opportunity for Influence

If any staff indicate they cannot support the proposal, they shall be provided an opportunity to communicate concerns and alternatives prior to a final consensus decision.

8. Confirm Consensus

Consensus is reached when the agreed-upon percentage identified in the building/site decision-making matrix has been met.

9. Communicate and Implement the Decision

The group identifies next steps, roles, responsibilities, timelines, and the process for informing staff of the decision reached.

Helpful Considerations

- Focus on solutions and shared outcomes.
- Listen to understand concerns and alternatives.
- Ensure balanced participation.
- Use facilitation strategies to support an effective decision-making process.

LETTERS OF AGREEMENT

Letter of Agreement
2026-27 and 2027-28 Joint Work

The District and Association agree to collect data on a mutually-agreed form to bring to the next bargain regarding the number and length of IEP and Section 504 meetings staff members are attending.

The District and Association agree to partner during the 2026-27 school year on a study of the feasibility of moving to 250 minutes per week minimum planning time for educators at all levels, with the results of the study implemented in the 2027-28 school year.

TAHOMA EDUCATION ASSOCIATION

Callie Nordell
TEA President

9/14/26
Date

TAHOMA SCHOOL DISTRICT

Scott Mitchell
Executive Director of Human Resources

9/14/2026
Date

Letter of Agreement
ESA Evaluation Pilot

The District and Association agree to pilot a new evaluation model for educators in educator staff associate (ESA) roles in the 2026-27 school year as described below.

I. Participants

Any ESA scheduled to be on the PDP model as described in Article VI, Section G, of the current collective bargaining agreement are eligible to participate in the pilot. The District and Association will seek volunteers and identify at least 3 employees in each ESA role (or 1 if there are 3 or less employees in that role) to participate in the pilot, and to have at least one participant at each school level in the district (elementary, middle and high school). If there are insufficient volunteers, the least senior eligible employee will be selected. No employee participating in the pilot may be recommended for probation based on the results of an evaluation during the pilot year. An evaluator may return a pilot participant to the BEP model described in Article VI, Section F under the conditions described in Article VI, Section G.6. Both evaluators and employees participating in the pilot shall be required to share feedback on their experience using the pilot criteria and model.

II. Performance Rubric and Preparation for Pilot Evaluation

ESA employees and their evaluators participating in the pilot shall use the relevant four-level rubric as their evaluation criteria for the 2026-27 school year. The evaluative criteria in this rubric have been cross-walked and organized by the five minimum criteria for certificated support personnel in WAC 392-191-020. The District and Association shall jointly organize one optional meeting for pilot participants and their evaluators in September 2026 to review and discuss the performance evaluation rubrics and the procedures to use in the evaluation pilot. Each participating employee will meet with their evaluator on or before October 15, 2026, to review the rubric together and to discuss the types of evidence that could be gathered, discussed, or observed for each of the criteria.

III. Procedures

The following modified provisions of the classroom teacher evaluation process in the current collective bargaining agreement shall be used for ESA employees participating in the pilot.

A. Electronic Data Collection System

An electronic data collection system will be used to store artifacts and evidence as part of the evaluation process. Any change to the adopted electronic data collection system will be made only after seeking input from and field testing by educators and the Association.

B. Self-Reflection

The educator will complete and share with the educator's evaluator a self-reflection of their performance under the performance framework no later than October 1 and again no later than May 1.

C. Goal Setting

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

D. Gathering of Evidence

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

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

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

E. Observations

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

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

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

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

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

F. Pre-Observation and Post-Observation Conferencing

1. A pre-observation conference is optional at the request of the educator or evaluator.

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

3. A post-observation conference is optional at the request of the educator or evaluator.

G. Mid-Year Formative Conference

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

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

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

3. where additional evidence and support is needed.

H. Summative Conference

1. An annual evaluation conference shall be completed no later than May 15 (for the pilot year only). Each required criterion shall be rated based on the components in that criterion and discussed collaboratively. This analysis will be based on a holistic assessment of the educator's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.

2. Two copies of the final evaluation shall be signed by both the evaluator and educator to document receipt and completion only and shall be submitted to the Human Resources office no later than May 31 (for the pilot year only). The signature of the educator does not imply that the employee agrees with its contents.

I. Summative Performance Rating for Comprehensive Evaluation

An educator shall receive a summative performance rating for each of the five (5) state evaluation criteria. The overall summative score is determined by totaling the eight criterion-level scores as follows:

1 = 5-7 Unsatisfactory
2 = 8-12 Basic
3 = 13-17 Proficient
4 = 18-20 Distinguished

IV. Review and Next Steps

The District and Association leadership shall gather feedback from pilot participants and make a joint decision on or before the last day of the 2026-27 school year to:

A. Continue the pilot for an additional year with, or without, modifications as described in a new letter of agreement;

B. Replace the evaluation procedures for non-classroom teachers in the current collective bargaining agreement with the criteria and procedures in this pilot.

If the latter option is chosen, the parties will add language for a locally bargained "focused evaluation" procedure emphasizing professional growth under RCW 28A.405.100(11) for employees with four years of satisfactory evaluations; a cycle requiring a comprehensive evaluation at least once every six years; minimum observations for new employees; minimum observations for employees in their third year of provisional status; and definitions of "satisfactory" and "not satisfactory" performance that mirrors the definitions for classroom teachers.

V. Duration

This letter of agreement shall be in effect for the 2026-27 school year unless extended as described in Section IV above, or modified by mutual written agreement of the District and Association.

TAHOMA EDUCATION ASSOCIATION

Callie A. Nordell

Callie Nordell
TEA President

9/14/26

Date

TAHOMA SCHOOL DISTRICT

Scott Mitchell
Executive Director of Human Resources

9/14/2026

Date

LETTER OF AGREEMENT

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT AND UNDERSTANDINGS BETWEEN THE TAHOMA EDUCATION ASSOCIATION AND THE TAHOMA SCHOOL DISTRICT #409. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE IX, D OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The Association and the District mutually agree that the unique nature of educators with equal or less than 0.2 FTE and how that causes an undue hardship with the three (3) professional learning days as outlined in Article II B. In lieu of using illness leave to receive compensation for the missed days, educators may opt to have their FTE adjusted to account for the three (3) less days and will not be required to attend the three (3) days. In the event an educator attends any part of the three (3) professional learning days they will submit a services rendered form to be compensated at their per diem rate.

B. Standard Employment Contract

Staff members receive a base contract for 183 days of work performed during the scheduled workdays on the negotiated work year calendar. This work year calendar includes the 180 student school days, (3) professional learning days. If the district/principal requires employees to be present beyond the written contract, those who are required to attend shall be compensated at their per diem rate. All employees shall fulfill their contracted number of days during the regular school calendar, unless otherwise agreed to between the employee and their supervisor. The annual school calendar and any modifications made to the school calendar once approved shall be subject to negotiations.

This Letter of Agreement is non-precedent setting and shall become effective upon signature, shall be attached to the current Collective Bargaining Agreement and remain in effect until August 31, 2027.

TAHOMA EDUCATION ASSOCIATION	TAHOMA SCHOOL DISTRICT #409
By: Callie A. Nordell	By:
Callie Nordell, TEA President	Scott Mitchell, Executive Director of Human Resources
Date: 8/31/2026	Date: August 31, 2026

LETTER OF AGREEMENT
Special Education Co-Teaching Joint Planning

THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING AGREEMENT AND UNDERSTANDINGS BETWEEN THE TAHOMA EDUCATION ASSOCIATION AND THE TAHOMA SCHOOL DISTRICT #409. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE IX, D OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The District and Association agree to continue item four (4) from the previous Letter of Agreement titled Special Education Workload Provisions 2024-25.

For the 2026-27 and 2027-28 school years, teachers participating in a special education co-teaching model approved by the Executive Director of Student Services will be eligible for compensation for up to fourteen (14) hours of additional time per school year for partner teacher joint planning.

The use and scheduling of these additional hours will be determined in consultation with the Student Services Director and will be used to support collaborative planning between co-teaching partners, including coordination of instruction, accommodations, modifications, student supports, and other planning directly related to the approved co-teaching model.

Compensation under this Letter of Agreement is limited to a maximum of fourteen (14) hours per eligible teacher per school year per partnership. Hours must be worked outside of the employee's regular workday and documented and submitted in accordance with District procedures.

This Letter of Agreement shall become effective upon signature, shall be attached to the current Collective Bargaining Agreement and remain in effect until August 31, 2028.

TAHOMA EDUCATION ASSOCIATION

By: Callie C. Nordell

Callie Nordell,

TEA President

Date: 8/31/2026

TAHOMA SCHOOL DISTRICT #409

By: _____

Scott Mitchell,

Executive Director of Human Resources

Date: August 31, 2026